

K#: 9179

AGREEMENT

between

THE NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY

and

THE CIVIL SERVICE TECHNICAL GUILD/DISTRICT COUNCIL 37

covering

UNIT C

June 3, 2008 – June 2, 2010

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Appendix A – Title Minimum Salary

This collective bargaining agreement is made and entered into on the 1st day of June 2009, by and between the New York City School Construction Authority, hereinafter referred to as the AUTHORITY and Local 375, Civil Service Technical Guild, District Council 37, AFSCME, AFL-CIO, hereinafter referred to as the UNION.

WHEREAS, the AUTHORITY has endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its full-time/part-time employees insofar as such practices and procedures are appropriate to functions and obligations of the AUTHORITY to retain the right to operate effectively in a responsible and efficient manner; and

WHEREAS, the AUTHORITY and the UNION share a joint and mutual desire to effectuate the legislative mandate of the AUTHORITY towards the betterment of the public schools within the City of New York, and recognize the extraordinary efforts that are required to improve the condition of those facilities; and

WHEREAS, it is the intent and purpose of the parties to set forth herein agreements which have been reached during the course of negotiations conducted for the purpose of determining rates of pay, wages, hours of employment and other conditions of employment; to increase the efficiency and productivity of employees of the AUTHORITY; and to provide for prompt and fair settlement or adjudication of grievances without any interruption or other interference with the operation of the AUTHORITY; and

WHEREAS, the AUTHORITY recognizes the UNION as the collective bargaining representative for the employees covered by this Agreement as hereinafter provided; and

WHEREAS, the AUTHORITY recognizes the UNION as the sole and exclusive collective bargaining representative for employees classified as Project Officers Level I, (PO I), and Assistant Project Officers Levels I and II, (APO I and APO II). Excluded from this bargaining unit are supervisory, confidential, managerial and executive employees, including employees classified as Project Officer Level II; and

WHEREAS, this article shall not limit the AUTHORITY's statutory right to file an application with the Public Employment Relations Board seeking designation of certain employees as managerial and/or confidential; and

WHEREAS, it is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained or annexed hereto, the parties do mutually covenant and agree as follows:

ARTICLE I - HOURS OF WORK AND WORKWEEK

SECTION 1

The regular workweek for payroll purposes commences on Sunday and ends on the following Saturday. Typical working hours in a regular workweek are seven and one-half per day, and thirty-seven and one-half per week, as scheduled by the AUTHORITY and/or as the needs of the job require. In addition, employees shall be entitled to a one-hour meal period daily. The typical workweek consists of five workdays and two days off. Except as otherwise scheduled by the AUTHORITY and/or required by the demands of the job, a typical workweek is Monday through Friday, from 8:30 a.m. to 5:00 p.m. Nothing herein shall be construed as interfering with management's right to determine levels of services and staffing. Nothing herein shall constitute a bar to implementation by the AUTHORITY of flexible workweeks, flexible workdays, or alternative work schedules, following discussion with the UNION and the employee(s) affected.

SECTION 2

As Project Officers Level I are employed in an executive, administrative, or professional capacity, they are exempt from the maximum hours minimum wage provisions of the Fair Labor Standards Act.

ARTICLE II - SICK LEAVE

SECTION 1

Employees shall be credited with sick leave allowance with pay of 6.25 hours for each month of service with pay. Effective with the execution of this Agreement, at the beginning of the employee's eighth year of service, this rate will increase to 6.875 hours for each month of service with pay. In order to be credited with sick leave in any month, the employee must be on full pay status for at least 15 calendar days in the month.

- (a) Employees working 20 hours or more but less than 37.5 hours per week will accrue sick leave on a pro rata basis.
- (b) The number of sick leave allowance days permitted to accumulate shall be unlimited. Sick leave shall be used in units of a quarter of an hour.

SECTION 2

It is the responsibility of each employee requesting paid sick leave to notify their Division

Director or designee.

Employees who are requesting paid sick leave, in accordance with this provision shall notify or cause notification to be made to their Division Director or designee as soon as is reasonably possible. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made to their Division Director or designee.

In the event no sick leave notification is made, the employee's absence is an absence without pay, unless the employee can later substantiate and document that it was impossible to make or cause such notification.

Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the employee's Division Director.

SECTION 3

An employee's annual leave shall be charged to sick leave during a period of verified hospitalization. When an employee is seriously disabled but not hospitalized while on annual leave, after the employee submits proof of such disability which is satisfactory to the AUTHORITY, such leave time shall be charged to sick leave first, thereafter, to annual leave.

SECTION 4

- (a) Sick leave shall be used only for personal illness of the employee. Approval of leave is discretionary with the AUTHORITY and proof of illness must be provided by the employee, satisfactory to the AUTHORITY. This discretion will not be exercised in an arbitrary or capricious manner.
- (b) The provisions of subparagraph (a) above notwithstanding, the AUTHORITY may waive requirement of proof of illness unless an employee requests sick leave for more than three (3) consecutive work days. Employees hired on or after October 1, 2004, who request sick leave for more than three (3) consecutive work days, must provide the SCA proof of illness within five (5) days of the employee's return to work.
- (c) Effective October 1, 2004, employees may use one (1) day per year from their sick leave balances for the care of an ill family member. Approval of such leave is discretionary with the SCA and proof of disability must be provided by the employee satisfactory to the SCA within five (5) days of the employee's return to work.

SECTION 5

Employees who have exhausted all earned sick leave and annual leave balances due to personal illness may, at the discretion of the AUTHORITY, be permitted to use unearned sick leave allowance up to the amount earnable in one year of service, chargeable against future earned sick leave.

- (a) All applications submitted under this provision shall contain prominently indicated thereon, the fact that the absence, or part of it, is to be charged against an advance of sick leave allowance. The Division Director shall secure the timekeeper's verification of the attendance data recorded on the application and forward the application with his/her approval or disapproval indicated thereon to the AUTHORITY.
- (b) After 10 years of combined and continuous AUTHORITY, New York City or New York State service, employees may, at the discretion of the AUTHORITY, be granted sick leave with pay for three months after all credits have been used. In special instances, sick leave with pay may be further extended for one additional three-month period with approval of the AUTHORITY.
- (c) For employees with less than 10 years of service who desire sick leave with pay after all credits have been used, the AUTHORITY may, at its discretion, grant such additional leave.
- (d) The AUTHORITY shall be guided in this matter by the nature and extent of illness and the length and character of service. The AUTHORITY may request and shall receive such medical information and recommendations as it deems necessary to exercise properly its discretion.
- (e) An employee who is on leave without pay for any reason other than illness may not have any portion of this time charged against sick leave allowance.
- (f) The AUTHORITY will not exercise its discretion in these matters in an arbitrary and/or capricious manner.
- (g) Leaves for maternity, paternity, disability or a serious health condition of the employee or a member of the employee's family, as defined by the FMLA, shall be governed by the AUTHORITY's FMLA Policy and in accordance with Federal, State and/or local laws.

SECTION 6

Employees hired on or after October 1, 2004, who, upon separation from the AUTHORITY, have ten or more years of combined and continuous SCA, NYC/NYS service, will be paid for accumulated sick leave at the rate of one day of payment for every three sick leave days. The maximum allowable paid sick leave shall not exceed 100 work days.

ARTICLE III - ALLOWANCE FOR TIME AND LEAVE CREDIT

SECTION 1

For the purpose of this Agreement, employees of the New York City Board of Education or other related New York City and State Public agencies, who, without break in service, become employees of the AUTHORITY, shall be given an allowance for certain accruals of verified time and leave credit which were earned while employees at the New York City Board of Education or related City and State public agencies.

Specifically, the AUTHORITY will allow such employees credit for up to fifteen (15) days (112.5 hours) of annual leave, and full hourly credit for accrued sick leave, both subject to official verification from the New York City Board of Education or related City and State public employers. The AUTHORITY will give no credit for any other promised or accrued time or leave credits other than the above referenced annual leave or sick leave.

SECTION 2

When AUTHORITY employees with ten or more years of combined and continuous SCA, NYC/NYS service transfer from the AUTHORITY to another NYC/NYS agency, sick leave accrued prior to their employment with the AUTHORITY must be transferred to the NYC/NYS agency if that agency accepts the transfer of accruals. If accruals are not accepted, payment will be made in accordance with the provisions of Article II.

ARTICLE IV - BEREAVEMENT LEAVE

SECTION 1

The AUTHORITY shall grant bereavement leave of up to four (4) days with pay without charge to sick or annual leave immediately following the death of a family member. For purposes of this Article, family is defined as the employee's spouse; domestic partner; natural, foster or stepparent; child; foster or stepchild; brother or sister; grandparent;

grandchild; father-in-law; mother-in-law; brother-in-law; sister-in-law; the father, mother or child of a domestic partner, or any relative residing in the employee's household. Domestic Partner is defined in Mayoral Executive Order No. 48.

SECTION 2

In the event that the death occurs while an employee is on sick or annual leave, the employee's absences may be charged against bereavement leave.

SECTION 3

Requests for bereavement leave shall be subject to the approval of the employee's immediate supervisor; such approval shall not be unreasonably withheld. Employees may be requested to provide appropriate documentation to their supervisor as a condition of the aforesaid paid leave.

ARTICLE V - ANNUAL LEAVE

SECTION 1

A combined vacation, personal business and religious holiday leave allowance known as "annual leave allowance" shall be established.

SECTION 2

- (a) The annual leave accrual rate for full-time PO I employees and APO I and APO II employees hired before March 7, 2001 shall be computed on the following basis:

<u>Cumulative Years in Service</u>	<u>Monthly Accrual</u>	<u>Annual Leave Allowance</u>
At the beginning of the employee's 1 st year	12.5 hours per month	20 work days
At the beginning of the employee's 8 th year	15.625 hours per month	25 work days

- (b) For PO I employees hired on or after October 1, 2004, the accrual rate for the annual leave allowance for these full time employees shall be computed on the following basis:

<u>Cumulative Years in Service</u>	<u>Monthly Accrual</u>	<u>Annual Leave Allowance</u>
At the beginning of the employee's 1 st year	1 1/4 days per month	15 work days
At the beginning of the employee's 2 nd year	1 1/4 days per month plus 1 additional day at the end of the 2 nd year	16 work days
At the beginning of the employee's 3 rd year	1 1/4 days per month plus 2 additional days at the end of the 3 rd year	17 work days
At the beginning of the employee's 4 th year	1 1/4 days per month plus 3 additional days at the end of the 4 th year	18 work days
At the beginning of the employee's 5 th year	1 1/4 days per month plus 4 additional days at the end of the 5 th year	19 work days
At the beginning of the employee's 7 th year	12.5 hours per month	20 work days
At the beginning of the employee's 10 th year	12.5 hours per month plus 1 additional day at the end of the 10 th year	21 work days
At the beginning of the employee's 11 th year	12.5 hours per month plus 2 additional days at the end of the 11 th year	22 work days
At the beginning of the employee's 12 th year	12.5 hours per month plus 3 additional days at the end of the 12 th year	23 work days
At the beginning of the employee's 13 th year	15 hours per month	24 work days
At the beginning of the employee's 14 th year	15 hours per month plus 1 additional day at the end of the leave year	25 work days

(c) For APO I and APO II employees hired on or after October 1, 2004, the accrual rate for the annual leave allowance for these full time employees shall be computed on the following basis:

<u>Cumulative Years in Service</u>	<u>Monthly Accrual</u>	<u>Annual Leave Allowance</u>
At the beginning of the employee's 1 st year	1 day per month after the first 2 months	10 work days
At the beginning of the employee's 2 nd year	1 day per month plus 1 additional day at the end of the 2 nd year	13 work days
At the beginning of the employee's 3 rd year	1 day per month plus 1 additional day at the end of the 3 rd year	13 work days
At the beginning of the employee's 4 th year	1 1/4 days per month	15 work days
At the beginning of the employee's 5 th year	1 1/4 days per month plus 1 additional day at the end of the 5 th year	16 work days
At the beginning of the employee's 6 th year	1 1/4 days per month plus 2 additional days at the end of the 6 th year	17 work days
At the beginning of the employee's 7 th year	1 1/4 days per month plus 3 additional days at the end of the 7 th year	18 work days
At the beginning of the employee's 8 th year	1 1/4 days per month plus 4 additional days at the end of the 8 th year	19 work days
At the beginning of the employee's 9 th year	12.5 hours per month	20 work days
At the beginning of the employee's 10 th year	12.5 hours per month plus 1 additional day at the end of the 10 th year	21 work days

At the beginning of the employee's 11 th year	12.5 hours per month plus 2 additional days at the end of the 11 th year	22 work days
At the beginning of the employee's 12 th year	12.5 hours per month plus 3 additional days at the end of the 12 th year	23 work days
At the beginning of the employee's 13 th year	15 hours per month	24 work days
At the beginning of the employee's 14 th year	15 hours per month plus 1 additional day at the end of the leave year	25 work days

- (d) Employees recruited from New York City or New York State agencies will accrue annual leave at a rate equal to the number of days earned in their immediate prior employment but not to exceed twenty-five days. However, such prior employment must have been continuous in duration, without break in service of one year or more.
- (e) Employees working 20 hours or more but less than 37 1/2 hours per week will accrue annual leave on a pro rata basis.
- (f) In order to be credited with annual leave in any month, an employee must be on full pay status for at least 15 calendar days in the month. Employees will be eligible to take paid vacation after 4 months of employment. Absences for religious observance may be charged against an employee's annual leave allowance notwithstanding the four month waiting period set forth herein.

SECTION 3 - Use of Annual Leave

- (a) An employee should endeavor to schedule annual leave at the convenience of the AUTHORITY. The AUTHORITY, subject to the proviso in paragraph (c) below, must approve any leave request of ten days or less per year. Annual leave requested above this level will be granted only if, in the opinion of the employee's supervisor, the operation of the agency will not be adversely affected by approving the leave.
- (b) Earned annual leave allowance shall be taken at a time convenient to the employee's department and only upon the express prior written permission of the Division Director.

- (c) In the event of an emergency as determined by the AUTHORITY, the Vice President of the appropriate department may cancel and reschedule any or all approved vacation leaves in advance of the leave being taken.
- (d) In the event a holiday occurs during the period when an employee is on approved vacation leave, such holiday will be considered as a holiday and shall not be counted as part of the employee's vacation. The employee shall not be eligible for or receive holiday pay and annual leave pay for the same date.
- (e) An employee's annual leave allowance will be charged for any personal business or religious holiday leave.
- (f) Employees are entitled to a 12-week maternity leave. The first 8 weeks shall be chargeable to sick leave and the 4 remaining weeks shall be deemed child care leave which is chargeable to annual leave or to leave without pay at the employee's option. Employees may charge the entire 12 weeks to sick leave when medically necessary and supported by a physician's note.
- (g) Employees are entitled to an approved unpaid child care leave to a maximum of 18 months with an option to extend such leave at the employee's request for another six months.
- (h) The annual leave accrual year will run from January 1 through December 31 of each year.

SECTION 4

At the end of each calendar year, the SCA will review annual leave balances remaining on December 31st. Leave days will be carried over to the subsequent year, up to the number of days of the employee's annual accrual rate. Remaining days beyond the amount of this carry-over will be paid in cash. However, such payout will not exceed 15 days of accrued but unused leave per year. Any excess leave beyond this 15-day maximum will be forfeited, except that such excess days may be carried over with the express permission of the President & CEO, in situations where a workload emergency prevents the employee from being able to take a scheduled vacation.

SECTION 5

When converting accrual time to cash payments, the rate will be that which is commensurate with the annual salary that is in effect on December 31st of each year.

ARTICLE VI - HOLIDAYS

SECTION 1

The following are designated paid holidays for all eligible employees:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

SECTION 2

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, holidays which fall on Saturday will be observed the day before on Friday, and holidays which fall on Sunday will be observed the day after on Monday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, holidays which fall on their first scheduled day off will be observed the day before, and holidays which fall on their second scheduled day off will be observed the day after.

SECTION 3 - This Section only applies to Project Officer Level I (PO I)

In the event of an emergency or other situation which demands immediate or special attention, a PO I employee may be required by the AUTHORITY to work on a scheduled holiday. If an eligible PO I employee is required by the AUTHORITY to work on a designated paid holiday, the employee will be entitled to an alternative day off to be taken within the same calendar year, subject to the prior approval of the employee's immediate supervisor.

SECTION 4

Effective with the execution of this Agreement, beginning in the employee's eighth year of service with the SCA, an employee will accrue one discretionary holiday for each year of this Agreement. Effective on the date of execution and on every subsequent July 1st, one discretionary holiday will accrue to an employee in title on said date who has eight years of service. An eligible employee wishing to use a discretionary holiday must request permission from his/her Division Director at least two (2) weeks in advance. Such request may be denied by the AUTHORITY.

SECTION 5

An employee will be paid for unused discretionary holidays remaining at the end of each December. When converting time to cash payment, the rate will be that which is

commensurate with the employee's salary rate in effect December 31st of each year. Payment of any unused discretionary holidays will be included in the 15-day payment cap provided in Article V, Section 4 of this Agreement.

ARTICLE VII - ABSENCE WITHOUT NOTICE

Employees who are absent for four (4) consecutive work days without notice shall be deemed to have resigned unless they have reasonable cause for failure to notify. The issue of the reasonableness of the cause and the penalty, if any, shall be subject to the grievance procedure.

ARTICLE VIII - CHECK-OFF AND AGENCY SHOP

Effective with the execution by the parties of this Agreement, the following union security and check-off provisions shall apply prospectively:

SECTION 1 - Exclusive Check-off Privilege

The AUTHORITY will honor, in accordance with their terms, only such written authorizations as are properly executed by employees in the Unit covered by this Agreement (Unit C) for the deduction of their dues on behalf of the UNION.

SECTION 2 - Dues Check-off Information

The AUTHORITY shall provide monthly to the UNION a complete and up-to-date list of all employees in this Unit who have properly executed written authorizations for the deduction of dues in behalf of the UNION. The AUTHORITY shall also furnish to the UNION such other reasonable information as may be necessary to the UNION for maintaining appropriate records.

SECTION 3 - Agency Shop

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental Agreement annexed hereto.

SECTION 4 - Check-off for Political Purposes

- (a) District Council 37 or any other certified union represented by District Council 37 for the purpose of this Agreement which elects to participate in a separate segregated fund established pursuant to applicable law, including Title 1, USC, Section 441b, to receive contributions to be held for the support of candidates for federal office shall have the exclusive right in conference with applicable law to the check-off for such political purposes in a manner as described in a supplemental agreement hereby

incorporated by reference into this Agreement.

- (b) Any eligible employee covered by this Agreement may voluntarily authorize in writing the deduction of such contributions from the employee's wage for such purpose in an authorization form acceptable to the employer which bears the signature of the employee.
- (c) A copy of the Summary Annual Report to the Federal Elections Commission ("FEC") of each fund shall be submitted by the appropriate participating union to the appropriate agencies and the AUTHORITY at the time of its submission to the FEC.

ARTICLE IX - MANAGEMENT RIGHTS

It is the right of the AUTHORITY to determine the standards of services it shall offer; determine the standards of selection for employment; direct and/or assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of its operations; reorganize its departments or functions; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE X - UNION RIGHTS

SECTION 1

A duly authorized representative of the UNION shall have reasonable access to the premises of the AUTHORITY for the purpose of conferring with the AUTHORITY, delegates of the UNION and/or employees, and for the purpose of administering this Agreement. In all such instances, the UNION representative shall provide advance notification of his/her arrival to the Vice President, Administration or his/her designee. Such visits shall not interfere with the operations of the employer.

SECTION 2

The UNION may meet with bargaining unit members on the premises of the AUTHORITY in an area designated by the Senior Director of Human Resources during the non-working hours of the bargaining unit members.

SECTION 3

The UNION shall notify the AUTHORITY of the authorized employees who serve as on-site representatives (Shop Stewards) and who shall be afforded reasonable time to investigate

and process grievances. Such investigations and grievance processing shall not interfere with the operations of the AUTHORITY and shall be conducted during non-working hours when reasonably possible.

SECTION 4

No employees shall engage in any UNION activity which could unreasonably interfere with the performance of work during his or her working time or in working areas of the AUTHORITY at any time.

SECTION 5

The UNION shall provide the Vice President, Administration or his/her designee with a list of on-site representatives. This list shall be kept current.

SECTION 6

The UNION may post notices on bulletin boards in places and locations where notices are usually posted by the Employer for the employees to read. The bulletins, notices, and materials issued by DC 37 shall be on UNION stationery and signed by the designated official of DC 37 or its appropriate local. Any posted material shall be used only to notify employees of matters pertaining to proper and legitimate UNION business covering employees in the unit. No such material shall be posted which constitutes election campaign material for or against any person, organization or faction thereof.

ARTICLE XI - HEALTH INSURANCE

The AUTHORITY agrees to provide health insurance through the New York City health insurance program. Benefits provided will be consistent with those currently provided by the City of New York to employees represented by DC 37. Modifications made by the City of New York with its employee unions will be honored by the AUTHORITY. This arrangement shall continue until such time as it is modified through collective bargaining by the AUTHORITY and Unit C.

ARTICLE XII - WELFARE FUND

SECTION 1

The AUTHORITY shall continue to make annual contributions to the Welfare Fund on a pro-rata basis per month for full-time per annum employees, on behalf of each employee, whether a member of the UNION or not, who regularly works in any of the titles in this Unit, for the purpose of making available welfare benefits for each employee under a welfare plan established and administered pursuant to a supplemental agreement entered into between the AUTHORITY and the UNION.

SECTION 2

Effective July 1, 2004, an annual administrative fee in the amount of \$35.00 will be charged on a pro-rata basis to all employees and retirees on whose behalf the SCA and DC 37 remit payment to a Union-administered Welfare Fund. The fee will be assessed on all employees and retirees covered by a welfare fund agreement.

SECTION 3

Effective October 1, 2006, there is an increase in the SCA's contribution to the Union-administered Welfare Fund of \$100.00 per year. This increase will be offset, in accordance with Article XII, Section 2, by the \$35.00 annual administrative fee set forth in Article XII, Section 2 of the Agreement. This payment shall be made on behalf of each full time per annum employee to each employee's applicable welfare fund.

The parties agree to be bound and governed by the terms of the 2004 Municipal Labor Committee Health Benefits Agreement.

SECTION 4

Effective November 1, 2006, the AUTHORITY shall make a one-time payment of \$166.67 on behalf of each full-time per annum employee or retiree who is receiving welfare benefits on November 1, 2006. Such payment shall be made to the applicable welfare funds of eligible employees.

SECTION 5

Subject to a separate agreement between the AUTHORITY and the UNION, the UNION shall be entitled to receive such separate contributions as may be provided in this Agreement for welfare, training, and legal services as a single contribution to be paid by the employer into a trusted Administrative Employees Benefits Fund. Such contributions shall be held by the trustees of that Fund for the exclusive purpose of providing through other trusted funds, welfare, training and legal services benefits as the AUTHORITY and the UNION may agree upon. The AUTHORITY shall continue to have the right to review and approve the distribution of funds to, and the level of benefits provided by the Fund or individual funds.

SECTION 6

Effective January 1, 1998, employees who have been separated from service subsequent to January 1, 1998, and who were covered by this welfare fund at the time of such separation pursuant to a separate agreement between the AUTHORITY and the UNION

representing such employees, shall continue to be covered, subject to the provisions hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the AUTHORITY's Health Insurance Program and are entitled to benefits paid by the AUTHORITY through such program.

SECTION 7

When an employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status as of the effective day of the suspension, the employee shall receive full welfare fund and health coverage for the period of suspension.

SECTION 8

If an employee is laid off, on leave, or disabled, and has the AUTHORITY's contributions for basic health insurance discontinued, the UNION may make direct payment to the AUTHORITY's health insurance carriers at the AUTHORITY's premium payment rates on behalf of such employee for a maximum period of one year from the date of discontinuance.

SECTION 9

When a title not previously covered by any welfare fund becomes certified by the UNION, welfare fund payments shall be made to the UNION pursuant to the terms of this Article effective the January 1 or July 1 next following the date of certification.

ARTICLE XIII - SALARIES

SECTION 1 - General Wage Increases

- (a) Effective June 3, 2008, the first day of the first month of the Agreement, eligible employees shall receive a general increase of four (4%) percent. Such increase shall apply only to employees in title June 2, 2008 and shall be computed on the base salary rate paid to employees on June 2, 2008.
- (b) Effective June 3, 2009, the first day of the thirteenth month of the Agreement, eligible employees shall receive a general increase of four (4%) percent. Such increase shall apply only to employees in title June 2, 2009 and shall be computed on the base salary rate paid to employees on June 2, 2009.
- (c) The general increases provided for in Section 1(a) and (b) shall be applied to the applicable salary minimums for the titles in this Unit.

- (d) Notwithstanding the provisions set forth in Section 1 above, the appointment rate for any employee newly hired on or after October 1, 2005, shall be fifteen percent (15%) less than the minimum in effect on the date of hire. Upon completion of two years of active service, an employee hired on or after October 1, 2005 shall be paid the applicable minimum then in effect.

SECTION 2 - Recurring Increment Payment

Effective June 1, 2000, the Authority and the Union agreed to fund a Recurring Incremental Payment (RIP) program for Project Officer Level I only. The RIP provides Project Officer Level I only an additional salary increment for PO I employees who serve in the Project Officer Level I job title continuously for five, ten or fifteen years of Authority only service.

The RIP, inclusive of the general wage increases indicated in Section 1 (a) and (b) above: after five (5) years a total payment of \$1,556; after ten (10) years a total annual payment of \$3,199, and after fifteen (15) years a total annual payment of \$ 4,504. These payments shall not be cumulative.

ARTICLE XIV - ACCESS TO PERSONNEL FOLDERS

Upon written request to the Senior Director of Human Resources, an employee may be granted reasonable access to examine and make copies of the contents of his/her personnel folder in the presence of the AUTHORITY's Human Resources staff, with the exception of certain specified documents such as pre-employment references.

ARTICLE XV - CAR MILEAGE ALLOWANCE

The AUTHORITY hereby agrees to reimburse Unit C employees for the use of personal vehicles for authorized official travel at the rate of \$0.28 per mile for actual miles driven. If, however, the trips made during one day equal less than 30 miles, the employee will be reimbursed at the rate of \$8.40 per day.

ARTICLE XVI - PAYMENT OF DEATH BENEFIT FOR EMPLOYEE WHO DIES FROM INJURY INCURRED IN COURSE OF EMPLOYMENT

In the event that an employee dies because of an injury arising out of and in the course of his or her employment through no fault of his/her own, and in the proper performance of

duties, a payment of \$25,000 will be made from funds other than those of the applicable retirement system. Such payment shall be made to the employee's beneficiary, or if no beneficiary is designated, then in a manner consistent with AUTHORITY practices.

In the event of death of an employee, the AUTHORITY will notify beneficiaries of any benefits to which they may be entitled and where to apply for such benefits.

ARTICLE XVII - DISABILITY BENEFITS FOR ASSAULT WHILE ON DUTY

SECTION 1

Upon the determination of the President and Chief Executive Officer of the AUTHORITY, or designee, that an employee has been physically disabled and unable to work because of an assault arising out of and in the course of his/her employment, the AUTHORITY will grant the injured employee a leave of absence with pay not to exceed eighteen months provided that such injury is compensable under the NY Workers' Compensation Law. If an employee is granted leave of absence with pay pursuant to this Article, the employee shall receive the difference between the employee's weekly salary and the employee's compensation rate without charge against annual or sick leave accruals. The employee shall, as a condition of receiving benefits under this Article, execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury, in an amount equal to the pay received pursuant to this Article and to medical disbursements, if any, made by the AUTHORITY, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the AUTHORITY. The injured employee shall undergo such medical examinations as are requested by the Workers' Compensation Division of the Law Department and the AUTHORITY and when found fit for duty by the Workers' Compensation Board, shall return to his/her employment.

SECTION 2

No benefits shall be paid while an employee is suspended pending disciplinary action, or if an employee is subsequently found to be culpable of having commenced the assault or unnecessarily continuing the assault.

ARTICLE XVIII - GRIEVANCE ARBITRATION AND DISCIPLINE

Effective with the execution of this Agreement:

SECTION 1

Definition: The term "grievance" shall mean:

- (a) a dispute concerning the application or interpretation of the express terms of the Agreement and those documents expressly incorporated therein.
- (b) a claimed assignment of an employee to duties substantially different from those stated in his/her job description.
- (c) a claimed wrongful disciplinary action taken against an employee covered by Section 3 of this Article.
- (d) a claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the AUTHORITY affecting terms and conditions of employment.

SECTION 2

The grievance procedure, except grievances as defined in Section 1 (c) shall be as follows:

- (a) An employee may at any time informally discuss with his/her supervisor a matter which may become a grievance. If the results of such a discussion are unsatisfactory, the employee may present the grievance at Step 1.
- (b) All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1 (b), no monetary award shall in any event cover any period prior to the date of the filing of the Step I grievance, unless such grievance had been filed within thirty (30) days from the assignment to such alleged out-of-title work.

Step I - The employee and/or the UNION shall present the grievance in the form of a memorandum to his/her Division Director no later than 75 days after the date on which the grievance arose. The employee may request an appointment to discuss the grievance. The Division Director shall take any steps necessary to accomplish a proper disposition of the grievance and shall reply in writing by the end of the third work day following the date of submission of the grievance.

Step II - An appeal from an unsatisfactory determination at Step I shall be presented by the employee and/or the UNION in writing to the President or the President's designated representative.

The appeal must be made within ten work days of the receipt of the Step I determination. The President or designated representative, if any, shall meet with the employee and/or the UNION for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which

the appeal was filed.

Step III - An appeal from an unsatisfactory determination at Step II may be brought solely by the UNION for impartial arbitration within fifteen (15) work days after receipt of the Step II determination.

In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The AUTHORITY shall commence such arbitration by serving a Notice of Intent to Arbitrate on the UNION.

The costs and fees of arbitration shall be borne equally by the UNION and the AUTHORITY. Adequate notice of the issue(s) to be arbitrated shall be given by the party requesting arbitration.

SECTION 3 - Disciplinary Action

The disciplinary procedure set forth in this section shall be in lieu of the procedure specified in Section 75 and 76 of the New York State Civil Service Law and shall apply to all persons who would otherwise be subject to Section 75 and 76 of the New York State Civil Service Law. For employees in the non-competitive class, which only applies to PO I employees, the procedures shall apply to those employees who have served in the same or similar non-competitive title for one year. For employees in the competitive class, which only applies to APO I and APO II employees, the procedures shall apply to those employees who have served provisionally in those titles for two years. Once a Civil Service examination has been given and a list established this access to disciplinary procedures expires for APO I and APO II employees and they will be subject to Civil Service Law.

- (a) The AUTHORITY shall have the right to discipline or dismiss any employee for incompetency or misconduct.
- (b) Discipline for incompetency or misconduct shall be implemented in accordance with the following sequence of progressive actions:
 - (i) A Written Warning, setting forth reasons therefore (the charges) shall be given to the employee. A copy of such written warning shall be mailed or given to a union representative within five work days of its issuance. Following the service of such written warning, the employee may protest the warning in writing within ten work days thereof and have his/her protest dealt with through the grievance procedure as hereinafter provided. Failure to so protest within the allotted time period shall terminate his/her right to protest the warning thereafter.
 - (ii) Probationary Notice in Lieu of Suspension, setting forth the reasons

therefore (the charges), shall be given to the employee not less than thirty days after a written warning has been issued and not less than thirty days before a notice of dismissal is effectuated, so that the employee may have additional time to correct the condition(s) complained of. A copy of the probationary notice shall also be given or mailed to a union representative within five work days of its issuance. Following the service of such notice, the employee may protest the probationary notice in writing within ten work days and have his/her protest dealt with through the grievance procedure as hereinafter provided. Failure to so protest within the allotted time period shall terminate his/her right to do so thereafter.

- (iii) A Notice of Dismissal; setting forth the reasons therefore (the charges), shall be served upon the employee if, after the completion of the thirty day probationary period, the employee's performance does not improve. A copy of the Notice of Dismissal shall also be given or mailed to a union representative within five work days of its issuance. Following the service of such notice, the employee may protest the Notice of Dismissal in writing within ten work days of its issuance and have his/her protest dealt with through the grievance procedure as hereinafter provided. Failure to so protest within the allotted time period shall terminate his/her right to protest the dismissal thereafter.
- (c) An employee may be dismissed for gross misconduct without prior Written Warning or Probationary Notice in Lieu of Suspension. A written Notice of Dismissal, setting forth the reasons therefore (the charges), shall be given to the employee. A copy shall also be given or mailed to a union representative within five work days. If the employee protests such dismissal in writing within ten work days of receiving the notice of dismissal, the protest will be dealt with through the grievance procedure as hereinafter provided. Failure to so protest within the allotted time period shall terminate his/her right to protest the dismissal thereafter.
- (d) Grievances relating to a claimed wrongful issuance of a Written Warning, Probationary Notice in Lieu of Suspension, or Notice of Dismissal shall be subject to and governed by the following procedure:
 - Step 1 - Following the service of charges, including Written Warning or Probationary Notice or Notice of Dismissal pursuant to Sections 3 (b) and (c) above, a conference with such employee shall be held with to review the charges by the Division Director or designee of his or her Division. The employee may be represented at such conference by a representative of the UNION. The Division Director shall take any steps necessary to accomplish a proper disposition of the charges and shall issue a determination in writing by the end of the third day following the date of the conference.

Step II - If the employee is not satisfied with the decision in Step I above, he/she may appeal such decision. The appeal must be within five (5) work days of the receipt of such decision. Such appeal shall be treated as a grievance appeal beginning with Step II of the Grievance Procedure set forth in Section 2.

- (e) Pre-hearing suspension pending the hearing and determination of charges at the Step II level:

An employee may be suspended from duty without pay when the President or his/her designee has determined that the continued presence of the employee on the job may endanger the health or safety of the employee, visitors, AUTHORITY or contractor personnel or property. The period of suspension without pay may be for a period not to exceed 30 days.

- (f) Written Warnings, Probationary Notices, and Dismissals shall not be implemented until the issuance of the Step II determination.
- (g) No removal or disciplinary proceeding shall be commenced more than eighteen months after the occurrence of the alleged incompetency or misconduct complained of and described in the charges, provided, however, that such limitation shall not apply where the incompetency or, misconduct complained of in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.

SECTION 4

- (a) The AUTHORITY and the UNION hereby agree to the establishment of a panel of five permanent arbitrators for the purpose of this Agreement. Following the service of a Notice of Intent to Arbitrate, one of the named arbitrators shall jointly be retained by the parties in order of first availability. It is the responsibility of the party requesting arbitration to contact the arbitrator regarding availability and to schedule such arbitration in an expeditious manner. After appointment of the arbitrator, the arbitration shall proceed in accordance with the procedures which are hereinafter prescribed. The assigned arbitrator shall hold a hearing at a time and place convenient to the parties. Termination cases shall be given priority in scheduling.
- (b) The parties agree that any dispute concerning administration of the arbitration process, or any request for arbitration which cannot be heard in accordance with the above procedure due to a dispute between the parties, shall be referred jointly to the American Arbitration Association.
- (c) Any party wishing to have a stenographic record shall make arrangements directly with a stenographer and shall notify the other parties of such arrangements in advance of the hearing. The requesting party or parties shall pay the cost of such

record. If such transcript is agreed by the parties to be, or in appropriate cases determined by the arbitrator to be, the official record of the proceeding, it must be made available to the arbitrator and to the other party for inspection, at a time and place determined by the arbitrator.

- (d) The arbitrator shall act in a judicial, and not legislative capacity, and shall be without power or authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Furthermore, the arbitrator shall have no right to order the payment of punitive damages of any kind whatsoever. S/He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him/her. In deciding the case, the arbitrator shall render a written award and a reasonably concise opinion and shall not submit observations or declarations of opinion which are not essential in reaching the decision. In the event the arbitrator finds a violation of the terms of this Agreement; s/he shall fashion an appropriate remedy. However, with respect to grievances as defined in Section 1(c), the arbitrator's authority will be limited to a review of determinations of whether or not the employee engaged in the acts and/or omissions complained of and if the procedures outlined in Section 3 above were followed. The arbitrator shall have no authority to change or modify the penalties specified in Section 3 above or order a different or additional penalty.

The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The arbitrator shall mail a copy of his/her Opinion and Award to the Senior Director of Human Resources and the UNION. The decision shall be based solely upon his/her interpretation of the meaning or application of this Agreement to the facts of the grievance presented.

- (e) A decision rendered consistent with terms of this Agreement shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the NY Civil Practice Law and Rules.

SECTION 5

If a determination satisfactory to the UNION at any level of the Grievance Procedure is not implemented within a reasonable time, the UNION may re-institute the original grievance at STEP II of the Grievance Procedure; or if a satisfactory STEP II determination has not been so implemented, the UNION may institute a grievance concerning such failure to implement at STEP III of the Grievance Procedure.

SECTION 6

If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the AUTHORITY's last answer. If the AUTHORITY exceeds any time limit prescribed at any step in the Grievance Procedure, the grievant and/or the UNION may invoke the next step of the procedure, except that only the UNION or AUTHORITY may invoke impartial arbitration under STEP III.

SECTION 7

The AUTHORITY shall notify the UNION in writing of all grievances filed by employees, all grievance meetings, and all determinations. The UNION shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours notice of all grievance meetings.

SECTION 8

Each of the steps in the Grievance Procedure, as well as the time limits prescribed at each step of this Grievance Procedure, may be waived by mutual agreement of the parties, confirmed in writing.

SECTION 9

A grievance concerning a large number of employees which concerns the claimed misinterpretation, inequitable application, violation, or failure to comply with the provisions of this Agreement may be filed directly at Step II of the grievance procedure by the Union. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

SECTION 10

The grievance and arbitration procedure contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing or seeking to set aside the Arbitrator's award in court.

ARTICLE XIX - RIGHTS TO UNION REPRESENTATION DURING INVESTIGATORY INTERVIEWS

SECTION 1 - Inspector General Interview

(a) When an employee is summoned to an interview with or at the Office of the

Inspector General in connection with a disciplinary proceeding or investigation, except where an emergency is present or where considerations of confidentiality are involved, the following procedure shall apply:

1. Employees who are summoned to the Office of the Inspector General shall be notified, whenever feasible, in writing at least two (2) work days in advance of the day on which the interview is to be held, and a statement of the reason for the summons shall be attached.
- (b) Whenever such an employee is summoned for an Inspector General interview for the record which may lead to disciplinary action, the employee shall be entitled to be accompanied by a lawyer or a UNION representative and the employee shall be informed of this right. If a statement is taken, the employee shall be entitled to a copy and to keep such information confidential.
 - (c) Whenever possible, such interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.
 - (d) Upon the conclusion of an investigation conducted by the Inspector General, an employee who has been notified that he or she has been the subject of said investigation shall be advised of its disposition.

SECTION 2 - Interview Outside Supervisory Chain of Command

- (a) When an employee is summoned to an interview which may lead to a disciplinary action and which is conducted by someone other than the Inspector General who is outside the normal supervisory chain of command, the following procedure shall apply:
 1. Employees who are summoned to the appropriate office of the AUTHORITY shall be notified, whenever feasible, in writing at least two (2) work days in advance of the day on which the interview or meeting is to be held, and a statement of the reason for the summons shall be attached, except where an emergency is present or considerations of confidentiality are involved.
- (b) Whenever such an employee is summoned for an interview or meeting for the record which may lead to disciplinary action, the employee shall be entitled to be accompanied by a UNION representative or a lawyer, and the employee shall be informed of this right. If a statement is taken, the employee shall be entitled to a copy and to keep such information confidential.
- (c) Wherever possible, such meetings and interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.

- (d) Upon the conclusion of such an investigation, an employee who has been notified that he or she has been the subject of said investigation shall be advised of its disposition.

ARTICLE XX - LAYOFFS

SECTION 1 - General Layoff Provisions

Layoffs of employees in this Unit shall be administered in a manner consistent with the New York State Civil Service Law and shall be subject to the provisions of this article.

Where layoffs are scheduled, the following procedures shall be used:

- (a) Notice shall be provided to the UNION not less than 20 days before the effective date of projected layoffs.
- (b) Not less than 20 days before the effective date of projected layoffs, designated representatives of the AUTHORITY shall meet and confer with the designated representatives of the UNION with the objective of considering feasible alternatives to all or part of such scheduled layoffs, including, but not limited to: (i) exploring redeployment opportunities with other City and State agencies; (ii) the use of Federal and State funds wherever possible to retain or reemploy employees scheduled for layoff and; (iii) encouragement of early retirement and the expediting of the processing of retirement applications.

SECTION 2 - Procedures for Layoffs in the Non-Competitive Class

Where, because of economy, consolidation or abolition of functions, curtailment of activities or otherwise, positions covered by this Agreement are abolished or reduced in rank or salary grade, suspension or demotion, as the case may be, among incumbents holding the same or similar positions shall be made in the inverse order of seniority as defined below.

Upon the abolition or reduction of positions, incumbents holding the same or similar positions who have not completed their probationary service shall be suspended or demoted, as the case may be, before any incumbents who have completed their probationary terms, and in inverse order of seniority as defined below.

- (a) Former Local 375 Board of Education employees who without break in employment became Local 375 AUTHORITY employees shall have their seniority measured on

the basis of their first date of service with a City agency, its boards and corporation, including the Board of Education ("city service") followed by continuous employment in city service.

- (b) Employees not employed by the Board of Education immediately prior to appointment to the AUTHORITY who have completed their probationary period ("new employees") shall have their seniority measured from their first date of employment with the AUTHORITY.
- (c) Among new employees who have not completed their probationary periods, seniority shall be measured from the first date of employment with the AUTHORITY.

SECTION 3

Except for cause, or due to the movement of civil service lists, no full time per annum employee covered by this Agreement shall be displaced or involuntarily separated from service during this Agreement only through September 30, 2002. Section 3 of Article XX – Lay-Offs shall sunset on September 30, 2002, and does not continue past the expiration of this Agreement on that date.

This provision shall not apply in the event of a financial emergency in anticipation of the invocation of the applicable provisions of the Financial Emergency Act of 1975, Section 5402.

ARTICLE XXI - FAIR PRACTICES

SECTION 1

The UNION, in its capacity as bargaining representative for employees covered by this Agreement, and the AUTHORITY, as the employer of employees covered by this Agreement, agree to abide by all applicable federal, state and local laws. Neither the AUTHORITY, nor the UNION shall discriminate against or in favor of any bargaining unit employee on account of race, sex, color, religion, creed, age, disability, national origin, citizenship status, union activity, veteran's status, marital status, sexual orientation, or affectional preference.

SECTION 2

Sexual harassment is unacceptable conduct and will not be permitted or tolerated.

SECTION 3

The AUTHORITY, after notification to the UNION, shall be permitted to take all actions legally required to comply with the Americans With Disabilities Act.

ARTICLE XXII - NO STRIKE PLEDGE

The UNION and the AUTHORITY recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The UNION and the AUTHORITY subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the programs and activities conducted by the AUTHORITY. The UNION therefore agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by employees covered by this Agreement nor any instigation thereof.

ARTICLE XXIII - ID CARDS

The AUTHORITY shall furnish identification cards to all employees at the time of hire. The loss of an identification card shall be reported immediately and the card shall be replaced at cost to the employee. Upon separation from service, an employee shall not receive a final paycheck until the employee's identification card has been returned or an appropriate affidavit of loss has been submitted.

ARTICLE XXIV - EFFECT OF LEGISLATION-SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New York or the City of New York, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; provided however, that the parties meet and confer with regard to the substitute action; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXV – SHIFT DIFFERENTIAL

SECTION 1 - For APO I and APO II employees only

An APO I or APO II employee shall receive a shift differential equal to ten percent of the

employee's basic hourly rate for each hour worked between 6:00 p.m. and 8:00 a.m., if the employee's daily work period has been scheduled and more than one hour of such daily work falls between the hours 6:00 p.m. and 8:00 a.m. All shift hours must be authorized by management in advance before working a shift.

APO I or APO II employees hired on or after October 1, 2004, during the first three (3) years of employment only, shall receive a shift differential equal to ten percent of the employee's basic hourly rate for each hour worked between 8:00 p.m. and 8:00 a.m., if the employee's daily work period has been scheduled and more than one hour of such daily work falls between the hours 8:00 p.m. and 8:00 a.m.

An APO I or APO II employee working overtime shall not receive a shift differential for such work but shall receive overtime pay as provided in Article XXVI.

SECTION 2 - For PO I employees only

A PO I employee shall receive a shift differential equal to ten percent of the employee's basic hourly rate for each hour worked between 6:00 p.m. and 8:00 a.m. if any of the following circumstances occur:

- a) if more than one hour of a PO I's daily tour of duty is scheduled between the hours of 6:00 p.m. and 8:00 a.m.
- b) for all hours worked on a Saturday and/or Sunday provided the PO I's scheduled tour of duty includes a Saturday and/or Sunday.
- c) if a PO I is scheduled by management to work an established evening or weekend tour of duty.
- d) after the second and subsequent occasions within a six (6) month period, either January 1 to June 30 or July 1 to December 31, if a PO I is directed by management to work scattered evening hours beyond the end of their daily tour of duty with no advanced notice. Section 2 (d) expires on December 31, 2004 and will no longer be applicable.
- e) All shift hours, as noted in subparagraphs a, b, c, and d, must be authorized by management in advance before working a shift.

PO I employees hired on or after October 1, 2004, during the first three (3) years of employment only, shall receive a shift differential equal to ten percent of the employee's basic hourly rate for each hour worked between 8:00 p.m. and 8:00 a.m., if the employee's daily work period has been scheduled and more than one hour of such daily work falls between the hours 8:00 p.m. and 8:00 a.m.

ARTICLE XXVI – APO OVERTIME

SECTION 1

The Authority will pay overtime to APO I and APO II employees in accordance with the Fair Labor Standards Act. The provision of this section shall apply only to overtime performed in excess of an employee's regular workweek as defined in Article I, section 1 and which has been properly directed and authorized in advance by the appropriate division head or his or her designee.

SECTION 2

An APO I or an APO II employee whose regular workweek is 37.5 hours shall be paid the employee's basic hourly rate for overtime worked in excess of 37.5 but less than 40 hours during a workweek.

SECTION 3

An APO I or an APO II employee who works over 40 hours during a workweek will be paid one and one-half (1.5) times the employee's basic hourly rate for overtime worked in excess of 40 hours during a workweek.

SECTION 4

An APO I or an APO II employee who works on one or more of the ten paid holidays, as listed in Article VI, will be paid his or her regular salary for the holiday, plus a cash payment equal to 50% for all hours worked on the holiday and shall receive annual leave credit equivalent to the number of hours worked on the holiday.

SECTION 5

An APO I or APO II employee who is directed by the AUTHORITY to work on a scheduled day off, or is directed to return to work after completing his or her normal tour of duty, shall be guaranteed a minimum of four hours pay for the day.

SECTION 6

There shall be no rescheduling of tours of duty to avoid the payment of overtime compensation.

ARTICLE XXVII – PO I COMPENSATORY TIME PROGRAM

Effective June 29, 2007, the compensatory time program will be modified for PO I employees only. Once a PO I employee works more than 80 hours in a 2-week pay period, as defined by the SCA Timekeeping System, he/she will receive one hour of compensatory time for every additional hour worked beyond the 80th work hour. These hours can be banked on an annual basis up to a maximum of 112.5 compensatory time hours, equivalent to 15 days annually. SCA management must direct and authorize in advance all hours worked beyond the end of the regular workday by a PO I. SCA management must approve the scheduled use of compensatory time hours in advance. All compensatory time hours must be used by the PO I by the end of each calendar year, December 31st, or the unused hours will be forfeited by the PO I on that December 31st.

Note: Compensatory time hours accrued by a PO I during the month of December and not used by December 31st, will be carried over into the next calendar year for a time period not to exceed three months, ending on March 31st, for use by the PO I. Any such carried over time not used by that March 31st shall be forfeited on March 31st.

ARTICLE XXVIII - DURATION OF AGREEMENT

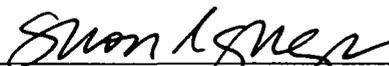
The terms of this Agreement shall be effective as of June 3, 2008 and shall continue in full force and effect until June 2, 2010.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.



LILLIAN ROBERTS
Executive Director
District Council 37
AFSCME, AFL-CIO

June 17, 2009
Date signed



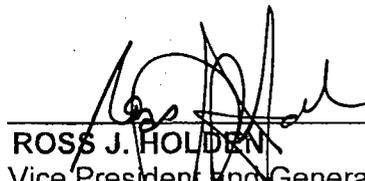
SHARON L. GREENBERGER
President & CEO
New York City School
Construction Authority

6.19.09
Date signed



CLAUDE FORT
President
Local 375

June 17, 2009
Date signed



ROSS J. HOLDEN
Vice President and General Counsel
New York City School
Construction Authority

June 19, 2009
Date signed



MICHAEL van BIEMA
Vice President, Administration
New York City School
Construction Authority

6/18/09
Date signed



June 1, 2009



Mr. Dennis Sullivan
Director, Department of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Pre-Tax Benefits

Dear Mr. Sullivan:

This letter will continue the understanding that the parties reached during the negotiation of this collective bargaining agreement between the New York City School Construction Authority (SCA) and DC 37 for employees in Unit C, that the SCA has agreed to participate in the City of New York pre-tax benefits program with respect to the Health Care Flexible Spending Account (HCFSA) and the Dependent Care Assistance Program (DeCAP) as long as these programs are offered by the City of New York to its employees.

We will participate in the City's pre-tax benefit programs subject to the terms and conditions of the flexible spending programs offered.

Sincerely,

A handwritten signature in cursive script that reads "Sharon L. Greenberger".

Sharon L. Greenberger
President & CEO



June 1, 2009

Mr. Dennis Sullivan
Director, Department of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Labor/Management Committee on Promotional Opportunities

Dear Mr. Sullivan:

This will confirm the understanding of the parties reached during negotiation of this collective bargaining agreement between the SCA and DC 37 for employees in Unit C concerning promotional opportunities within the Authority. The parties have agreed to the establishment of a labor-management committee upon the execution of the collective bargaining agreement to discuss issues related to promotional opportunities within the Authority.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sharon L. Greenberger".

Sharon L. Greenberger
President & CEO



June 1, 2009



Mr. Dennis Sullivan
Director, Department of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Substance Abuse Policy

Dear Mr. Sullivan:

This letter will continue the understanding that the parties reached during this collective bargaining agreement for employees in Unit C, with respect to the development of a Substance Abuse Policy.

The SCA and DC 37 agreed to jointly develop and implement a Substance Abuse Policy during the term of this agreement.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sharon L. Greenberger".

Sharon L. Greenberger
President & CEO



June 1, 2009



Mr. Dennis Sullivan
Director, Department of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Education and Training Fund

Dear Mr. Sullivan:

This letter will continue the understanding reached by the parties during the negotiation of this *collective bargaining agreement* between the SCA and DC 37 for employees in Unit C, concerning the SCA's contribution to an education and training fund.

The parties have agreed that the SCA will contribute \$25 per employee for each year of this Agreement to the Local 375 administered training fund pursuant to a separate agreement.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sharon L. Greenberger".

Sharon L. Greenberger
President & CEO



June 1, 2009

Mr. Dennis Sullivan
Director, Department of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Career Progression from APO I to APO II

Dear Mr. Sullivan:

This letter will continue the understanding the parties reached during the negotiation of this collective bargaining agreement between the New York City School Construction Authority (SCA) and DC 37 for a career progression from APO I to APO II.

An APO I will, after serving one year of full time employment at the SCA as an APO I with a performance evaluation rating of good or better, be placed in the APO II title at the applicable minimum salary in effect. However, if the APO I's job performance rating is below good, he or she will be re-evaluated in 90 days. If at the end of this 90 day re-evaluation period the APO I's performance rating improves to good or better he or she will be placed in the APO II title at the applicable minimum salary in effect. If there is no improvement in the APO I's job performance rating, the SCA can demote, reassign, or terminate the APO I.

Once a Civil Service exam has been given and a list established this career progression agreement expires for APO I and APO II employees and they will be subject to Civil Service Law.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sharon L. Greenberger".

Sharon L. Greenberger
President & CEO



June 1, 2009



Mr. Dennis Sullivan
Director, Department of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Pension Issues

Dear Mr. Sullivan:

This letter will memorialize the understanding that the parties reached during the negotiation of this collective bargaining agreement between the New York City School Construction Authority ("SCA") and DC 37 covering employees in Unit C, that the parties agree to follow all agreements or discussion between the City of New York and unions representing its unionized employees with respect to pension issues.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sharon L. Greenberger".

Sharon L. Greenberger
President & CEO



June 1, 2009



Mr. Dennis Sullivan
Director, Department of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Additional Compensation Fund

Dear Mr. Sullivan:

This letter will memorialize the understanding that the parties reached during the negotiation of this collective bargaining agreement between the New York City School Construction Authority ("SCA") and DC 37 covering employees in Unit C, with respect to the additional compensation fund.

The SCA and DC 37 agree that, effective the last day of the collective bargaining agreement, June 2, 2010, an additional compensation fund not to exceed ten one-hundredths (0.10%) percent will be made available to covered employees to be applied in a manner mutually agreed to by the parties and consistent with Agreements between the City of New York and unions representing unionized employees; provided, however, that such funds may not be used to enhance the general wage increases, minimums and maximums, and reduced hiring rates for new employees set forth in Article XIII, Section 1 of this collective bargaining agreement. The funds to be made available shall be based on December 31, 2007 payroll, including spin offs and pensions.

Sincerely,

A handwritten signature in black ink that reads "Sharon L. Greenberger".

Sharon L. Greenberger
President & CEO



June 1, 2009

Mr. Dennis Sullivan
Director, Department of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Overtime Claims

Dear Mr. Sullivan:

This is to confirm our mutual understanding and agreement that, based on the contract settlement between the parties, for the duration of the agreement, June 3, 2008 through June 2, 2010, District Council 37 and Local 375 shall not bring any claims in any forum against the NYC School Construction Authority or Department of Education or their employees or agents concerning the alleged right of employees in the Project Officer I title to overtime compensation for hours worked in excess of forty (40) per week.

The parties have established a Project Officer I Compensatory Time Program.

Sincerely,

Sharon L. Greenberger
President & CEO

Agreed and Accepted on Behalf of District Council 37 and Local 375

BY:
Lillian Roberts, Executive Director
District Council 37

Claude Fort, President
Local 375

NEW YORK CITY SCHOOL
CONSTRUCTION AUTHORITY



October 26, 2005
Mr. Claude Fort, President
District Council 37, Local 375
125 Barclay Street
New York, NY 10007

RE: Unit C - Additional 1% Compensation through the identification of funding by the Joint Labor Management Committee on Productivity Initiatives

Dear Mr. Fort:

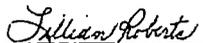
In the 2002- 2005 contract between the New York City School Construction Authority, (the Authority) and District Council 37, AFSCME-AFL-CIO, Local 375 (the Union), representing Unit C employees, the parties agreed that a "Joint Labor Management Committee on Productivity Initiatives" would provide for an additional one percent (1%) general wage increase for employees subject to the identification of funding by this Committee.

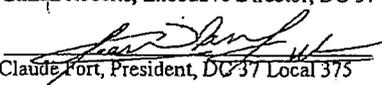
The New York City School Construction Authority and District Council 37, Local 375 Joint Committee on Productivity Initiatives met on September 23, 2005 and have agreed to the following measures as funding for the one percent (1%) general wage increase:

1. Mutual efforts to reduce paid sick leave usage.
2. Mutual efforts to contain workers' compensation costs.
3. A change in the absence without notice clause; (Article VII) reducing the numbers of days from 5 consecutive work days to 4 consecutive work days.

The general wage increase of one percent (1%) will be effective on the first day of the twenty-fifth month of the contract (October 1, 2004). This 1% general wage increase will be based upon the base rates of the applicable titles in effect on the last day of the twenty-fourth month of the contract (September 30, 2004). The 1% general wage increase shall be applied to the base rates, incremental salary levels, minimum and maximum rate and "additions to gross". Additions to gross will be defined to include: evening or night shift differentials and recurring increment payments.

Agreed: 
William H. Goldstein, President & CEO
NYC School Construction Authority


Lillian Roberts, Executive Director, DC 37


Claude Fort, President, DC 37 Local 375

30-30 Thomson Avenue
Long Island City, NY 11101
Tel 718-472-8000
Fax 718-472-8840
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NEW YORK CITY SCHOOL
CONSTRUCTION AUTHORITY

EXECUTIVE OFFICE

RONALD A. GOTTLIEB, P.E.
President & CEO

October 10, 2002



Mr. Claude Fort, President
District Council 37, Local 375
125 Barclay Street
New York, NY 10007

Re: Modification of the Project Officer I Performance Recognition
Program sideletter agreement, dated May 15, 1998

Dear Mr. Fort:

In the 1995 - 2000 contract between the New York City School Construction Authority, (the Authority) and District Council 37, AFSCME-AFL-CIO, Local 375 (the Union), representing Unit C employees, the parties agreed to develop a performance recognition program for Project Officer I (PO I) employees in accordance with a sideletter agreement, dated May 15, 1998. At a July 3, 2002 bargaining session, the Union requested a permissible modification of this sideletter agreement to allow the use of the performance recognition program funds to develop an alternative program that would recognize the performance of all PO I employees.

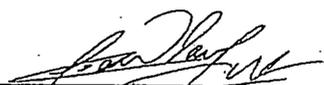
On September 25, 2002, the Authority and the Union agreed to modify the sideletter agreement of May 15, 1998 to fund a Recurring Incremental Payment ("RIP") program for PO I employees only. The RIP would provide PO I employees an additional salary increment for those who serve in that job title continuously for five, ten or fifteen years of Authority only service. The amounts are: after five years a total annual payment of \$1,239; after ten years a total annual payment of \$2,548; and after fifteen years a total annual payment of \$3,587. These payments shall not be cumulative.

This program is effective retroactive to June 1, 2000 and is funded in a manner consistent with the provisions of Section 6 of the 1995 Municipal Coalition Memorandum of Economic Agreement (MCM EA) on behalf of the City of New York and various civilian unions.

Sincerely,


Ronald A. Gottlieb, P.E.
President & CEO

Agreed:


Claude Fort, President
District Council 37, Local 375

30 - 30 Thomson Avenue
Long Island City, NY 11101-3045
Tel: 718 472-8003
Fax: 718 472-8009
rgottlieb@nycsca.org

Unit C
June 3, 2008 - June 2, 2010
Salary Schedule

	6/3/2008	Hiring Rate 6/3/2008	6/3/2009	Hiring Rate 6/3/2009
Assistant Project Officer, Level I				
Minimum Salary	\$ 48,256	\$41,962	\$ 50,187	\$43,641
Assistant Project Officer, Level II				
Minimum Salary	\$ 53,545	\$46,561	\$ 55,687	\$48,423
Maximum Salary	\$ 64,783		\$ 67,375	
Project Officer, Level I				
Minimum Salary	\$ 78,163	\$67,968	\$ 81,290	\$70,687

5 Year RIP	\$ 1,496	\$ 1,556
10 Year RIP	\$ 3,076	\$ 3,199
15 Year RIP	\$ 4,331	\$ 4,504