



**2000-2002 Agreement covering
Custodial Stores Stock and Security
Employees of the Classified Services of
The City University of New York
BLUE COLLAR CONTRACT**

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AGREEMENT entered into this 7th day of June, 2005 by and between The City University of New York, hereinafter also referred to as "The University" or "the Employer," and District Council 37, AFSCME, AFL-CIO (and its affiliated Locals 983, 1597, and 1797), International Brotherhood of Teamsters, Local 237, AFL-CIO, and Service Employees International Union, Local 300, AFL-CIO; hereinafter referred to jointly as "the Union" and individually as the "respective Union," for the twenty-seven month period from July 1, 2000 to September 30, 2002, except that with respect to certain economic terms and conditions, as identified hereinafter, for titles for which the respective Union is IBT, Local 237, or SEIU, Local 300, the period shall be from April 1, 2000 to June 30, 2002.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows;

ARTICLE I - UNION RECOGNITION, UNIT DESIGNATION AND DEFINITIONS**Section 1.**

The University recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, which may be called the Custodial, Security and Stores-Stock Unit, or the Blue Collar Unit, consisting of employees of the University, wherever employed, whether full-time, part-time, per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be recognized by the University or certified by the New York State Public Employment Relations Board to be part of the unit herein for which the Union is the exclusive collective bargaining representative:

<u>TITLE CODE</u>	<u>TITLE</u>	<u>RESPECTIVE UNION</u>
04841	CAMPUS SECURITY ASSISTANT	IBT, Local 237
04842	CAMPUS SECURITY OFFICER	IBT, Local 237
04844	CAMPUS PEACE OFFICER	IBT, Local 237
04845	COLLEGE SECURITY SPECIALIST	IBT, Local 237
04846	CAMPUS PUBLIC SAFETY SERGEANT	IBT, Local 237
12200	STOCK WORKER	IBT, Local 237
12202	SUPERVISOR OF STOCK WORKERS	IBT, Local 237
91212	MOTOR VEHICLE OPERATOR	DC 37, Local 983
80910	ELEVATOR OPERATOR	DC 37, Local 1597
90510	EXTERMINATOR	DC 37, Local 1597
81310	GARDENER	DC 37, Local 1597
04861	CUNY CUSTODIAL ASSISTANT	DC 37, Local 1597
82015	CUSTODIAL ASSISTANT	DC 37, Local 1597
90644	CITY CUSTODIAL ASSISTANT	DC 37, Local 1597
04862	CUSTODIAL SUPERVISOR (CUNY)	DC 37, Local 1797
80510	CUSTODIAL SUPERVISOR	DC 37, Local 1797
80535	SENIOR CUSTODIAL SUPERVISOR	DC 37, Local 1797
80560	ASSISTANT PRINCIPAL CUSTODIAL SUPERVISOR	DC 37, Local 1797
80561	PRINCIPAL CUSTODIAL SUPERVISOR	DC 37, Local 1797
81112	PRINCIPAL PARK SUPERVISOR	DC 37, Local 1797
91310	SUPERVISOR	DC 37, Local 1797
80935	ELEVATOR STARTER	SEIU, Local 300

Section 2.

- (a) i. The terms "employee" and "employees" as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.
- ii. Notwithstanding any other provisions of this Article, for the purposes of all Articles listed below, unless otherwise indicated in such Article, the terms "employee" and "employees" shall mean a full time per annum person(s) in the bargaining unit described in Section 1.

Article VI	Work Week
Article VII	Holiday, Shift Differential and Holiday Premium
Article VIII	Overtime
Article IX	Time and Leave
Article X	Time and Leave Variations
Article XVII	Job Security
Article XX	Special Provisions Applicable to Custodial Entry Level Titles

- iii. The term "part-time employee" or "hourly employee" shall mean a person who is regularly employed for fewer hours per week than the normal work week, as described in Article VI, Section 1.
- (b) The term "College" shall mean a Senior College or Community College of The University, the "Central Office," and the "Graduate School and University Center."
- (c) The term "President" shall mean a President or Acting President of a College, and, with regard to the Central Office, the Chancellor or Acting Chancellor of the University.
- (d) The term "respective union" shall mean the Union and local which represents a particular title or group of titles within this bargaining unit as indicated in Section 1 of this Article, except that for the purposes of Sections 1, 3, 4, 5, 7, and 8 of Article IV, the term "respective union" shall also mean District Council 37, AFSCME.
- (e) The term "work location" shall mean a site listed in "Appendix A" to this agreement.

Section 3.

Notwithstanding any other provisions of this Article, and in accordance with Section 201.7(a) of Article 14 of the New York State Civil Service Law, persons employed by the University in managerial or confidential positions shall be excluded from the bargaining unit described in Section 1. The parties shall meet and identify such position(s), and the results shall be set forth in a separate agreement; to the extent the parties cannot agree, the matter shall be referred to the New York State Public Employment Relations Board for resolution. Pending resolution of this matter, those positions previously excluded by the New York City Office of Collective Bargaining shall remain excluded.

Section 4.

In the event that the current prohibition against bargaining for retirement benefits is discontinued, the parties shall recommend to the principal parties of any negotiations regarding provisions of the New York City Employees Retirement System that the University participate in such negotiations, and its employees be covered by the results thereof.

ARTICLE II - UNION RIGHTS AND UNION SECURITY

Section 1

(a) Each respective Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each employee in a title which is associated with that respective Union under the terms of the agreement among such respective Unions dated June 4, 1980. Procedures established under City of New York Mayor's Executive Orders 98 and 99, both dated May 15th, 1969, shall remain in effect until successor University procedures are promulgated.

(b) Any employee, other than one excluded from Union membership pursuant to Article I, Section 3, may authorize the deduction of dues from the employee's wages and designate the respective Union as the recipient thereof. Such authorization shall be in a form acceptable to the University, and shall bear the signature of the employee.

Section 2.

The University and the Union agree that employees shall be subject to an agency shop fee deduction to the extent permitted by applicable law and in accordance with procedures contained in a separate agreement hereby incorporated by reference into this Agreement.

Section 3.

Each respective Union shall have reasonable access to its dues check-off authorization cards in the custody of the University.

Section 4.

To the extent practicable, when an employee transfers from one College to another but remains in a title represented by the same respective Union, the employee shall continue to be covered by the same dues check-off authorization card and not required to sign another authorization card. The College where the employee was formerly employed shall transfer the check-off authorization card to the employee's new College.

The University will issue appropriate administrative instructions to all colleges to insure compliance with this provision.

Section 5.

When an employee is promoted or reclassified to another title represented by the same respective Union as that which represents the employee's former title, the dues check-off shall continue uninterrupted.

The University will issue appropriate administrative instructions to all colleges regarding this provision.

Section 6.

When an employee returns from an approved leave of absence without pay or is reappointed or temporarily appointed from a preferred list to the same College in the same title, or in another title represented by the same respective Union, any dues check-off authorization in effect prior to the approved leave or layoff shall be reactivated.

The University will issue appropriate administrative instructions to all Colleges regarding this provision.

Section 7.

(a) Where orientation kits are supplied to new employees, the respective Unions representing such employees shall be permitted to have union literature included in the kits, provided such literature is first approved for such purpose by the University Office of Faculty and Staff Relations.

(b) The University shall distribute to all newly hired employees information regarding their union administered health and security benefits, including the name and address of the fund that administers said benefits, provided such fund supplies the University the requisite information printed in sufficient quantities.

(c) The University shall distribute information regarding the New York City Health Insurance Program and enrollment forms to eligible employees prior to the completion of thirty (30) days of employment.

Section 8.

(a) The University shall furnish to each respective Union which makes a request, once a year between March 15 and July 1, or such other 3 ½ month period as the University shall designate, a listing of employees by job title code, home address when available, social security number and college code number, as of December 31st of the preceding year, or such date as shall in like manner correspond to the 3 ½ month designated period.

Section 9.

The term Union in sections 9 and 10 of this Article shall mean Union or respective Union.

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the University for the employees to read. All notices shall be on Union stationery, and shall be used only to notify employees of matters pertaining to Union affairs. Upon request to the Office of Human Resources of a College, the

Union may use University premises for meetings during employees' lunch hour, subject to availability of appropriate space and provided such meetings do not interfere with a College's or University's business.

Section 10.

Time spent by employee representatives in the conduct of labor relations with the University and on union activities shall be governed by the terms of New York City Mayor's Executive Order No. 75, as amended, dated March 22, 1973, entitled "Time Spent on the Conduct of Labor Relations between the City and Its Employees and on Union Activity."

ARTICLE III - SALARIES

Section 1.

(a) Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 40 hours except that the normal work week is 35 hours for employees in titles in the Exterminator and the Stores-Stock group in Section 2 of this Article. An employee who works on a part-time or hourly per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.

(b) Employees who work on a per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

Per diem rate 1/261 of the appropriate minimum basic salary.

Hourly rate 1/2088 of the appropriate minimum basic salary.

Hourly rate 1/1827 of the appropriate minimum basic salary.
(Stores-Stock group and Exterminator)

(c) The maximum salary for a title shall not constitute a bar to the payment of any longevity increment, salary adjustment, or pay differentials provided for in this Agreement but any said increase above the maximum shall not be deemed a promotion or an advancement.

Section 2.

For the purposes of this Article these terms shall be defined as follows:

"Specified salary" shall mean salary rate or range specified for a job title and assignment level.

"General Increase" shall mean the general, across-the-board increase of salary levels as of a specified effective date, without regard to the length of service of an employee.

"Salary adjustment" shall mean an increase (or decrease) in salary, or salary adjustment as a result of the "Additional Compensation Fund" (ACF).

"Advancement increase" shall mean the minimum increase due an employee who advances to a higher assignment level in the same title, or to a higher title in the

same job series, or in accordance with Section 6 of this Article.

"Salary range" shall mean the salaries equal to or greater than the indicated minimum and less than or equal to the indicated maximum salary for a title or level.

Section 3. General Wage Increases

- (a) (i) Effective April 1, 2000, employees in titles listed in Article I, Section 1, represented by Local 237, International Brotherhood of Teamsters, and by Local 300, Service Employees International Union, shall receive a general increase of 4.0%.

Effective July 1, 2000, employees in titles listed in Article I, Section 1, represented by District Council 37, AFSCME, shall receive a general increase of 4.0%.

- (ii) Effective April 1, 2001, employees in titles listed in Article I, Section 1, represented by Local 237, International Brotherhood of Teamsters, and by Local 300, Service Employees International Union, shall receive a general increase of 4.0%.

Effective July 1, 2001, employees in titles listed in Article I, Section 1, represented by District Council 37, AFSCME, shall receive a general increase of 4.0%.

- (iii) Effective June 30, 2002, employees in titles listed in Article I, Section 1, represented by Local 300, Service Employees International Union, shall receive a general increase of 0.9246% agreed to by the parties for the payment of the 1% Additional Compensation Fund as set forth in Section 14.

Effective September 30, 2002, employees in titles listed in Article I, Section 1, represented by District Council 37, AFSCME, shall receive a general increase of 0.9246% agreed to by the parties for the payment of the 1% Additional Compensation Fund as set forth in Section 14.

- (iv) Part-time per annum, per session, hourly paid and per diem employees (including seasonal appointees) and employees whose normal work year are less than a full calendar year shall receive the increases provided in Section 3(a)(i), (ii) and (iii) on the basis of computations heretofore utilized by the parties for all such employees. The rates actually paid at the expiration of this agreement shall be the basis for any increases and other adjustments provided for in a successor agreement.
- (v) Part-time per annum, per session, hourly paid and per diem employees (including seasonal appointees) and employees whose normal work year are less than a full calendar year shall receive the 0.9246% ACF general increase, as set forth above. The ACF general increase of 0.9246% will

not be applicable to full-time or hourly employees represented by IBT Local 237.

(b) The general increases provided for in this Section 3 shall be calculated as follows:

The general increases in Section 3(a)(i) through (iii) shall be based upon the base salary rates (which shall include salary or incremental schedules) of applicable titles in effect on the day prior to the effective date of each applicable general increase.

(c) For employees represented by District Council 37, S.E.I.U. Local 300, and IBT Local 237, the general increases provided for in this Section 3 (i) and (ii) shall be applied to the base salary rates, incremental salary levels, the minimum and maximum rates, including levels, assignment differentials, service increments, if any, fixed for the applicable titles, and to "additions to gross." "Additions to gross" shall be defined to include uniform allowance, equipment allowance, assignment differentials, service increments, longevity differentials, longevity increments, advancement increases, assignment (level) increases, and evening, or night shift differential, as may be applicable.

(d) Notwithstanding Section 3(c) above, the total cost of the increase set forth in Section 3(c) as it applies to "additions to gross" shall not exceed a cost of 0.11 percent of the last payroll date of January 2000, including spinoffs and pensions.

(e) The general increases provided in Section 3(a) may be subject to revision or modification in the successor Blue Collar Agreement, provided, however, that such revision or modification in wages or fringe benefits shall not result in any current or future cost increase or decrease as compared with the cost required to pay the increase provided in this Section 3.

Section 4.

General increases shall apply to the titles and on the effective dates indicated in this Article. When an employee has been promoted or otherwise advanced to a title on the same date as a general increase, the employee shall be paid the general increase applicable to his or her former title, not that of the new title, subject, however, to the range and advancement increases of the new title.

Section 5.

The salary rate of an employee on an approved leave of absence without pay shall be changed to reflect the salary adjustments specified in Article III.

Section 6. Advancement Increases

The appointment, promotion, or assignment to a higher level (advancement) of a person who holds a permanent CUNY appointment, shall be to the minimum basic

salary of the new title or level. However, an employee shall be entitled to the applicable advancement increase specified in Section 7(b) of this Article, if, when the advancement increase is added to the salary he or she was receiving or could have received in his or her prior title or level, the result is a salary higher than the minimum basic salary and all of the following additional conditions are met:

1. the appointment, promotion, or advancement is on a permanent, provisional, or temporary basis; and
2. the appointment, promotion, or advancement is without a break in service; and
3. the higher title is in a direct line of promotion from the prior title, or the minimum rate of the higher title is at least 8% higher than the minimum rate of the prior title; and
4. the prior title is a classified title.

Section 7.

(a) Employees in the following titles shall be subject to the following specified salary(ies), general increase(s), salary adjustment(s), and/or salary range(s):

SALARY RANGES

<u>Title and Group</u>		Effective 7/1/00 Minimum Maximum	Effective 7/1/01 Minimum Maximum	Effective 9/30/02 Minimum Maximum
<u>CUSTODIAL ENTRY LEVEL GROUP</u>				
Custodial Assistant	[min.]	\$23,582	\$24,525	\$24,752
City Custodial Assistant	[max.]	28,544	29,686	29,960
CUNY Custodial Assistant				
CUNY Custodial Assistant (H)	[min.]	11.29	11.74	11.85
	[max.]	13.68	14.23	14.36
Elevator Operator	[min.]	24,137	25,102	25,334
	[max.]	29,831	31,024	31,311
<u>CUSTODIAL SUPERVISORY GROUP</u>				
Custodial Supervisor	[min.]	\$25,599	\$26,623	\$26,869
Custodial Supervisor (CUNY)	[max.]	33,316	34,649	34,969
Senior Custodial Supervisor	[min.]	27,602	28,706	28,971
	[max.]	36,515	37,976	38,327

Assistant Principal Custodial Supervisor	[min.]	31,010	32,250	32,548
	[max.]	42,581	44,284	44,693

Principal Custodial Supervisor	[min.]	43,197	44,925	45,340
	[max.]	52,002	54,082	54,582

EXTERMINATOR GROUP

Exterminator	[min.]	\$24,404	\$25,380	\$25,615
	[max.]	31,114	32,359	32,658

GARDENER GROUP

Gardener	hiring rate	\$40,996	\$42,636	\$43,030
	1 year ¹	41,624	43,289	43,689
	2 year ¹	42,250	43,940	44,346
	3 year ¹	42,877	44,592	45,004
	4 year ¹	43,505	45,245	45,663
	5 year ¹	44,131	45,896	46,320

MOTOR VEHICLE GROUP

Motor Vehicle Operator	hiring rate	\$29,454	\$30,632	\$30,915
	1 year ²	30,449	31,667	31,960
	2 year ²	31,445	32,703	33,005
	3 year ²	31,994	33,274	33,582

SUPERVISOR GROUP

Supervisor	hiring rate	\$46,041	\$47,883	\$48,326
	1 year ¹	46,669	48,536	48,985
	2 year ¹	47,296	49,188	49,643
	3 year ¹	47,923	49,840	50,301
	specified supervision ³	50,205	52,213	52,696

¹ Rates indicated as "1 year," etc, shall be effective on the January 1 or July 1 following the appropriate anniversary of employment.

² Rates indicated as "1 year," etc. shall be effective on the appropriate anniversary of employment.

³ If the employee exercises supervision over subordinates, the majority of whom (excluding Group "A" and Group "B" Laborers/City Laborers) are subject to Section 220 of the Labor Law, the employee will receive the annual rate for the specified supervisory assignment while exercising such supervision on a regular assignment basis. In the event the nature of supervision exercised on a regular assignment basis by such employee should change whereby the majority of subordinate personnel (excluding Group "A" and Group "B" Laborers/City Laborers) do not consist of employees subject to Section 220 of the Labor Law, the employee will no longer receive the rate for the specified assignment.

Principal Park Supervisor⁴

hiring rate	52,869	54,984	55,492
1 year ¹	53,646	55,792	56,308
2 year ¹	54,423	56,600	57,123
3 year ¹	55,201	57,409	57,940

SALARY RANGES

<u>Title and Group</u>		Effective 4/1/00	Effective 4/1/01	Effective 6/30/02
		<u>Minimum</u>	<u>Minimum</u>	<u>Minimum</u>
		<u>Maximum</u>	<u>Maximum</u>	<u>Maximum</u>
<u>CAMPUS SECURITY GROUP</u>				
Campus Security Assistant				
hiring rate		\$21,513	\$22,374	\$22,374
1 year ¹		22,616	23,521	22,521
18 month ¹		24,272	25,243	25,243
Campus Security Assistant (H)				
hiring rate		10.30	10.71	10.71
1 year ¹		10.83	11.26	11.26
Campus Security Officer				
Campus Peace Officer	[min.]	26,866	27,941	27,941
	[max.]	47,542	49,444	49,444
Level I - hiring rate		26,866	27,941	27,941
1 year ¹		27,906	29,022	29,022
2 year ¹		28,793	29,945	29,945
3 year ¹		32,348	33,642	33,642
Level II ⁵	[min.]	31,482	32,741	32,741

⁴ There shall be a premium rate of time and a half for work performed on a Saturday for employees in the title Principal Park Supervisor.

⁵ For Campus Security Officers and Campus Peace Officers assigned to Level II, there are two possible rates depending on their service. If he or she was at the 1 or 2 year rate in Level I and has not yet reached the January 1 or July 1 following their third anniversary (3 year rate), he or she is to be paid the Level II entry rate. A Campus Security Officer or Campus Peace Officer advanced to Level II cannot earn less than he or she would have earned if he or she stayed in Level I. Therefore, if the Campus Security Officer or Campus Peace Officer was at the 3 year Level I rate, or on the January 1 or July 1 when he or she would have reached the 3 year rate, had he or she remained in Level I, the Campus Security Officer or Campus Peace Officer is due the Level II 3 year rate.

Level II entry: 4/1/00 - \$31,482; 4/1/01 - \$32,741

Level II 3 year rate: 4/1/00 - \$34,652; 4/1/01 - \$36,038

ASSIGNMENT TO LEVEL II IS BASED ON DUTIES AND PERFORMANCE; THERE IS

Level II	[max.]	37,679	39,186	39,186
Level III	[min.]	39,832	41,425	41,425
	[max.]	47,542	49,444	49,444
Campus Peace Officer (H)	[min.]	12.86	13.37	13.37
	[max.]	18.04	18.76	18.76
Level I	[min.]	12.86	13.37	13.37
	[max.]	15.49	16.11	16.11
Level II	[min.]	15.08	15.68	15.68
	[max.]	18.04	18.76	18.76
Campus Public Safety Sergeant	[min.]	39,832	41,425	42,425
	[max.]	47,542	49,444	49,444
College Security Specialist	[min.]	41,954	43,632	43,632
	[max.]	50,816	60,687	60,687
Level I	[min.]	41,954	43,632	43,632
	[max.]	50,816	52,849	52,849
Level II ⁶	[min.]		50,102	50,102
	[max.]		60,687	60,687
<u>STORE-STOCK GROUP</u>				
Stock Worker	[min.]	\$24,267	\$25,238	\$25,238
	[max.]	35,418	36,835	36,835
Level I	[min.]	24,267	25,238	25,238
	[max.]	32,369	33,664	33,664
Level II	[min.]	26,765	27,836	27,836
	[max.]	35,418	36,835	36,835
Supervisor of Stock Workers	[min.]	28,853	30,007	30,007
	[max.]	55,777	58,008	58,008
Level I	[min.]	28,853	30,007	30,007
	[max.]	39,440	41,018	41,018

NO AUTOMATIC ADVANCEMENT TO LEVEL II.

⁶ Level II of the Campus Security Specialist title was established by the University on January 21, 2002.

Level II	[min.]	33,859	35,213	35,213
	[max.]	45,973	47,812	47,812
Level III	[min.]	40,852	42,486	42,486
	[max.]	55,777	58,008	58,008

ELEVATOR STARTER GROUP

Elevator Starter	[min.]	\$25,676	\$26,703	\$26,950
	[max.]	34,043	35,405	35,732

(b) **Assignment Level Ranges and Assignment Increases**

An employee when assigned to a higher level within a title listed in this subsection shall receive for the period of such higher level assignment (except as specifically provided otherwise), either the indicated minimum basic salary of the assigned level or the rate received or receivable in the former assignment level plus the assignment increase (advancement increase) specified below, whichever is greater. An assignment to a higher level shall not be considered a promotion.

ADVANCEMENT AND LEVEL INCREASES

<u>Title and Level</u>	<u>Effective 7/1/00</u>	<u>Effective 7/1/01</u>
Assistant Principal Custodial Supervisor	\$971	\$1,010
City Custodial Assistant	None	None
CUNY Custodial Assistant	None	None
Custodial Assistant	None	None
CUNY Custodial Assistant (H)	None	None
Custodial Supervisor	706	734
Custodial Supervisor(CUNY)	706	734
Elevator Operator	None	None
Exterminator	794	826
Gardener	None	None
Motor Vehicle Operator	None	None
Principal Custodial Supervisor	1,058	1,100
Principal Park Supervisor	None	None
Senior Custodial Supervisor	883	918

Supervisor	None	None
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ADVANCEMENT AND LEVEL INCREASES

<u>Title and Level</u>	<u>Effective 4/1/00</u>	<u>Effective 4/1/01</u>
Campus Peace Officer		
Level I	None	None
Level II	None	None
Level III	None	None
Campus Peace Officer (H)	None	None
Level I	None	None
Level II	None	None
Level III	None	None
Campus Public Safety Sergeant	None	None
Campus Security Assistant	None	None
Campus Security Assistant (H)	None	None
Campus Security Officer		
Level I	None	None
Level II	None	None
Level III	None	None
Campus Security Specialist		
Level I	None	None
Level II	None	None
Elevator Starter	608	632
Stock Worker		
Level I	None	None
Level II	589	613
Supervisor of Stock Workers		
Level I	721	750
Level II	827	860
Level III	1,009	1,049

Section 8. Assignment Differentials

(a) Unless otherwise specified in this Agreement, an assignment differential provided for in this Section shall be paid at the indicated rate only upon the

authorized assignment of an employee to qualifying duties and during the period of the indicated assignment. The maximum salary of a title shall not be a bar to the payment of an assignment differential.

The payment of such differential shall not be considered a promotion or change of title. An assignment differential shall not be part of the basic salary.

(b) Assignment Differentials for Motor Vehicle Operators

(i) In addition to the annual salaries payable under this Article, a differential of \$4.01 effective 7/1/00, and \$4.17 effective 7/1/01 per normal work shift shall be paid to an employee in the title Motor Vehicle Operator who drives one of the following vehicles:

1. A vehicle having a maximum gross weight of between 18,000 lbs. and 28,999 lbs.
2. Tow Truck
3. Tower Truck
4. Sweeper
5. Dump Truck (must have power take off and/or hydraulic unit for raising or lowering dump body)
6. Zamboni
7. Mounted Compressor
8. Cherry Picker, High Ranger, Tree Lift or Tree Trimmer
9. Dempster Dumpster
10. Gasoline and Kerosene Truck with mounted tank (tank must be mounted on chassis)
11. Moline Snow Plow, Cross Walk Plow
12. Iron Horse
13. Bus seating between 14 and 39 passengers
14. Truck when towing generator or compressor
15. Patrol Wagon

(ii) In addition to the annual salaries payable under this Article, a differential of \$7.99 effective 7/1/00, and \$8.31 effective 7/1/01 per normal work shift shall be paid to an employee in the title Motor Vehicle Operator who drives one of the following vehicles:

1. A vehicle having a maximum gross weight of 29,000 lbs. or more
2. Packer Loader
3. Motor Grader
4. Bulldozer
5. Bus seating 40 or more passengers
6. Mervan
7. Front End Loader
8. Back Hoe
9. Tractor Trailer
10. Wengill Wagon

11. Large Wrecker and/or Large Twin Boom Tow Truck
12. Boom Truck
13. Scavenger and/or Beach Sanitizer
14. Truck when towing Powerray portable asphalt storage unit
15. Roll Back and Winch Truck
16. Large Furniture Van

(iii) The differential shall not be paid for driving a heavy duty or special vehicle within the campus motor vehicle service or storage area unless its special purpose is to be driven within the campus motor vehicle service or storage area.

The differential is to be paid only when an eligible Motor Vehicle Operator drives the vehicle.

The first eligible MVO assigned to a vehicle for a shift is to receive the differential. The eligible employee assigned to such a vehicle shall continue to be assigned to said vehicle. In other situations, the principle of seniority shall prevail if the employee is capable of driving the vehicle.

An MVO may not receive more than one differential payment, as provided in this Section for any work shift.

This subsection (iii) shall be applicable only to subsections (i) and (ii) above.

- (iv) 1. In addition to the annual salaries payable under this Article, and in addition to any differential payable under Section 8.b.(i) or 8.b.(ii), an additional differential of \$7.99 effective 7/1/00, and \$8.31 effective 7/1/01 shall be paid to each employee in the title Motor Vehicle Operator for each work shift or any part thereof during which such employee is required to drive an Eleven Cubic Yard Dump Truck (Queen Mary) or a vehicle with an equivalent or greater capacity or weight, when used to plow snow on public streets or limited access highways.
2. Employees normally required to drive vehicles described in subsection (iv)1, when such vehicles are not used to plow snow shall, where possible, be granted preference in driving such vehicles when used to plow snow on public streets or limited access highways, including such plowing on an overtime basis.

(c) Assignment Differentials for Security titles

Arms Differential

Campus Peace Officer, Level 2

Campus Peace Officer, Level 3

Campus Public Safety Sergeant

Campus Security Officer, Level 2
College Security Specialist (prior service as Campus Peace Officer with arms differential)

<u>4/1/00</u>	<u>4/1/01</u>
\$1,422	\$1,479

Canine (K-9) Unit Differential
Campus Peace Officer, Level 2

<u>4/1/00</u>	<u>4/1/01</u>
\$1,535	\$1,596

Special Assistance for Events (SAFE) Team Leader
Campus Peace Officer, Level 2
Campus Peace Officer, Level 3
Campus Public Safety Sergeant
Campus Security Officer, Level 3

<u>4/1/00</u>	<u>4/1/01</u>
\$1,705	\$1,773

Section 9. Annuity Provisions Applicable to Security titles, Stock Workers and Supervisor of Stock Workers.

a. In accordance with an agreement reached between the University and the International Brotherhood of Teamsters, Local 237 on the utilization of the Additional Compensation Fund ("ACF") , which shall be incorporated by reference herein, effective June 30, 2002, the University shall contribute an annuity fund contribution in the amount of \$1.6475 for each paid working day up to a maximum of \$430 per annum for employees in the following titles:

CAMPUS SECURITY ASSISTANT
CAMPUS SECURITY OFFICER
CAMPUS PEACE OFFICER
COLLEGE SECURITY SPECIALIST
CAMPUS PUBLIC SAFETY SERGEANT
STOCK WORKER
SUPERVISOR OF STOCK WORKERS

b. In accordance with said agreement, the University shall make an annuity fund contribution to employees in hourly titles in the amount of \$1.6475 for each paid working day based on a prorated amount which is calculated against the number of hours equivalent to their full-time titles (i.e., 8 hours), up to a maximum of \$430 per annum.

Section 10. Uniform Allowance

A prorated annual uniform allowance of \$520.00 effective April 1, 2000, and \$540 effective April 1, 2001, shall be provided for each employee in the title of Campus Security Officer, Campus Peace Officer, or Campus Public Safety Sergeant

A prorated annual uniform allowance of \$312.00 effective April 1, 2000, and \$324.00 effective April 1, 2001, shall be provided for each employee in the title of Campus Security Assistant.

Section 11. Uninterrupted Service

a. The following shall be deemed active uninterrupted service for salary purposes:

1. Absence compensated by Worker's Compensation benefits.
2. Annual leave.
3. Sick leave with pay.
4. Leave with full pay.
5. Military leave as provided in Section 243 of the Military Law.
6. Leave for an employee occupying a position in the competitive class of the civil service to serve in a position in the exempt class as defined in Rule 1 of the Rules of the Civil Service Commission of The City University of New York.
7. Leave without pay while employed provisionally in another position of equal or higher minimum basic salary.
8. Absence without pay while devoting all or a substantial part of time to union duties on behalf of employees pursuant to the New York City Mayor's Executive Order No. 75, as amended, dated March 22, 1973.

Section 12. Longevity Increment

The rules for eligibility for the longevity increments described in subsections a. and b. below shall be set forth in subsection c. below.

(a). Municipal Coalition/DC 37 Longevity Increment

Pursuant to Section 11 of the 1984-87 MCEA and Section 11 of the 1987-90 DC 37 Economic Agreement, the Municipal Coalition/DC 37 Longevity Increment shall apply to eligible employees in titles represented by DC 37 AFSCME, (all locals), and by Local 300, SEIU.

- (i) Employees with 15 years or more of "City" service in pay status who are not in a title already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel shall receive a longevity increment as indicated below:

District Council 37 (all locals))	\$800 per annum
S.E.I.U.	\$500 per annum ⁷

- (ii) The longevity increment shall be pensionable fifteen months after the individual's fifteenth anniversary date. The longevity increment shall be paid no later than on the payroll for the January 1 or July 1 following the employee's anniversary date, whichever is earlier, and the payment shall be retroactive to the anniversary date.

(b) IBT Longevity Increment

Pursuant to Section 11 of the 1984-87 Local 237, IBT Economic Agreement, the IBT Longevity Increment shall apply to eligible employees in titles represented by Local 237, IBT.

- (i) Employees with 15 years or more of "City" service in pay status who are not in a title already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel, shall receive a longevity increment as indicated:

Local 237, IBT	\$500 per annum
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- (ii) Effective July 1, 1989, the IBT Longevity Increment shall be pensionable.

(c) The following rules shall govern the eligibility of employees for the longevity increments indicated in subsections a. and b. above:

- (i) For the purpose of this section only "City Service" shall mean service in The City University of New York and/or service with the following agencies and public employers:

The City of New York (including the Office of any elected official in New York City Government)
 Triboro Bridge & Tunnel Authority (Non-unique titles in classified service only)
 New York City Housing Authority
 Health & Hospitals Corporation
 Court System while under NYC Jurisdiction (to be reviewed on a

⁷ The only SEIU Local 300 represented title eligible for the longevity increment is Elevator Starter.

case-by-case basis)
District Attorneys of the five counties in NYC
Model Cities
NYC Transit Authority
Addiction Services Agency
Board of Education
Off Track Betting Corporation
Fashion Institute of Technology

- (ii) Only service in pay status shall be used to calculate the 15 years of service, except that for other than full time per annum employees only a continuous year of service in pay status shall be used to calculate the 15 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 15 years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length of work year and the College Appointing Authority verifies that information.
- (iii) Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 15 years of service. Where an employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 15 years of service. No break used to disqualify service shall be used more than once.
- (iv) The following time in which an employee is not in pay status shall not constitute a break in service for the purpose of longevity increment as specified in paragraph 3 above.
 - a. time on a leave approved by the proper authority.
 - b. time of up to one year, prior to a reinstatement;
 - c. other time on a preferred list pursuant to Civil Service Law Sections 80 (Suspension or demotion upon the abolition or reduction of positions) or any similar contractual provisions and 81 (Preferred lists; certification and reinstatement therefrom) or any similar contractual provision.
 - d. time not in pay status of 31 days or less.

Notwithstanding the above, such time as specified in subsections a, b and c above shall not be used to calculate the 15 years of service.

- (v) Once an employee subject to Section 12.a. above has completed the 15 years of "City" service in pay status and is eligible to receive the \$500 or \$800 longevity increment, the \$500 or \$800 shall become part of the employee's base rate for all purposes except as provided in Section 4b of the 1984-87 MCEA or as provided in paragraph 6 below.
- (vi) The \$500 or \$800 longevity increment established by Section 12.a. above shall not become pensionable until fifteen months after the employee becomes eligible to receive such \$500 or \$800 increment. Fifteen months after the employee becomes eligible to receive the \$500 or \$800 longevity increment, such \$500 or \$800 longevity increment shall become pensionable and, as part of the employee's base rate, the longevity increment shall be subject to the general increases provided in Section 3a of this Article.
- (vii) Once an employee subject to Section 12.b. above has completed the 15 years of "City" service in pay status and is eligible to receive the \$500 longevity increment, the \$500 shall go into the employee's base rate for all purposes except as provided in and Section 4d of the 1984-87 Local 237 Economic Agreement and Section 4c of the 1987-1990 Local 237 IBT Economic Agreement.

Section 13. Equity Adjustments

All equity adjustments granted prior to the 1990-1995 Blue Collar Agreement by a New York City Salary Review Panel or Equity Panel and applied to titles within CUNY shall continue to be reflected in salaries of eligible employees in such titles.

Section 14. Additional Compensation Fund ("ACF")

Effective the last day of the 27-month agreement, each bargaining unit shall have available funds not to exceed 1.0 percent based on the payroll, including spinoffs and pensions, as of the last payroll date of January 2000, to purchase recurring benefits or to be applied as an across the board wage increase. The parties agreed that the 1% ACF set aside for an across the board wage increase is valued at 0.9246%, which shall be effective June 30, 2002 or September 30, 2002, as applicable.

Section 15. Performance Compensation

- a. The Union acknowledges the right of The City University of New York to pay additional compensation for outstanding performance.
- b. The City University of New York agrees to notify the Union of its intent to pay such additional compensation.

Section 16. Conditions of Payment

If there is no unresolved dispute of additional economic demands during the term of this agreement, and the unit elects in writing not to pursue its rights under Section 3(e), the general increase provided in Section 3(a)(i), 3(a)(ii) and 3(a)(iii) shall be payable when due based upon ratification and execution of the MOA. If there is an unresolved dispute under Section 3 and/or, the Union exercises its rights under Section 3(e), the payment provided in Section 3(a)(i), 3(a)(ii) and/or 3(a)(iii) shall not be made until the certification of the successor agreement. Payments pursuant to Section 3 shall be made on or after certification of the successor agreements.

ARTICLE IV - WELFARE FUNDS

Section 1.

The University shall contribute the following pro rata annual sums to the Welfare Fund of a respective Union for each full-time employee and/or eligible part-time or hourly employee who is covered by such Welfare Fund and who is in a title associated with that respective Union under the terms of the Agreement as set forth below:

	<u>DC 37</u>	<u>Full-time Employees</u>	<u>Eligible Part-time Employees</u>
Effective 7/1/00		\$1,200.00	\$685.71
Effective 9/30/02		\$1,400.00	\$800.00
	<u>Local 237, IBT Local 300, SEIU</u>	<u>Full-time Employees</u>	<u>Eligible Part-time Employees</u>
Effective 4/1/00		\$1,200.00	\$685.71
Effective 6/30/02		\$1,400.00	\$800.00

Section 2.

The term eligible part-time employee for the purposes of this Article shall mean all part-time per annum, hourly, per diem, per session and seasonal employees who work at least 17 ½ hours per week in a Store-Stock or Exterminator title or at least 20 hours per week in all other titles for a period of not less than 3 months and do not otherwise receive a Welfare Fund contribution on their behalf.

The term "respective Union" for purposes of this Article shall mean District Council 37, A.F.S.C.M.E. for locals affiliated with that council.

Section 3.

In the event that a respective Union elects to combine the contributions due it for welfare, training and legal service benefits, it shall be entitled to combined contributions by the University for welfare, training and legal services benefits as a single contribution. This contribution shall be paid by the University into an administrative trust such as the DC 37 Benefits Fund Trust and 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 for the employees so covered, as well as any other benefits as the University and the respective Union may agree upon. Such administrative benefit fund trust contribution by the University shall be subject to a separate agreement between the University and the respective Union.

Such agreement shall include among its provisions that the University shall continue to have the right to review and approve the distribution of funds to and the level of benefits provided by the individual funds. The individual funds shall also continue to be subject to a separate agreement between the University and the Union.

When such election is made, the Union thereby shall have waived its rights to the separate training, education and/or legal services contributions provided in this Agreement. In no case shall the single contribution exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

Section 4.

Employees who have been separated from service subsequent to June 30, 1970, and who were covered by a Welfare Fund at the time of such separation pursuant to a separate Agreement between the City of New York and/or the University and the respective 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 New York City Health Insurance program and are entitled to benefits paid for by the University through such program; or are retirees of the New York City Employee's Retirement System (NYCERS) who have completed at least five (5) years of full-time service with the City of New York and/or the University in Tiers 1, 2 or 3 or ten (10) years of full-time service in Tier 4 of the NYCERS.

Section 5.

Each respective Union shall make every reasonable effort to publicize and disseminate to all employees covered under their respective Welfare Funds, whether members of the respective Union or not, full information concerning the provisions thereof, including but not limited to, the following matters:

- a. Benefits provided and eligibility requirements.
- b. Procedures, including the filing of applications.
- c. Where and when information may be obtained concerning such benefits.

Each respective Union shall furnish information and applications readily and expeditiously to all employees covered by its respective Welfare Fund on an equal basis.

Section 6.

Each respective Union may allow the Welfare Fund to utilize an amount not to exceed ten dollars (\$10) per employee per year from Welfare Fund contributions to help defray the costs of health insurance and pension counseling for such employees.

Section 7.

(a) When a title not previously covered by any Welfare Fund becomes recognized or certified to a respective Union, Welfare Fund payments shall be made to such Union pursuant to the terms of this Article effective no later than the January 1 or July 1 next following the date of request or petition for recognition or certification.

(b) The respective Union shall advise persons in such a title that they may file for benefits to such Welfare Fund subject their eligibility and recognition or certification.

Section 8.

Each respective Union, pursuant to a separate agreement between the University and the respective Union, may utilize a portion of its Welfare Fund contributions to provide legal services for employees.

Section 9.

(a) Training Trust Funds and Welfare Funds shall be audited by a certified public accountant to be selected by the trustees of such fund at the expense of the respective fund. The results of such audits shall be submitted promptly to the Comptroller of The City of New York and The Comptroller of the State of New York and such funds shall be subject to further audit by these Comptrollers.

(b) In lieu of the Annual Report to the New York City Comptroller's Office and/or New York State Comptroller's Office, the respective Welfare Fund may submit a copy of its ERISA Filing.

Submission of said ERISA filing shall not, however, preclude further audit of the subject funds by the New York City Comptroller's Office and/or New York State Comptroller's Office.

Section 10.

Where an employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status for the entire period of the suspension, the employee shall receive full Welfare Fund and City Health Insurance coverage for the period of the suspension.

ARTICLE V - PRODUCTIVITY, PERFORMANCE, TRAINING AND EDUCATIONAL OPPORTUNITIES

Introduction

Delivery of University services in the most efficient, effective and courteous manner is of paramount importance to the University and the Union. Achievement of this goal is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to the following terms:

Section 1. Performance Levels

(a) The Union recognizes the University's right under Article 14 of the New York State Civil Service Law and Article 125 of the New York State Education Law to establish and/or revise performance standards of norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures may be used to determine acceptable performance levels, prepare work schedules and to measure the performance of each employee or group of employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The University will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.

(b) Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with Article XXV of this Agreement.

Section 2. Supervisory Responsibility

(a) The Union recognizes the University's right under Article 14 of the New York State Civil Service Law and Article 125 of the New York State Education Law to establish and/or revise standards for supervisory responsibility, in achieving and maintaining performance levels of supervised employees, for employees in supervisory positions listed in Article I, Section 1 of this Agreement. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees shall be within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of standards for supervisory responsibility hereunder.

(b) Employees who fail to meet such standards may be subject to disciplinary measures in accordance with Article XXV of this Agreement.

Section 3. Training for Improved Effectiveness and Efficiency

The parties agree to cooperate in the development and implementation of a training program to improve the effectiveness and efficiency of employees and enhance their

job satisfaction with particular emphasis on the upgrading of work skills, and also including:

- a. Preparation for advancement and upgrading;
- b. Supervisory responsibilities and techniques;
- c. High School equivalency training.

A maximum of twenty (20) hours per year of training in an approved training course may be required of each employee by the University. One-half of any required time shall be during working hours and one-half outside of working hours on the employee's own time. Approved courses shall be those conducted by an Education Fund of a respective Union or those conducted by the University for which the employee is eligible.

Training fund contributions provided in Article III of this Agreement shall be utilized by any respective Union training funds to assist in achieving the above goals for employees covered by such funds.

Failure to complete a required training course without just cause may be deemed a failure to meet performance standards for the purpose of Section 1 of this Article.

Section 4. Orientation and Training

The parties recognize the University's right to give any permanent employee appointed or assigned to new duties, consistent with his or her job specifications, orientation and training during working hours as to the duties and responsibilities of his or her new position or assignment.

Section 5. Educational Opportunities

Employees shall be exempted from the payment of tuition fees for courses offered at colleges of The City University, as defined in Article I, pursuant to the following conditions;

- (a) Each employee, to qualify for tuition fee exemption, shall:
 1. be a full-time active employee, and
 2. have served full time for at least twelve months prior to the first day of classes, and
 3. meet the academic requirements for the course. (It is not necessary for the employee to be a candidate for a degree; the employee may be a non-degree student).
- (b) Tuition fee exemption shall be offered for courses which are:
 1. in an associate degree program,

2. in a baccalaureate degree program.
- (c) Exemption from payment of tuition fees shall not apply to adult education courses or to other courses supported solely by fees except as provided herein.
- (d) Exemption from payment of tuition fees does not include exemption from payment of non-instructional fees.
- (e) Selected employees who are recommended by their supervisor for training in stenography, typing, and other special work skills, after consultation with the administrative head of the Division in which the course is offered, for example, a Dean of a School, shall be exempt from payment of tuition fees for such courses.
- (f) Other conditions of tuition fee exemption:
1. There must be an available vacancy in the course at the time of enrollment and such enrollment shall not be used to determine if the course is to be given.
 2. The course shall not be taken during employee's normal working hours.
 3. An employee may choose to take a course during his/her lunch hour which is designated as the period between the hours of 11:45 a.m. and 2:15 p.m., provided that when an employee elects to take a course during the lunch hour he/she will automatically be charged, at the beginning of the semester, at the rate of 15 minutes of annual leave per contact hour. Therefore, on a semester basis, an employee will be charged one-half ($\frac{1}{2}$) day of annual leave for each classroom period per week (a classroom period is not to exceed sixty (60) minutes). If at the end of the semester, the employee can reasonably demonstrate to his/her College Human Resources Director that the time charged was not used, all such time will be restored to the employee's annual leave balance.
- (g) The controlling factors in the availability of the educational opportunities described above shall continue to be time in employment, availability of courses, work schedules, and, with reference to subsection (e) selection.

Section 6. Motor Vehicle Operator

This Section 6 shall apply to employees in the title Motor Vehicle Operator.

- a. The Employer and the Union recognize the need to continue and develop incentives for safe driving and the importance of promotional opportunities as an incentive to efficiency.

- b. A Motor Vehicle Operator may be required to perform any assignment consistent with the New York City Department of City-Wide Administrative Services (“DCAS”)⁸ Job Specification for the title (Code No. 91212) promulgated January 13, 1982, or any subsequent superseding specification applicable within CUNY.
- c. A Motor Vehicle Operator may be required to perform such additional driving related and non-driving duties such as running errands, answering phones and delivering mail and/or small packages.
- d. The Motor Vehicle Operator shall load, unload and make deliveries as required. Should delivery of heavy or bulky items require the services of more than one individual, then the Motor Vehicle Operator shall assist in loading and unloading.

⁸ Formerly known as the “New York City Department of Personnel.”

ARTICLE VI - WORK WEEK**Section 1.**

The normal work week for full-time employees shall be 40 hours, except that it shall be 35 hours for employees in title of Exterminator and in titles of the "Stores-Stock" group in Article III, Section 2 of this Agreement. The hours in the normal work week for full-time employees in any newly-established title which is created during the term of this Agreement and is covered by this Agreement shall be 40 hours unless such title is to be part of the "Stores-Stock" group.

Section 2.

Wherever practicable, the normal work week for full-time employees shall consist of five (5) consecutive working days separated by two (2) consecutive days off. This shall not, however, constitute a bar to the consideration of a flexible work week or a flexible work day, as agreed to by the parties.

ARTICLE VII - HOLIDAYS, HOLIDAY PREMIUM AND SHIFT DIFFERENTIAL**Section 1.**

There shall be sixteen (16) paid holidays for all full time employees. Of these, fifteen (15) regular holidays in Section 2 below shall be subject to the premium provisions of this Article, and the remaining day shall be granted as one (1) unscheduled holiday.

Section 2.

The fifteen (15) regular holidays shall be:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Lincoln's Birthday
- Washington's Birthday (also referred to as Presidents' Day)
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

Section 3.

The University shall establish a holiday schedule consistent with the Agreement no later than July 30, each year for the following September 1 - August 31 year.

Section 4.

If a full-time employee is required to work on one of the regularly scheduled holidays, the employee shall receive a fifty percent (50%) cash premium for the hours worked on the scheduled holiday (in addition to the straight time pay for the scheduled holiday, i.e., seven (7) hours or eight (8) hours, as applicable, included in the regular biweekly gross pay), and compensatory time off at the employee's regular rate of pay for all hours of work on the holiday.

Section 5.

If any of the holidays enumerated above falls on a Saturday or Sunday, it may be observed on the Friday immediately preceding, the Monday immediately following, or used as an unscheduled holiday.

Section 6.

- (a) If a designated holiday is on a Saturday or a Sunday, the fifty percent (50%) cash premium and compensatory time off at the employee's regular rate of pay shall be paid to all employees who work on the actual holiday.
- (b) An employee who is required to work on the Friday or Monday day of observance pursuant to this Article shall receive compensatory time only.
- (c) For any employee whose regular work week included both the actual Saturday or Sunday holiday and the date designated for observance
1. if required to work only one of the days, the employee shall be deemed to have received compensatory time off; the employee shall receive 50% cash premium if the employee was required to work on the actual holiday; or,
 2. if required to work on both the actual holiday and the day of observance, the employee shall receive the 50% cash premium and compensatory time at the employee's regular rate of pay for only the hours worked on the actual holiday.
- (d) Any employee required to work on a holiday which is the employee's regularly scheduled day off may choose:
1. compensation of (50%) cash premium and compensatory time for actual hours worked, or
 2. overtime pursuant to Article VIII - Overtime.

Section 7.

A shift which begins during the 24 hours period from 12:00 midnight at the start of the day through 11:59 P.M. at the end of the day on a holiday shall be deemed to have been worked entirely on the holiday.

Section 8.

- (a) An employee shall not receive for the same hours of work both
1. overtime pay and
 2. the (50%) cash premium plus compensatory time.
- (b) The provisions of Article VIII - Overtime will prevail for all hours worked in excess of the employees normal work day regardless of whether the holiday falls on a regular working day or on a scheduled day off.

(c) An employee working overtime shall not receive a shift differential for such work, but shall receive overtime pay or compensatory time as provided for in this Agreement.

Section 9.

There shall be a shift differential of ten percent (10%) for all employees for all scheduled hours worked between 6 p.m. and 8 a.m., with more than one hour of work between 6 p.m. and 8 a.m.

Section 10.

Hourly employees will not be paid for holidays on which they do not work. Hourly employees who work on holidays, which would be observed by full-time employees in that title, are to be paid time-and-a-half in cash without additional compensatory time.

Section 11.

This Article shall apply to part-time per annum, hourly, per diem, and seasonal employees.

ARTICLE VIII - OVERTIME

Section 1.

(a) "Authorized voluntary overtime" and "Authorized voluntary stand-by time" shall be defined as overtime or stand-by time for work that has been authorized by a College official who is delegated such authority and which the employee is free to accept or decline.

(b) "Ordered involuntary overtime" and "Ordered involuntary stand-by time" shall be defined as overtime or stand-by time which the employee is directed in writing to work. Such overtime or stand-by time may only be authorized by the college official who is delegated such authority in writing.

Section 2.

(a) For employees who are on a 35 hour work week, overtime (voluntary or involuntary) worked between the thirty-fifth (35th) hour and the fortieth (40th) hour in any payroll week shall be compensated in cash at straight time.

(b) Overtime (voluntary or involuntary) in excess of forty hours in any payroll week shall be compensated in cash at time and one half (1-1/2X).

(c) For employees granted shortened work days under Section 16 of Article IX, compensatory time for work performed between thirty (30) and thirty five (35) hours a week or between thirty five (35) and forty (40) hours a week, as applicable, when such shortened schedule is in effect shall be granted at the rate of straight time (1 time). Such work shall not be considered overtime until an individual has worked 40 hours in any payroll week.

(d) Upon the mutual agreement of the employee and the designee of the College President, for any particular work week, the overtime compensation provided in subsections (a) and (b) shall be granted in compensatory time off in lieu of cash at the rate of straight time for overtime under subsection (a) and at the rate of time and a half of overtime under subsection (b).

Section 3.

There shall be no rescheduling of days off and/or tours of duty to avoid the payment of overtime compensation. Any work performed on a scheduled day off shall be covered by this Article. The practice of revision of work schedules during registration or similar campus operational needs to meet staffing needs on a voluntary basis may continue.

Section 4.

Employees are expected to work their regular work schedule and not work before or after their regular shift without authorization by their supervisor. Credit for all

authorized overtime beyond the normal work week shall accrue in units of 10 minutes.

Section 5.

Time during which an employee is in full pay status, whether or not such time is actually worked, shall be counted in computing the number of hours worked during the week.

Section 6.

The hourly rate of pay shall be determined by taking 1/1827 of the affected employee's annual regular salary for employees in the Store-Stock and Exterminator groups of titles, and 1/2088 for all other employees. Payment shall be computed and paid in 10 minute units actually worked beyond the normal scheduled work week. "Annual regular salary" shall include assignment and longevity differential, service increments and longevity increments, if any.

Section 7.

(a) Except as provided in subsection (b) below, employees whose annual salary including overtime, all differentials, and premium pay in excess of the amounts set forth below, shall be ineligible for cash compensated overtime. The gross annual salary shall be computed on a calendar year basis and shall consist of the annual salary rate in effect on the date that authorized overtime was performed plus any other monies earned on a year to date basis. In lieu of cash compensation, affected employees shall be credited for authorized overtime as noted in Section 2(a) and (b) above.

<u>Effective Date</u>	<u>Cap Amount</u>
10/1/94	\$48,508

(b) Any employee covered (non-exempt) by the Fair Labor Standard Act (FLSA) shall be subject to the cash overtime cap except in those instances where the employee's FLSA compensatory time bank exceeds the statutorily mandated cap of 240 hours (160 hours at 1-1/2x).

Section 8.

(a) For all employees who work authorized overtime not compensated for in cash, the following meal allowances shall be provided:

	<u>Effective 4/1/94</u>
1. For two continuous hours of overtime	\$7.50
2. For five continuous hours of overtime	8.00
3. For seven continuous hours of overtime	10.00

- | | | |
|----|--|-------|
| 4. | For ten continuous hours of overtime | 11.00 |
| 5. | For fifteen continuous hours of overtime | 12.00 |

(b) In the event that the provision regarding meal allowances in the City-wide contract between the City of New York and District Council 37 makes an adjustment of such allowances which is effective during the period of this agreement, the parties may reopen negotiations on meal allowances.

(c) Time off for meals shall not be computed as overtime. However such time off shall not affect the continuity requirement for the above meal allowances.

Section 9.

An employee who is temporarily assigned to perform the duties of his or her position in a location outside the City of New York shall be considered working, for the purposes of calculating overtime:

- a. During his or her normally scheduled work hours; and,
- b. During time, outside normally scheduled work hours, spent as follows:
 - 1. While on route from or to his or her regular work location to or from the out-of-town destination.
 - 2. While engaged in work activities.
 - 3. When directed by a supervisor to wait at a specified location in readiness to perform his or her regular work activities.

This provision is not applicable to out-of-town travel related to professional conferences or pertaining to training programs.

Section 10.

(a) Employees recalled from home for authorized ordered involuntary overtime work shall be guaranteed overtime payment in cash for at least four (4) hours, if not ineligible for cash payment under Section 8 of this Article. When an employee voluntarily responds to a request to come in from home for overtime work, such overtime shall be compensated in time off on an hour for hour basis but with minimum compensatory time of four (4) hours. If the individual's position is non-exempt and his/her workweek exceed 40 hours, he or she will be entitled to overtime payments consistent with Section 2 (a) and (b) of this Article.

(b) An employee recalled pursuant to subsection (a) above may request to go home upon completion of the duties which required his/her recall, thereby waiving payment for the balance of the guaranteed four (4) hours, provided he/she signs a form clearly indicating that the request is voluntary and it is understood that he/she has the right to remain at the job site and be paid for the full four (4) hours. If an employee is sent home the guarantee shall remain in effect.

Section 11.

Compensatory time off for voluntary overtime work as authorized in this Article shall be scheduled at the discretion of the employer. All compensatory time off must be taken by the affected employee within the following three (3) months. If the College President or the President's designee calls upon an employee not to take the compensatory time off or any part thereof within three (3) months, that portion shall be carried over until such time as it can be liquidated or paid out in cash to the employee at the College's discretion.

Section 12.

(a) Employees who volunteer to standby in their homes, as authorized by competent authority, shall receive compensatory time credit on the basis of one-half (½) hour for each hour of standby time.

(b) Employees who are required, ordered and/or scheduled on an involuntary basis to standby in their homes subject to recall, as authorized by the President or the President's designated representative, shall receive overtime payment in cash for such time on the basis of one-half (½) hour paid overtime for each hour of standby time. Employees who reside on the work premises or are in post-graduate training status shall not be included in this provision.

Section 13.

In emergency situations, the University shall have a right, after negotiation with the Union, to apply a variation of these overtime regulations.

Section 14.

Except in an emergency situation, when authorized and ordered by the Chancellor or a designated representative of the Chancellor, no employee shall be required or permitted to work more than 16 hours in any twenty-four (24) hour period. In no event may an employee be required to work two (2) consecutive work shifts for more than two (2) consecutive weeks.

Section 15.

In the event of any inconsistency between this Article and standards imposed by the Federal Fair Labor Standards Act or other applicable Federal or State Law, the Federal or State Law shall take precedence unless such Federal or State Law authorizes such inconsistency.

ARTICLE IX - TIME AND LEAVE

Section 1.

This Article contains interpretations relating to time and leave issued by the Commissioner of the Department of Citywide Administrative Services ("DCAS")⁹ prior to July 1, 1979 and codified by the University or by authorized University officials pursuant to the Leave Regulations and which are printed in the Official Leave Regulations or, after July 1, 1979, which have been issued by the Vice Chancellor for Faculty and Staff Relations or the University Director of Human Resources Management Services.

This Section shall not circumscribe the authority of the University to issue new interpretations subsequent to the effective date of this Agreement and not inconsistent with this Agreement. Such new interpretations shall be subject to the grievance and arbitration provisions of this Agreement.

Section 2.

(a) Employee requests for annual leave, made pursuant to college policy or collective bargaining agreement, shall be made in writing on a form supplied by the College. Approval or disapproval of the request shall be made on the same form by a supervisor authorized to do so by the College.

Decisions on request for annual leave or for leave with pay shall be made within seven (7) working days of submission except for requests which cannot be approved at the local level, or requests for leave during the summer peak vacation period or other such periods for which the College or University has established and promulgated a schedule for submission and decision of leave requests. Once a leave request has been approved, the approval may not be rescinded except in writing by the President.

If a President calls upon an employee to forego the employee's approved annual leave or any part thereof in any year, it must be in writing and that portion shall be carried over until such time as it can be liquidated. Such action must be taken by a President personally and may not be delegated.

(b) Where an employee has an entitlement to accrued annual leave and/or compensatory time, and the University's fiscal condition requires employees who are terminated, laid off or who choose to retire in lieu of layoff, be removed from the payroll on or before a specific date, the University shall provide the monetary value of accumulated and unused annual leave and/or compensatory time allowances standing to the employee's credit in a lump sum.

⁹ Formerly known as the New York City Personnel Director of the New York City Department of Personnel.

(c) The annual leave allowance for full-time employees shall accrue as follows:¹⁰

(i) A. Effective 7/1/91 for full-time employees

<u>Years In Service</u>	<u>Annual Leave Allowance</u>	<u>Monthly Accrual</u>
At the beginning of the employee's 1st year	15 work days	1 1/4 days
At the beginning of the employee's 5 th year	20 work days	1 2/3 days
At the beginning of the employee's 8 th year	25 work days	2 days plus 1 additional day at the end of the leave year
At the beginning of the employee's 15th year	27 work days	2 1/4 days

B. For full-time employees hired prior to July 1, 1985

<u>Years In Service</u>	<u>Annual Leave Allowance</u>	<u>Monthly Accrual</u>
At the beginning of the employee's 1st year	20 work days	1 2/3 days
At the beginning of the employee's 8 th year	25 work days	2 days plus 1 additional day at the end of the leave year
At the beginning of the employee's 15th year	27 work days	2 1/4 days

(ii) The annual leave allowance and accrual for employees who work other than a regular scheduled standard work week consisting of five (5), seven (7), or eight (8) hour days, shall be pro-rated in accordance with the schedule in subsection (c)(i)A or (c)(i) B above.

(iii) The annual leave allowance for part-time per annum, hourly, per diem per session, and seasonal employees who work at least one half the regular hours of full time employees, in the same title, shall accrue as follows:

¹⁰ The Annual Leave rates set forth herein have been in effect since July 1, 1991, for full-time employees hired on or after July 1, 1991.

A. Effective 7/1/91

Years in Service

Accrual

At the beginning of the employee's 1st year 1 hour for 15 hours worked

At the beginning of the employee's 5th year 1 hour for 11 hours worked

(iv) Where no full time equivalent title exists, the minimum number of hours required in order to receive leave credits pursuant to subsection c.(iii)A shall be based on the nature of employment as follows:

White Collar Employment: 17 ½ hours per week

Blue Collar Employment: 20 hours per week.

(d) Employees employed prior to January 1, 1957 who presently accrue annual leave at the rate of thirty (30) work days per annum shall continue to accrue annual leave at this rate.

Section 3.

(a) Approved sick leave and annual leave may be used in units of one (1) hour.

(b) Any full-time employee who has completed four (4) months of service may be permitted to take approved annual leave as it accrues. Approved sick leave may be used as it accrues.

(c) Any hourly employee who has completed 500 assigned work hours during a fiscal year (July 1 – June 30) may be permitted to use approved annual and/or sick leave as it accrues. In the event, however, of a break in service of more than one (1) year, an employee will be required to complete 500 assigned work hours in order to be permitted to use approved annual and/or sick leave as it accrues.

Section 4.

By June 1st of each year all employees shall be given an annual statement of all leave balances as of a date within the previous 90 days (sick leave, annual leave, compensatory time). This Section 4 shall apply to part-time and/or hourly employees.

Section 5.

(a) (i) A full-time employee shall accrue one (1) day of sick leave for each month of creditable employment. Except as provided in Section 5(a)(ii), sick leave shall be used only for personal illness of the employee. Approval of sick leave is discretionary with the College or University and proof of disability must be provided by the employee, satisfactory to the College or University.

(ii) Notwithstanding the provisions of Section 5(a)(i), employees may use one (1) day of their accrued sick leave balance per year, i.e., September 1 through August 31, for the care of an ill family member. The term "family" will be defined as that contained in CUNY's Family Medical Leave Act (FMLA) policy which shall include son, daughter, spouse, registered domestic partner, and parent. The College Human Resource Director in his/her sole discretion, may request medical or other documentation to substantiate the family member's illness. Approved usage of sick leave for the care of an ill family member may be charged in units of one (1) hour.

(iii) The provisions of Section 5(a)(ii) shall apply to part-time, per annum, hourly, per diem, per session and seasonal employees who work at least one half the regular hours of full-time employees in the same title, and who have worked at least 500 hours and accrue sick leave pursuant to Section 17(b).

(iv) Any hourly employee who has completed 500 assigned work hours may be permitted to take approved sick leave and/or the one (1) day sick leave to care for an ill family member as sick leave accrues.

(b) The provisions of paragraph (a) above notwithstanding, the College or University may waive the requirement for proof of the disability unless:

1. An employee requests sick leave for more than three (3) consecutive work days; or
2. An employee used undocumented sick leave more than five (5) times in a six (6) month "sick leave period". Employees hired during a "sick leave period" shall be subject to the terms of this subsection commencing with the next complete "sick leave period"; or
3. An employee uses undocumented sick leave more than four (4) times in a "sick leave period" on a day immediately preceding or following a holiday or a scheduled day off. Employees hired during a "sick leave period" shall be subject to the terms of this subsection commencing with the next complete "sick leave period."

(c) For the purposes of (b)2. and (b)3. above, the calendar year shall be divided into two (2), six (6) month "sick leave periods." They shall be (1) January 1 to June 30 inclusive, and (2) July 1 to December 31, inclusive. An employee who exceeds the allowable number of undocumented absences in any "sick leave period" pursuant to paragraphs (b)1, (b)2 and (b)3 above shall thereafter, commencing with the next "sick leave period", be required to submit medical documentation, satisfactory to the Personnel Director before further sick leave may be approved. The requirement for such documentation shall continue in effect until the employee has worked a complete "sick leave period" without being on sick leave more than two (2) times.

(d) For the purposes of this section "one time" shall mean the consecutive use of one-half ($\frac{1}{2}$) or more work days for sick leave. Sick leave taken in units of less than one-half ($\frac{1}{2}$) work day shall be counted as "one time" on sick leave when the cumulative total of such sick leave amounts to one-half ($\frac{1}{2}$) day.

(e) The provisions of paragraph (b) above notwithstanding, the College or University shall have the discretion to waive the medical documentation required pursuant to paragraphs (b)2, (b)3 and (c) for employees who have completed their third year of employment and thereafter have a current sick leave balance commensurate with the number of years of employment as follows:

<u>Years</u>	<u>Days of Sick Leave</u>
3 years	21 days
4 years	28 days
5 years	35 days
6 years	42 days
7 years	49 days
8 years	56 days
9 years	63 days
10 years	70 days

For hourly employees the required sick leave balance shall be as follows:

<u>Years</u>	<u>Hours of Sick Leave</u>
3 years	62
4 years	83
5 years	104
6 years	125
7 years	146
8 years	167
9 years	178
10 years	189

(f) Any employee who anticipates a series of three (3) or more medical appointments, which will require a repeated use of sick leave in units of one day or less shall submit medical documentation indicating the nature of the condition and the anticipated schedule of treatment. Sick leave taken pursuant to said schedule of treatment shall be deemed documented.

An hourly employee shall be required demonstrate that the medical appointments cannot be scheduled at a time other than when the hourly employee is scheduled to work.

(g) The medical documentation required by this Section shall be from a health practitioner licensed by the state in which he or she practices to diagnose and certify illness or disability. When an employee has been recommended for relief from duty

by a medical practitioner acting in behalf of a College or the University, the time granted shall be considered documented sick leave for the day of the relief from duty only, unless otherwise specified by the College's or University's practitioner.

Section 6.

The number of sick leave allowance days permitted to accumulate shall be unlimited.

Section 7.

An employee's annual leave shall be changed 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 president or his or her designee, such leave time may be charged to sick leave and not to annual leave at the employee's option.

This section shall apply to hourly employees.

Section 8.

Upon the determination by a College President or the person designated by the College President that an employee has been physically disabled because of an assault arising out of and in the course of the employee's employment, the College President will grant the injured employee a leave of absence with pay not to exceed eighteen (18) months. Such leave with pay shall be granted only if:

- (1) The Worker's Compensation Division of the New York City Law Department, or other University agent for Worker's Compensation advises the College in writing that the employee's injury has been accepted by the Division as compensable under such law, or if such injury is accepted by the Division as compensable under such law, or
- (2) upon appeal from a decision by the Division or other University agent, the Worker's Compensation Board determines that such injury is compensable under such law.

If a permanent employee who has five (5) years or more of service does not have sufficient leave credit to cover his/her absence pending a determination by the Worker's Compensation Division of the New York City Law Department, the college president shall advance the employee up to forty-five (45) calendar days of paid leave. In the event the Worker's Compensation Division of the Law Department does not accept the injury as compensable under the law or the Worker's Compensation Board determines that such injury is not compensable under such law, the employee shall reimburse the University for the paid leave advance.

If an employee is granted a leave of absence with pay pursuant to this Section, the employee shall receive the difference between the employee's weekly salary and the

employee's Worker's Compensation rate without charge against annual leave or sick leave. The employee shall, as a condition of receiving benefits under this Section, execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury, in the amount of the pay received pursuant to this Section and medical disbursements, if any, made by the College or University, but not to exceed the amount of such proceeds. Such assignments shall be made in the form prescribed by the Corporation Counsel. The injured employee shall undergo such medical examinations as are requested by the Worker's Compensation Division of the New York City Law Department or by the University, and when found fit for duty by the New York City Worker's Compensation Board shall return to the University's employ.

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

Benefits provided under this Section shall be in addition to but not concurrent with benefits provided under the University provision which corresponds to Section 7.0 and 7.1 of the New York City Career and Salary Plan Leave Regulations.

Section 9.

For employees who do not come under the provisions of Section 8 of this Article but who are injured in the course of employment, upon determination by a College President or the president's designee, that an employee has been physically disabled because of an injury arising out of and in the course of the employee's employment, through no fault of the employee, the College President will grant the injured employee an extended sick leave with pay not to exceed three (3) months after all the employee's sick leave and annual leave balances have been exhausted. This additional leave must be taken immediately following the exhaustion of such balances. Such leave with pay shall be granted only if:

- (1) The Worker's Compensation Division of the New York City Law Department, or other University agent for Worker's Compensation advises the college president in writing that the employee's injury has been accepted by the Division as compensable under the Worker's Compensation Law, or
- (2) if, upon appeal from a decision by the Division or other University Agent, the Worker's Compensation Board determines that such injury is compensable under such law.

An injured employee shall immediately advise the College Director of Human Resources of any determinations he or she receives from the Worker's Compensation Board.

If the employee is granted extended sick leave with pay pursuant to this Section, the employee shall receive the difference between the employee's weekly salary and the

employee's Worker's Compensation rate for the period of time granted. The employee shall, as a condition of receiving benefits under this section, execute an assignment of the proceeds of any judgment of settlement in any third party action arising from such injury, in the amount of the pay and medical disbursements received pursuant to this Section, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the New York City Corporation Counsel. The injured employee shall undergo such medical examinations as are requested by the Worker's Compensation Division of the New York City Law Department or by the University and when found fit for duty by the Worker's Compensation Board shall return to the University's employ.

Benefits provided under this Section shall be in addition to but not concurrent with benefits provided under the University provision which corresponds to Sections 7.0 and 7.1 of the New York City Career and Salary Plan Leave Regulations.

Section 10.

The University shall make every reasonable effort to require of its agent for Worker's Compensation matters that any employee who has filed a Worker's Compensation claim shall be notified within 45 days of the agent's receipt of such claim, as to whether the claim has been approved or disapproved by the agent.

Section 11.

Pursuant to New York City Mayor's Executive Order No. 34, dated March 26, 1971, "Regulations Governing Cash Payments for Accrued Compensatory Time on Death of an Employee While in the City's Employ," and adopted by the University herein, if an employee dies while in the College's or University's employ, the employee's beneficiary or if no beneficiary is designated, then the employee's estate, shall receive payment in cash for the following:

- a. All unused accrued annual leave to a maximum of fifty-four (54) days credit.
- b. All unused accrued compensatory time earned and retained pursuant to this Agreement, verifiable by official college records, to a maximum of two hundred (200) hours.

This section shall be applicable to hourly employees.

Section 12.

If an employee dies during the term of this Agreement because of an injury arising out of and in the course of the employee's employment through no fault of the employee, and in the proper performance of the employee's duties, a payment of twenty-five thousand dollars (\$25,000) for full-time employees or ten thousand dollars (\$10,000) for part-time per annum, hourly, per diem, per session or seasonal employees, will be made from funds other than those of the Retirement System in

addition to any other payment which may be made as a result of such a death. Such payment shall be made to the same beneficiary designated for the purposes of Section 11 of this Article, or if no beneficiary is so designated payment shall be made to the employee's estate.

Section 13.

If while in covered employment under the terms of this Agreement an employee dies, the University shall notify the beneficiary designated by the employee in the personnel folder as to what benefits may be available for the employee, and as to where claims may be initiated for such benefits.

The University shall promptly notify the appropriate retirement system and request it communicate with the beneficiary designated in the system's records.

This section shall be applicable to hourly employees.

Section 14.

(a) Lateness caused by a verified major failure of public transportation, such as a widespread or total power failure of significant duration or other catastrophe of similar severity, shall be excused.

(b) The University shall continue to have a contingency plan or plans for operation during a major failure of public transportation which would cause handicapped employees, as defined in the New York City Human Rights Survey Report issued September 1973, great difficulty in reaching their regular work location. Such plan or plans shall include where practicable and productive, provisions assigning handicapped employees to report to University locations closer to their homes. Such plan or plans shall also include provisions by the College President or designee to excuse absences of handicapped employees on an individual basis. Decisions of the College President or his or her designee with respect to absences under such plans shall not be subject to the grievance procedure.

Section 15.

(a) The terminal leave provision for all employees except as provided in paragraphs (b), and (c), below shall be as follows:

Terminal leave with pay shall be granted prior to final separation to employees who have completed at least ten (10) years of service on the basis of one (1) day terminal leave for each two (2) days of accumulated sick leave up to a maximum of one hundred twenty (120) days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.

(b) Any employee who as of January 1, 1975 has a minimum of fifteen (15) years of service as of said date may elect to receive upon retirement a terminal leave of

one (1) calendar month (or 22 work days) for every ten (10) years of service pro-rated for fractional part thereof in lieu of any other terminal leave. However, any sick leave taken by such employees subsequent to July 1, 1974 in excess of an average annual usage of six (6) days per year shall be deducted from the number of days of terminal leave to which the employee would otherwise be entitled to at the time of retirement, if the employee chooses to receive terminal leave under this paragraph.

(c) In the case where an employee has exhausted all or most of the employee's accrued sick leave due to a major illness, the College President in his or her discretion, may apply two and one-fifth (2-1/5) work days for each year of paid service as the basis for computing terminal leave in lieu of any other terminal leave.

(d) Where an employee has an entitlement to terminal leave and the University's fiscal situation requires that employees who are terminated, laid off or retired, be removed from the payroll on or before a specific date because of budgetary considerations, the University shall provide a monetary lump sum payment for terminal leave in accordance with the provisions of New York City Mayor's Executive Order 31, dated June 24, 1975, adopted by the University herein.

Section 16. Shortened Summer Work Week and Early Dismissal Due to Heat

(a) Summer work week shall be a period of shorter workdays from the Monday following each College's Spring commencement to September first.

(b) Shortened workday schedules shall not apply to employees who work in air-conditioned facilities, except that employees who normally do not have a shortened summer workweek, (i.e. employees who work in an air-conditioned facility) shall be dismissed one hour earlier than the normal dismissal time when the air-conditioning equipment is not working during the period covered by subsection 16a. The college may delay implementation of these provisions for 24 hours following the failure of air-conditioning equipment, in order to attempt necessary repairs.

(c) The shortened workday schedule shall not be required until an employee has completed one year of service.

(d) Employees who work shortened workday schedules as described in this Section are entitled to the meal allowances set forth in Section 9 of Article VIII, provided that such employees work a minimum of three (3) hours beyond the shortened workday schedule. An employee who qualifies for a meal allowance pursuant to this paragraph shall not count the first hour worked after the shortened workday schedule in computing the amount of the meal allowance to which the employee is entitled.

Section 17.

(a) All part-time per annum, hourly, per diem, per session, and seasonal employees, who work at least one half the regular hours of full-time employees in the same title shall accrue leave credits as provided in subsection (b) below. If no

full-time equivalent title exists then the minimum number of hours required in order to receive leave credits pursuant to this section shall be 20 hours per week.

(b) Employees eligible under subsections (a) or (b) shall accrue leave credits as follows:

(i) Sick leave: One (1) hour of leave for every twenty (20) hours actually worked with no maximum accrual.

(ii) Annual leave: Employees hired on or after July 1, 1991 shall accrue as follows:

<u>Years in Service</u>	<u>Accrual</u>
Beginning of the employee's 1st year	1 hour for 15 hours worked
Beginning of the employee's 5th year	1 hour for 11 hours worked

(c) Payment of all annual leave remaining to the credit of any hourly employee covered under this Agreement at the end of his or her assignment or the end of the fiscal year, whichever comes first, shall be made in each regular pay period thereafter in shares based on not less than the average number of days and hours worked by the hourly employee per week during that fiscal year. The period for which such payments are made shall be a scheduled vacation period for such employee. However, payment for such scheduled vacation period may be made in a lump sum at the discretion of the College Director of Human Resources.

Section 18.

(a) A child care leave of absence without pay for a period not to exceed 48 months shall be granted to an employee (male or female) who becomes a parent of a child up to four years of age, either by birth or by adoption. The use of the 48 month maximum allowance can be authorized only one time for an employee. Any other child care leave of the employee shall be limited to a maximum period of thirty-six (36) months.

(b) An employee shall exhaust his or her accrued annual leave prior to the start of child care leave. Time on annual leave shall not be included in the child care leave.

(c) Employees who initially elects to take less than the available maximum periods of leave of forty-eight (48) months or thirty-six (36) months, may elect to extend such leave by up to two extensions, each extension to be a minimum of six (6) months. However, in no case may the initial leave period, plus the one or two extensions, total more than the applicable maximum of forty-eight (48) months or thirty-six (36) months.

(d) (i) An employee who has taken a cumulative total of seven years of child care leave shall be entitled to further child care leave pursuant to this section only if he or she had been in pay status a cumulative total of four

or more years for the City of New York and/or the University.

- (ii) An employee who has taken a cumulative total of ten years of child care leave shall be entitled to further child care leave pursuant to this section only if he or she has been in pay status a cumulative total of seven or more years for the City of New York and/or the University.

(e) This provision shall not diminish the right of the College Director of Human Resources or the University Director of Human Resources Management Services to grant a further leave of absence without pay for child care purposes in accordance with University policies.

Section 19.

An employee may be excused without charge for a period of up to four (4) days when a death occurs among members of the employee's immediate family, as provided in the applicable Leave Regulations. When the death in an employee's immediate family occurs while the employee is on annual leave or sick leave, such time as is excusable for death in the family shall not be charged to annual leave or sick leave. Immediate family shall be defined as spouse; natural, foster, or step parent; mother-in-law; father-in-law; natural, foster, or step brother; natural, foster, or step sister; natural, foster, or step child; grandchild; any other relative residing in the same household; Domestic Partner of the employee; and a child or parent of the Domestic Partner or any other relative of the Domestic Partner residing in the same household.

Section 20.

(a) Individual employee grievants shall be granted leave with pay for such time as is necessary to testify at arbitration hearings.

(b) Leave with pay shall be granted to three (3) employees who are named grievants in a group arbitration proceeding, for such time as is necessary for them to testify at their group arbitration hearings.

(c) Leave with pay for such time as is necessary to testify at their hearings shall be granted to employees who, after final adjudication of proceedings under Section 210 (Prohibition of Strikes) paragraph 2(g) (Objections and Restorations) of the New York State Civil Service Law are determined not to have been in violation of Section 210.

ARTICLE X - TIME AND LEAVE VARIATIONS

This Article shall apply only to full-time employees who work other than a regularly scheduled standard work week consisting of five (5), seven (7) hour, or eight (8) hour days.

Section 1.

A "holiday leave bank" shall be established for each employee covered under this Article. The bank shall be credited with seven (7) hours of holiday leave time for employees in the Exterminator or Store-Stock groups of titles, or eight (8) hours for employees in all other titles, as each holiday occurs.

Section 2.

The total holiday leave credits granted per annum shall not exceed 128 hours.

Section 3.

(a) When an employee does not work on one of the regular holidays, a number of hours equal to the number of hours in the employee's regularly scheduled work day shall be subtracted from the employee's "holiday leave bank."

(b) An employee who works on any of the regular holidays shall be compensated in accordance with Section 4 of this Article or the overtime provisions of this Agreement, whichever is applicable.

(c) When either the holiday or the day designated for observance occurs on any employee's scheduled day off and the employee does not work on such day, the employee shall accrue credits pursuant to Section 1 of this Article but no credits shall be deducted from the employee's "holiday leave bank" for such day.

Section 4.

(a) If an employee is required to work on any of the fifteen (15) scheduled holidays pursuant to Article VII of this Agreement, the employee shall receive a fifty percent (50%) cash premium for all hours worked on the holiday, and there shall be no deduction from the employee's "holiday leave bank."

(b) If a holiday designated pursuant to this Agreement falls on a Saturday or Sunday, the fifty percent (50%) cash premium shall apply only to those employees who are required to work on the Saturday or Sunday holiday. Employees required to work on the Monday or Friday designated by the College or University for holiday observance shall not have any time charged against their "holiday leave bank" as a result of the Saturday or Sunday holiday but shall not receive premium pay.

(c) With respect to an employee who is scheduled to work on both the Saturday and Sunday holiday and the day designated for observance: (1) If the employee is

required to work on only one of such days the employee's "holiday leave bank" shall be charged the equivalent of one day. Such employee shall receive the fifty percent (50%) cash premium when required to work on Saturday and Sunday; or (2) if the employee is required to work on both days, the employee shall receive the fifty percent (50%) cash premium for all the hours worked on the Saturday or Sunday holiday without any charge to the employee's "holiday leave bank."

(d) However, if the employee is required to work on a holiday which falls on the employee's scheduled day off, the employee may choose whether such holiday work is to be compensated by the fifty percent (50%) cash premium without charge to the employee's leave bank, or, if otherwise eligible, by the overtime provisions of Article VIII.

(e) An employee shall not receive for the same hours of work both (1) overtime pay and (2) the fifty percent (50%) cash premium without charge to the employee's "holiday leave bank." However, regardless of whether the holiday falls on a regular working day or on a scheduled day off, if the number of hours worked on such holiday exceeds the employee's normal daily tour of duty, all hours of work in excess of such normal daily tour of duty shall be covered by the overtime provisions of Article VIII.

(f) Shifts which begin during the 24 hour period from 12:00 midnight at the start of the day through 11:59 P.M. at the end of the day on a holiday shall be deemed to have been worked entirely on the holiday.

Section 5.

An employee may be advanced holiday leave credits consistent with the maximums set forth in Section 2 of this Article. Any resulting negative leave balance shall be charged against subsequent holiday accruals. If as of July 1st of any year an employee's "holiday leave bank" has a negative balance, said balance shall be charged against the employee's annual leave.

Section 6.

The "Annual Leave Allowance" shall accrue on an hourly basis. The rate of accrual shall be based on years of service and period of service of the respective employee as follows:

a. Effective July 1, 1991:

<u>Years of Service</u>	Exterminator and Stores-Stock Group	All other Annual Leave	Exterminator and Stores-Stock Group	All Other
	<u>Annual Leave Allowance</u>	<u>Annual Leave Allowance</u>	<u>Monthly Accrual</u>	<u>Monthly Accrual</u>

Beginning of the employee's 1st year	105	120	8.750	10.000
Beginning of the employee's 5th year	140	160	11.667	13.333
Beginning of the employee's 8th year	175	200	14.583	16.667
Beginning of the employee's 15th year	189	216	15.750	18.000

b. Employees hired prior to July 1, 1985:

<u>Years of Service</u>	<u>Exterminator and Stores-Stock Group Annual Leave Allowance</u>	<u>All other Annual Leave Allowance</u>	<u>Exterminator and Stores-Stock Group Monthly Accrual</u>	<u>All Other Monthly Accrual</u>
Prior to 8 th year	140	160	11.667	13.333
Beginning of the employee's 8th year	175	200	14.583	16.667
Beginning of the employee's 15th year	189	216	15.750	18.000
Beginning of the employee's 15th year If BHE/CUNY service began prior to 1/1/57	210	240	17.500	20.000

Seven (7) hours of sick leave allowance shall accrue per month for 35 hour a week titles and eight (8) hours of sick leave allowance shall accrue per month for 40 hour a week titles.

Section 7.

Leave balances accrued in days shall be converted from daily to hourly balances at the rate of seven (7) hours per day for 35 hour a week titles and at the rate of eight (8) hours per day for 40 hour a week titles.

ARTICLE XI - HEALTH INSURANCE

Section 1.

The Union and the University shall recommend to the City of New York and the Municipal Labor Committee that the University be a participant in the Labor-Management Health Insurance Policy Committee referred to in Article VII Section I of the 1990-1992 the Citywide Contract between the City of New York and District Council 37.

Section 2.

The New York City Health Insurance program shall continue to be available to eligible University employees and eligible University retirees under the eligibility criteria established by the City of New York.

Section 3.

The provisions of Sections two (retiree right to choice of plan), three (effect of disability retirement on COBRA payment), four (union payment of COBRA for laid-off employees) and six (requesting party to pay cost of EDP tapes) of Article VII of said Citywide Contract shall be applicable to employees and the respective unions to the extent possible.

ARTICLE XII - CAR ALLOWANCE**Section 1.**

(a) Compensation to employees for authorized and required use of their own automobiles shall continue to be at the rate of twenty-five (25 cents) per mile, with a minimum guarantee of thirty (30) miles for each day authorized and actual use. Said mileage allowance is not to include payment for the distance traveled from the employee's home to the first work location in a given day or from the last work location to the employee's home unless the employee is authorized and required to carry special equipment or materials which cannot feasibly be transported via mass transit.

(b) In the event that there is an adjustment to the provision regarding car allowance in the City-wide contract between the City of New York and District Council 37, which is effective during the period of this agreement, the parties may reopen negotiations.

ARTICLE XIII - PERSONNEL AND PAY PRACTICES

Section 1.

The University shall recommend that paycheck stubs for State payrolls shall not be changed so as to reduce the information available as of the last payroll of the predecessor (1996 – 2000) agreement.

Section 2.

Annually, at a time convenient to each college, and upon the submission of the appropriate request form, each employee shall be given a statement of his or her salary, indicating base pay and any supplement such as Service Increment or Longevity Differential. The employee shall, within 10 working days, report any error he or she may discover to the College Payroll Unit and the College Director of Human Resources.

Section 3.

Upon transfer of an employee from one College to another, annual leave balances, up to a maximum of the number of days of annual leave accruable in 2 years and all sick leave balances shall be transferred with the employee.

Section 4.

(a) When a transfer within the University is accomplished with the consent of the employee, all compensatory time due for overtime worked shall be granted to the employee prior to the effective date of the transfer except where:

- (i) The receiving College agrees in writing to accept the transfer of these accrued compensatory time balances in whole or in part to its records, or
- (ii) The employee requests in writing that these accrued compensatory time balances be converted to sick leave credits as of the date of the transfer. Initiation of action to liquidate this compensatory time shall be the responsibility of the transferring employee.

(b) When an employee is subjected to a functional or involuntary transfer, all the employee's accrued compensatory time balances shall be transferred to the records of the receiving College.

(c) When a current employee is promoted to another College from a competitive list, all compensatory time shall be transferred to the records of the appointing College.

Section 5.

(a) The College shall furnish identification cards to all employees who have served continuously for six (6) months.

(b) Lost cards shall be reported immediately and replaced. The employee shall reimburse the University for the actual cost of such card. Upon separation from service, an employee shall not receive his or her final paycheck until he or she has returned the identification card issued, or has submitted an appropriate affidavit of loss.

Section 6.

Any employee who is promoted or who is affected by an individual change in title or rate of compensation of an adverse nature shall be notified in writing no later than two (2) weeks after the effective date of such promotion, change in title, or rate of compensation.

Section 7.

For employees paid through the New York City Payroll Management System, consistent with and subject to security requirements, paychecks shall be released on pay day during normal working hours. However, if such hours do not coincide with normal banking hours, paychecks shall be released during working hours on the preceding shift or day or prior to 2 p.m. on Friday, whichever is later and still provides the ability to cash pay checks prior to the weekend.

Section 8.

The College shall be authorized to establish and maintain imprest funds for the reimbursement to employees of all necessary carfare, telephone, automobile and meal expenses and such other types of expenses as the New York City or New York State Comptroller may approve. The funds shall be administered in accordance with the rules and regulations of the New York City or New York State Comptroller.

Section 9.

In the event of an erroneous overpayment to an employee of an amount exceeding 25 percent of the employee's regular gross pay, the University will not make wage deductions for recoupment purposes in amounts greater than 25 percent of the employee's regular gross pay, except when the amount of the overpayment has exceeded \$1,000. In cases where the overpayment has exceeded \$1,000, deductions may be made in larger installments at the discretion of a President or his or her designee.

Section 10.

Any employee who is required to take a medical examination to determine if he or

she is physically capable of performing his or her full duties, and who is found not to be so capable shall, as far as practicable, be assigned to in-title and related duties in the same title during the period of the employee's disability. If a suitable position is not available, the University shall offer the employee any available opportunity to transfer to another title for which the employee may qualify by University change of title procedures established pursuant to the Civil Service Regulations of the Vice Chancellor for Faculty and Staff Relations.

If such an employee has ten (10) years or more of retirement system membership service and is considered permanently unable to perform all the duties of the employee's title and no suitable in-title position is available, the employee shall be referred to the New York City Employee's Retirement System and recommended for ordinary disability retirement.

Section 11.

(a) Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days after execution of the applicable agreement or one hundred-twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment.

(b) Interest on shift differentials, holiday and overtime pay, shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days following their earning or one hundred-twenty (120) days after the execution of this Agreement, whichever is later, to the date of actual payment.

(c) Interest accrued under (a) or (b) above shall be payable only if the amount of interest to an individual employee exceeds five dollars (\$5).

Section 12.

The University shall make every reasonable effort to provide adequate notice of employee garnishments.

Section 13.

No employee shall receive a lower basic salary rate following promotion than the basic salary rate he or she received preceding the promotion.

Section 14.

The University shall not withhold entire paychecks when an employee has no leave balance to cover absences without pay, due to illness, up to a maximum of five (5) days, provided the affected employee has five (5) years of service as a member of the New York City Employees Retirement System. Appropriate deductions shall be made in a subsequent paycheck. Employees with negative leave balances shall not be covered by this Section.

Section 15.

For the purposes of this Agreement employees in all classes of custodial, store-stock and campus security positions not yet classified by the appropriate competent body shall be presumptively covered by the terms of this Agreement pending final classification of the affected class of positions.

Section 16.

The University shall provide a copy of this Agreement to all Colleges of the University.

Section 17.

If an employee's paycheck is lost by the University, the University shall secure a handwritten replacement check for the employee within three (3) working days after the receipt of an affidavit by the employee stating that he or she has not received the lost check or any proceeds from it.

ARTICLE XIV - EVALUATIONS AND PERSONNEL FOLDERS**Section 1.**

(a) An employee shall be required to accept a copy of any written statement that evaluates the employee's work performance or conduct and is prepared during the term of this Agreement if such statement is to be placed in any permanent personnel file relating to the employee. The evaluatory statement or form shall contain or have attached to it an acknowledgment that the employee has seen and read the evaluation, but does not necessarily agree with its contents. The employee shall sign the acknowledgment. If the employee refuses to sign the acknowledgment, the refusal shall be noted and the evaluation placed in the employee's file.

(b) The employee shall have the right to answer any such evaluatory statement which is filed and the answer shall be attached to the file copy. Any evaluatory statement with respect to the employee's work performance or conduct, a copy of which is not given to the employee, may not be used in any subsequent disciplinary actions against the employee.

(c) An employee shall be permitted to view his or her permanent personnel file once a year and whenever an adverse personnel action is initiated against the employee by the College or University. The viewing shall be in the presence of a designee of the College or University and held at such time and place as the College or University may prescribe.

Section 2.

An employee who finds in his or her personnel file any material relating to his or her work performance or conduct, shall have the right to answer any such material and the answer shall be attached to the file copy.

ARTICLE XV - CIVIL SERVICE - CAREER DEVELOPMENT**Section 1.**

(a) When vacancies in promotional titles covered by this Agreement are authorized to be filled, and a College decides to fill such vacancies on a provisional basis, a notice of such vacancies shall be posted in all relevant areas of the College and on CUNY's Web site (www.cuny.edu), for a period of at least ten (10) working days prior to filling, except when such vacancies are to be filled on an emergency basis.

(b) It is the University's policy and practice that all newly established or vacant positions in (non-teaching instructional titles) be published; that all employees be encouraged to apply for such positions; and that all qualified applicants be interviewed for such positions.

Section 2.

(a) At least five (5) working days prior to the final approval of any proposed specification or any proposed change in the job specification of any University title for which a respective Union is the recognized or certified representative, the University shall provide a copy of the proposed job specification, or of the proposed changes in the job specification, for the perusal of the respective Union.

(b) Notice of final revisions shall be distributed to all Colleges and shall be posted in appropriate areas for thirty (30) days.

Section 3.

If, after promotion, an employee is returned to his or her former title in accordance with the Civil Service Regulations of The Vice Chancellor for Faculty and Staff Relations, the employee may request of the College a conference to discuss the basis for the employee's return to his/her former title. The College's decision regarding return of the employee to his or her former title shall be neither arbitrable nor reviewable.

ARTICLE XVI - OCCUPATIONAL SAFETY AND HEALTH

Section 1.

The Labor-Management Committee established pursuant to Article XIX shall sit, from time to time, as an Occupational Safety and Health Committee.

Section 2.

- (a) All employees shall be provided with adequate, clean, structurally safe, and sanitary working facilities.
- (b) Employees who are required to use motor vehicles and power equipment shall be provided with equipment which is in compliance with minimum standards of applicable law.
- (c) The University shall provide, where necessary, first-aid chests, adequately marked and stocked and in sufficient quantity for the number of employees likely to need them. Such chests shall be reasonably accessible to the employees.
- (d) Except as otherwise provided by law, the sole remedy for alleged violations of this Section shall be a grievance pursuant to Article XXVI of this Agreement. Any employee who withholds services under circumstances not authorized by law, as a means of redressing or otherwise protesting alleged violations of this Section, shall be docked pay for any unauthorized non-performance of work and may be subject to any appropriate disciplinary action.
- (e) In construing this Section, an arbitrator shall initially have the power only to decide whether the subject facilities meet the standards of subsection (a) of this Section. If the arbitrator determines that the University is in violation of this Section, the University shall take appropriate steps to remedy the violation. If in the opinion of the Union the University does not achieve compliance within a reasonable period of time, the Union may reassert its claim to the arbitrator. Upon such second submission, if the arbitrator finds that the University has had a reasonable time to comply with the terms of this Section and has failed to do so, then and only then, the arbitrator may order the University to follow a particular course of action which will effectuate compliance with the terms of this Section. However, such remedy shall not exceed appropriations available in the current budget allocation for the University for such purposes.
- (f) The University shall make reasonable efforts to provide for the personal security of employees who work in buildings operated by the University, during such hours as said buildings are open to students, staff, University community and to the public.

ARTICLE XVII - JOB SECURITY

Section 1. Layoff

When layoff of employees is scheduled the following procedure shall be used:

- (a) Notice shall be provided to the respective Union which represents the title in which such employees serve not less than 30 days before the effective dates of such projected layoff.
- (b) Within such 30 day period, designated representatives of the University will meet and confer with the designated representatives of the respective Union with the object of considering feasible alternatives to all or part of such scheduled layoff, including but not limited to (1) the transfer of employees to other Colleges or New York City agencies with retraining, if necessary, consistent with Civil Service Law but without regard to the Civil Service title, (2) the use of Federal and State funds whenever possible to retain or reemploy employees scheduled for layoff, (3) the elimination or reduction of the amount of work contracted out to independent contractors and (4) encouragement of early retirement and the expediting of the processing of retirement applications.
- (c) After meeting and conferring with the designated representatives of the respective Union the University shall have the right, when necessary, to transfer any employee, in lieu of layoff, from one College to another. Such transfers shall be within title, the employee shall meet all the legal requirements of the new position and the transfer shall be made without loss in pay, benefits, or seniority to the affected employee. Within a title and college, employees shall be transferred in the following sequence:
 - 1. Volunteers in order of title seniority.
 - 2. Non-volunteers in order of title seniority among those who would otherwise have to be laid off in the layoff unit (retrenchment unit) from which the transfer is being made.
- (d) In the meetings provided for in subsections b and c, the parties shall recognize that certain employees have Civil Service rights protected by Section 6207 of the New York State Education Law.

Section 2.

When layoff occurs, the University shall provide to the appropriate bargaining representative a list of employees who are on a preferred list with the original date of appointment utilized for the purpose of such layoff.

Section 3.

A laid off employee who is returned to service in the employee's former title or in a

comparable title from a preferred list, shall receive the basic salary rate that would have been received by the employee had the employee never been laid off, up to a maximum of two (2) years of general salary increases.

Section 4. Full-time Non-Competitive Layoff Procedures

If budgetary restrictions, consolidations or abolitions of functions or other curtailment of activities result in the abolition of full-time non-competitive positions, layoff or suspension among the employees in the same title (class of positions) shall be made in inverse order of their original appointment to the City of New York, if such appointment occurred prior to July 1, 1979, or to the University in the subject class of positions.

The date of original appointment shall be the first date of appointment followed by continuous service up to the time of the abolition or reduction of positions.

An employee who had been terminated from a class of positions and who was reappointed in the same class of positions within one year thereafter, shall be deemed to have continuous service for the purposes of this Section.

For the purposes of this Section, neither a period of an authorized leave of absence without pay nor any period during which an employee is suspended from the employee's position pursuant to this Section shall constitute an interruption of continuous service.

Layoff shall be made from among employees in the same class of positions in a layoff unit (retrenchment unit) in the University. The University may determine the layoff unit in accordance with the New York State Civil Service Law and the Rules of the CUNY Civil Service Commission and the Regulations of the Vice Chancellor for Faculty and Staff Relations.

Employees in affected titles in the layoff unit shall be laid off in the following order:

- a. All employees in probationary status in the same title. Among them, layoff shall be in inverse order to date of original appointment.
- b. All employees who have satisfactorily completed their probationary periods in the same title. Among them, layoff shall be in inverse order to date of original appointment.

In the event of layoff the University shall place the names of such employees on a preferred list together with others who have been suspended from the same class of positions. The University shall certify such list for filling vacancies in the same class of positions in the layoff unit from which the suspensions were made.

Persons on the list shall be called for reinstatement in the order of their original date of appointment and, upon the occurrence of a vacancy in an appropriate position in the layoff unit, shall be certified in seniority order.

The eligibility for reinstatement of a person on such a preferred list shall not continue for a period longer than four years from the date of separation.

Any person suspended or demoted prior to completing his or her probationary term shall be certified for reinstatement only after all other eligibles on the preferred list. A reinstated employee shall be required to complete his or her probationary term upon reinstatement.

Failure or refusal to accept reinstatement from a preferred list to any vacancy in the same class of positions shall be deemed a relinquishment of the employee's eligibility, and the employee's name shall be removed from the list.

A person reinstated from a preferred list to his or her former class of positions shall receive at least the same salary he or she was receiving at the time of suspension.

Notwithstanding any other provisions of this Section, the University may disqualify for reinstatement and remove from a preferred list the name of any eligible who is physically or mentally disabled for the performance of the duties of the position for which such list is established, or who has been guilty of such misconduct as would result in dismissal.

Section 5. Applicability to Labor and Non-Competitive Class Positions

Pursuant to Section 8 of the Letter of Agreement dated November 21, 1989 and attached hereto as Appendix B, and pursuant to the letter from District Council 37 dated July 10, 1997, attached hereto as Appendix C, qualified employees in the title City Custodial Assistant and CUNY Custodial Assistant shall be subject to applicable provisions of this Article. Moreover, in accordance with appendix B herein, it is the understanding of the parties that the move to amend the title of "City Custodial Assistant," to "CUNY Custodial Assistant," whereby the said title was moved from the labor class to the non-competitive class, will not reduce the rights of "City Custodial Assistants" and the current rights will carry over to the new "CUNY Custodial Assistant" title. The layoff procedure and disciplinary rights entitlement currently incorporated in Appendix B will apply to the "CUNY Custodial Assistant" title.

Section 6. Job Security

University employees represented by District Council 37 shall have job security through September 30, 2002; and University employees represented by IBT Local 237, and SEIU Local 300 shall have job security through June 30, 2002. The job security provisions herein will sunset on the dates specified above as applicable, unless an extension is mutually agreed to by the parties. The job security provisions are as follows:

- a. Except for cause, or due to the movement of the civil service list, no full-time per annum employee covered under this agreement shall be

displaced or involuntarily separated from service during the term of this agreement through June 30, 2002, or September 30, 2002, as set forth above.

- b. Part-time employees who have two years of continuous service and who work at least 20 hours per week, shall be covered under this job security provision.
- c. The above job security provisions shall not be apply in the event of a declaration of fiscal exigency by the Board of Trustees of The City University of New York.

ARTICLE XVIII - VOLUNTARY INTERCOLLEGE TRANSFERS

The voluntary transfer of a full-time permanent employee from one College to another shall be accomplished through the following procedure, and pursuant to the provision regarding voluntary Transfer Roster of the CUNY Civil Service Rules and Regulations:

Section 1 Application for Transfer, Establishment of Roster

(a) Application for transfer shall be made by an employee by completing four copies of the transfer request form and distributing them to:

1. The University Human Resources Director for Management Services
Office of Faculty and Staff Relations
535 East 80th Street
New York, New York 10021, and
2. The Human Resources Director of the current college, and
3. The respective Union.

One copy is to be retained by the employee for his or her records.

(b) The University Office of Human Resource Management Services of the Office of Faculty and Staff Relations shall establish a transfer roster, by title and by level within each title, for each College. Employees shall be listed in order of receipt of the request by the University Director of Human Resource Management Services. In case of ties, the listing shall be made in order of seniority as a permanent employee of the University. All applications for a newly established College, if applicable, received by the University Director of Human Resource Management Services within 30 days of a Board of Trustees resolution to establish that College, shall be considered on the basis of seniority alone.

All applications for transfer by employees in titles not previously covered by a transfer policy, which are received within 60 days of the signing of this Agreement shall be considered on the basis of seniority alone.

(c) An employee shall be listed on the appropriate title/level roster if:

1. He or she has served at least two years at his or her present College:
 - a) after appointment from a list, or
 - b) after a voluntary transfer, or
2. He or she has served for at least one year after a promotion.
Advancement to a higher assignment level, through designation by the College, shall be considered as a promotion for purposes of this Article

and require an additional year of service unless transfer is at the previously held level, pursuant to Section 2(b). Where advancement to the higher level is mandatory upon the attainment of a specified period of service, such advancement shall not be a bar to immediate placement on the transfer roster; and

3. There is no disciplinary action pending or in process against him or her and no disciplinary penalties were imposed in the preceding 3 years; and
4. He or she did not have an unsatisfactory service evaluation during the immediately preceding 2 year period.

(d) An employee may have on file requests for transfers to up to three Colleges at the same time. Acceptance of a transfer to any one College shall automatically remove an employee from the roster of all other Colleges. Refusal to accept transfer for whatever reason shall automatically remove the employee from that College's roster for eighteen (18) months.

(e) An employee who has been transferred from one borough to another because of layoff, and has applied for transfer back to his or her previous College, shall be given priority over employees who are at their present location for reasons other than layoff and over employees who are on a preferred list of employees who were laid off from the College to which transfer is sought.

(f) The existence of a promotion list with the names of three or more candidates in active service in the subordinate title at a College shall bar the use of a transfer roster to that College for that title. A promotion list established by merging college lists on a borough or university basis may be used interchangeably with a transfer roster, at the discretion of the College Director of Human Resources.

The existence of a preferred eligible list shall bar the use of a transfer roster for that title for transfer to the College from which any employee on the preferred eligible list was laid off, except as provided in Section 1, subsection (e).

(g) The existence of a transfer roster shall not be a bar to the reinstatement of a person at the college from which he or she has resigned. Persons seeking reinstatement at a College other than that of last employment shall not be considered ahead of any employee who was on the transfer roster for that College at the time the reinstatement was requested.

(h) An employee who is on a transfer roster at the time of taking a leave of absence shall be considered for transfer in roster order provided that the employee is able to return to active employment within the time limitations established in Section 2, subsection (e).

(i) An employee seeking transfer on the basis of hardship may request consideration of special placement on the transfer roster by letter to the respective

Union and the University Office of Faculty and Staff Relations. Such a request shall be subject to a joint labor-management review by the University and the respective Union. Decisions in such matters shall not be subject to the grievance procedure.

Section 2. Transfer

(a) Except as provided in Section 1, subsections (f) and (g) and except as provided in Section 2, subsections (b), and (g) below, each College shall be required to consider the transfer roster for a title to that college, if any, prior to filling any vacancy in the title. Transfer shall be made of one of the first three employees on the appropriate transfer roster, consistent with the provisions of this Article.

(b) When a vacancy is to be filled, those employees whose names have been reached shall be interviewed by the Human Resource Director of the receiving College, in order to make the selection pursuant to Section 2 subsection (a), and to establish such "mechanics" as the date of transfer and to help determine a specific assignment. It is understood, however, that the Human Resource Director may not be able to indicate the specific assignment prior to the actual reporting date. An employee shall not be entitled to choose his or her assignment in the receiving College. Intra-college transfers shall continue to have preference in the filling of particular assignments.

(c) An employee may decline transfer to a particular College for any reason within the 24 hour period immediately following an offer of a position. Such declination shall be in writing, but a telephone refusal or verbal refusal given to his or her College Human Resource Director and to the interviewing Human Resource Director shall be sufficient to permit the interviewing Director to continue to recruit and hire for the position in question.

(d) Use of the existing transfer roster for a College shall not be mandatory to fill vacancies in positions identified as confidential pursuant to Article I, Section 3 of this Agreement.

(e) The transferring employee shall start working at the new location no later than 5 weeks from the date of interview unless an unusual situation requires an extension. An extension shall be permitted only with the consent of both Human Resource Directors, the transferring employee and the respective Union.

(f) A transfer need not be made pursuant to this section if:

1. the sending College is barred from refilling the position by the State of New York, the City of New York or the University; or
2. more than 5% of the employees at the sending College in the title involved, or two employees at such College in that title, whichever is greater, have transferred from the College within that fiscal year; or
3. the employee has received an unsatisfactory service evaluation during

the two year period immediately preceding the reaching of his or her name on the transfer roster.

4. If a College has been granted permission to use a civil service list prior to using a CUNY transfer roster, such permission shall be in accordance with Regulation 7.1.4 (b) (Voluntary Transfer Roster) of the Regulations of the Vice Chancellor for Faculty and Staff Relations which permits prior use of a Civil Service list during a period, not to exceed 90 days, following the establishment of the civil service list, when use of such list would enhance implementation of the college's affirmative action plan, or when 10% of the vacancies in a title have been filled through the use of the transfer roster following the establishment of the Civil Service list.

Section 3. Trial Period

- (a) There shall be a three month trial period for transferred employees.
- (b) At the end of that period (or earlier if acceptable to all parties) the employee may be returned to his or her previous College either at the employee's own initiative or that of the Human Resource Director of the receiving College without penalty. The trial period may be extended for 30 days or more if acceptable to all parties concerned, as enumerated in Section 2, subsection (e).
- (c) If an employee returns, the previous College shall restore the employee to his or her title/level and salary but not necessarily to the shift or assignment held before transfer.
- (d) In any instance where an employee is returned by the receiving College and upon the written request of the employee which is made within 15 work days of notice of the decision to return the employee, the College Human Resource Director shall furnish to the employee a statement of the reason(s) for the return. The employee and/or the respective Union may request a joint Labor-Management review of the decision by the University and the respective Union.
- (e) A decision to return an employee to his or her previous College shall not be subject to the grievance procedure.

ARTICLE XIX - LABOR-MANAGEMENT COMMITTEE

- (a) There shall be a Labor-Management Committee for all employees.
- (b) The Labor-Management Committee shall consider University developments and consider and attempt to resolve University problems related to the terms and conditions of employment and shall, when appropriate, recommend to the Chancellor, through the Vice Chancellor for Faculty and Staff Relations, changes in working conditions of employees.
- (c) The Labor-Management Committee shall meet monthly when practical, except during July and August, or at the call of either the Union members or the University members, at times mutually agreeable to both parties. Minutes of agreements and formal actions shall be kept and copies supplied to all members of the committee.
- (d) For purposes of voting, the Labor-Management Committee shall consist of ten (10) members. The Union shall designate five (5) members and the University shall designate five (5) members. The position of Chairperson of the committee shall alternate between the members designated by the University and the members designated by the Union. The committee shall make any recommendations to the Chancellor, through the Vice Chancellor for Faculty and Staff Relations, in writing.
- (e) Nothing contained herein shall preclude a respective Union from meeting separately with University representatives.

ARTICLE XX - SPECIAL PROVISIONS APPLICABLE TO CUSTODIAL ENTRY LEVEL TITLES

This Article shall be applicable to employees in titles included in the Custodial Entry Level Group in Article III Section 7.

Section 1. Seniority

(a) Seniority shall be defined for the purpose of this Article as the status that shall be secured by the length of service at a work location in a specific title subject to the following conditions:

i. Seniority shall start with the employee's date of appointment or transfer provided he passes all probationary requirements, except in the case of a mandatory transfer within the University where the employee shall carry his seniority from one work location to another.

ii. All time on payroll shall be included as time served.

iii. Time served in a provisional capacity in the title Custodial Assistant prior to reclassification to the title City Custodial Assistant shall be counted. Time served in the title City Custodial Assistant prior to reclassification to the title CUNY Custodial Assistant shall be counted.

Time served in a provisional or probationary capacity in a different custodial staff title shall be counted, providing the employee was a permanent or probable permanent employee prior to the date of the provisional promotion or appointment in a higher title.

iv. A Custodial Assistant, City Custodial Assistant or CUNY Custodial Assistant who was appointed as a Custodial Assistant from a competitive list shall be deemed to have greater seniority than any employee in either title who was not appointed from a Custodial Assistant list.

v. Except as identified above, time in provisional employment shall not be counted in determining seniority.

(b) A separate listing for each title and each work location of employees in order of seniority shall be promulgated annually by management. For the purpose of this paragraph, the titles Custodial Assistant, City Custodial Assistant and CUNY Custodial Assistant shall be considered to be the same title. The list shall be posted on the employee's bulletin board and at the same time a copy will be sent to District Council 37. The list shall stand unless a question is submitted to the College Director of Human Resources of the work location within 10 days after the initial posting of the list.

(c) The seniority provisions discussed herein in Article XX are not applicable to the hourly CUNY Custodial Assistant title. The Colleges, however, may in their sole

discretion and based on the needs of their respective campus, assign hourly CUNY Custodial Assistant employees to shifts by way of selection in seniority order. Preference in selecting vacation times shall be given to hourly CUNY Custodial Assistant employees with the greatest seniority. The College, however, will determine the appropriate staffing levels at a particular campus and will determine the number of hourly employees who may be on annual leave at any particular period of time.

Section 2. Shifts

Transfers to shifts within a work location shall be made in order of seniority for personnel as vacancies occur, provided:

- a) the employees' performance and work records are equal, and
- b) there is no "bumping" of an employee already on that job, and
- c) permanent employees shall have priority over probationary employees.

Section 3. Vacations

Among employees serving in specific titles and assigned to a particular shift, preference in selecting vacation times shall be given to employees with the greatest seniority. The Administrative Superintendent or other authorized Supervisor shall determine the number of employees in each title who may be on annual leave at any particular period of time. Vacations may be scheduled at any time of the year.

ARTICLE XXI - NONDISCRIMINATION

Section 1.

Neither the University nor the Union shall discriminate with respect to the hours, wages or any terms or conditions of employment of any employee because of sex, sexual orientation, race, marital status, age, creed, religion, national origin, disability not related to essential job activities, color, political belief or membership in, or lawful activity on behalf of the Union or a respective Union. Sexual harassment shall be considered discrimination because of sex.

Section 2.

Each respective Union agrees that it will admit to membership and represent equally all employees in a title represented by such respective Union, except as otherwise provided in Article I, Section 3.

Section 3.

Except by agreement between the University and a respective Union to the contrary, a grievance alleging a violation of this Article shall not be processed under this Agreement on behalf of any employee who files or prosecutes or permits to be filed or prosecuted on his or her behalf in any court or governmental agency, a claim, complaint or suit, complaining of the action grieved, under applicable federal, state or municipal law or regulation.

ARTICLE XXII - MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the University. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to (1) full and exclusive control of the management of the University, the supervision of all operations, methods, processes, means and personnel by which any and all work shall be performed, the control of the composition, of assignment, direction and determination of the size and type of its work force; (2) the rights to change or introduce new and improved operations, methods, means or facilities; (3) the right to determine the standards to be met by employees covered; (4) the right to hire, establish work shifts, establish job classifications, promote, demote, transfer, and lay off employees; and (5) the right to determine the qualifications of employees, and to discipline employees for cause, and otherwise to maintain a orderly, effective and efficient operation.

Notwithstanding the above, the University shall negotiate with the Union on questions concerning the practical impact that decisions on the above matters have on employees. The terms of this Article shall be subject to applicable law and the provisions of this Agreement.

ARTICLE XXIII - NO STRIKE PLEDGE

The University and the Union agree that disputes which may arise between them during the term of this Agreement shall be settled without resort to strike or lockout and that the requirements of the law in this regard shall not be violated. The University agrees that it will not lock out any or all employees and the Union (and each respective Union) agrees on behalf of itself and its membership that there shall be no strikes, slowdowns or interference with the normal operation of the University.

ARTICLE XXIV - LEGISLATIVE ACTION

As required by law:

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXV - DISCIPLINARY PROCEDURE**Section 1. General**

- (a) No permanent employee in the bargaining unit who has completed the probationary period and no provisional or non-competitive employee who has earned disciplinary rights in his or her provisional or non-competitive position shall be disciplined except for incompetency or misconduct.
- (b) The forms of discipline shall include, but not be limited to, a written reprimand, a fine not to exceed \$200, demotion, suspension not to exceed 60 days without pay, termination.
- (c) The procedures in this Article shall be the exclusive procedures for disciplinary action and resolving disputes relating to such disciplinary action.
- (d) Effective January 1, 1991, for titles represented by District Council 37, and effective November 12, 1992 for titles represented by Local 237, IBT and effective 3 months from such date thereafter as a respective union, other than DC 37, or Local 237, IBT, has become a signatory to the agreement to so extend disciplinary rights, provisional full-time employees who have served at the same college of The City University of New York (CUNY) continuously for two years in the same or similar titles listed in Article I, Section 1 of this Agreement, or in titles which are in a related occupational group, shall be subject to the procedures of this Article. In determining if a provisional employee has completed two years of continuous service, the following additional terms shall apply:

Any period off payroll of more than 31 days shall break continuous service. No periods off payroll shall count towards the two-year eligibility. Time on an official leave without pay or time off payroll for fewer than 31 days shall not count towards the two year requirement, but will not break continuous service. An employee appointed to and serving in a different title in a different occupational group shall not be entitled to the disciplinary rights set forth herein by virtue of service in a prior title. Provisional rights acquired in another civil service jurisdiction shall not apply to an employee hired by The City University of New York. Disciplinary rights can only be obtained in a subsequent permanent appointment after serving the established probationary period.
- (e) Extension of disciplinary rights to certain provisional or non-competitive employees shall not diminish the right of a College to reassign employees or terminate the employment of a provisional or non-competitive employee for reasons other than incompetency or misconduct.
- (f) These procedures supersede any preexisting procedures and forums.
- (g) For the purpose of this Article, the term "Union" shall mean respective Union.

Section 2. Initiating a Disciplinary Action

Other than in exceptional situations requiring immediate action, such as, but not necessarily limited to, those involving potential injury to persons or property or unreasonable disruption of University operations, if a College has cause to believe an incident has occurred or circumstances may exist warranting disciplinary action, it shall investigate such incident or circumstances prior to taking disciplinary action. As part of the investigation, the College shall make reasonable efforts to interview any employee(s) who may be subject to disciplinary action. In those exceptional situations requiring immediate action, as described above, an employee may be immediately suspended. Such a suspension without pay pending a decision of the hearing officer may not exceed 30 days except where the charges relate to the alleged commission of a criminal offense relating to employment, in which case the suspension may continue until completion of the Criminal Court procedures, and in which case the suspension will be reviewed periodically at the request of the employee and/or the Union.

An employee who is being interrogated concerning an incident or action which may subject him or her to disciplinary action shall be notified of his or her right to have a Union representative present upon request. This provision shall be applicable to interrogation before, during, or after filing a charge against an employee. The provisions of this Section shall not be interpreted to prevent a supervisor from questioning an employee in relation to his or her employment nor to preclude the questioning of an employee during or immediately following an incident.

Section 3. Disciplinary Charges

Following an investigation, if it is necessary in the judgment of the College to charge an individual employee with incompetency or misconduct, the College official vested with such responsibility shall furnish the employee with a written statement of the charges, specifications and possible penalties. An informational copy shall also be sent to the Union. The statement shall be hand-delivered to the employee or sent by "Certified Mail -- Return Receipt Requested" to the employee's last address on file at the College. The statement shall indicate the date, time and place, within ten days, for the first step hearing at the College. The statement shall also indicate the employee's right to representation at such hearing.

A. First Step

The hearing officer shall issue a written decision with regard to the charges and shall state the disciplinary penalty, if any, within ten working days of the conclusion of the hearing, or record closed by the Hearing Officer, whichever is applicable. The College may implement a penalty, other than termination, upon issuance of the Step I decision.

The decision shall inform the Respondent employee that he or she may accept the penalty or appeal to the Chancellor's Designee for a Step II hearing within 10 calendar days of the receipt of the Step I decision. Unreturned mail shall be

presumed to have been received on the date following transmittal. The appeal must state what choice the employee has made between the two final review options: a) review by an arbitrator, or b) review by the City University Civil Service Commission. Choice of arbitration as a final step may be made only with the concurrence of the Union.

In the event such a request is not filed within the time limit, the Step I decision shall be deemed to have been accepted and except as otherwise provided in Section 4 of this Article, no issue stemming from or relating to the disciplinary action shall be subject to any further appeal.

A Step I decision to terminate employment shall be effective upon failure to appeal to Step II.

B. Second Step

A Step II hearing shall be scheduled within fifteen (15) working days of receipt of a request by the Chancellor's Designee. A written decision shall be delivered to the Union and the Respondent employee within fourteen working days from the conclusion of the Step II hearing, or record closed by the Hearing Officer, whichever is applicable.

A Step II decision to terminate employment shall be effective upon issuance of the Step II decision by the Chancellor's Designee.

Within thirty (30) working days of receipt of the Chancellor's Designee's written decision at Step II, the Union may make a written request for arbitration, or within fifteen (15) working days of receipt of the Chancellor's Designee's written decision at Step II, the Union may make a written request for review by the CUNY Civil Service Commission, or the employee may make a written request for review by the CUNY Civil Service Commission, in accordance with the choice indicated when the appeal of the First Step decision was filed. Unreturned mail shall be presumed to have been received on the date following transmittal.

Any disciplinary decision at or above step two and any appeal of a disciplinary decision may be resolved by settlement agreement only if agreed to in writing by The University Office of Faculty and Staff Relations and the employee or an authorized representative of the respective union.

C. Third Step (Arbitration)

A request for arbitration shall be made to the American Arbitration Association with a copy of such request sent to the Chancellor's designee by Certified mail.

The Association shall designate an arbitrator from a panel agreed to by the parties and shall notify the Union and the Chancellor's designee of the arbitrator named. In cases involving termination of employment, the date of the arbitration shall be within fourteen calendar days of receipt of notification by the arbitrator of his or her

appointment.

The arbitrator is authorized to make awards as to arbitrability.

All arbitrations shall be based upon the official rules of the American Arbitration Association.

In cases involving termination of employment, the arbitrator shall issue his or her award within 14 calendar days of the termination of the arbitration proceedings.

The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. An arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations of this Agreement and any applicable limitations of law.

In any arbitration under this Section, the arbitrator may apply either the standard of "preponderance of the evidence" or the standard of "clear and convincing evidence" in determining whether the University has met its burden of proof.

D. Third Step (Civil Service Commission)

Appeal to the CUNY Civil Service Commission shall be on the basis of the record at Step II and decisions established at Step I and Step II. The employee and/or the Union may state the basis for their appeal in their request or within 15 working days following their request unless otherwise provided by the rules of the commission. A copy of such communication shall be sent to the Chancellor's Designee. The University may respond in writing within 10 additional working days.

The CUNY Civil Service Commission, at its discretion, may consider oral or written arguments based on the record and the Commission, or its designated Hearing Review Officer, shall hear and consider any new evidence not in existence at the time of the Step II hearing which may effect its determination. The Commission may provide for and direct such relief as it deems necessary and proper, subject to the limitations of this Agreement and any applicable limitations of law.

Section 4. Disciplinary Procedure for Job Abandonment

1. In addition to the established procedures of this Article XXV as related to absences from work, an employee who is absent without authorization and fails to notify or communicate such absence in the manner prescribed by the College Human Resources Director for a period of ten (10) or more consecutive work days shall be subject to disciplinary action which may result in termination of employment.

2. Such employee shall be brought up on disciplinary charges of job abandonment prior to the imposition of any disciplinary penalty. Upon filing disciplinary charges for job abandonment, the matter will proceed directly to a Step II hearing before the Chancellor's Designee. Prior to the Step II hearing, the employee

and/or union on the employee's behalf, must indicate in writing to the Chancellor's Designee what choice has been made between the two final review options: a) review by an arbitrator, or b) review by the CUNY Civil Service Commission. Choice of arbitration as a final Step may be made only with the concurrence of the Union.

3. Notification of such disciplinary action must be hand delivered to the employee or sent by regular and certified mail to the last address on file in the College Human Resources Office, in accordance with Section 3 of this Article. As is true of all disciplinary hearings, the hearing may be conducted as scheduled even if the employee fails to attend such hearing, provided that the required procedures have been followed to notify said employee of the scheduled date, time and location of the Step II hearing.

4. In the event the employee fails to appear at the Step II hearing, the decision rendered at Step II shall be final and binding and will not be subject to any further appeal, except for the limitations set forth below. The Hearing Officer shall, however, have the discretion to reopen the Step II hearing in the event of compelling circumstances established by the employee or the union within two (2) weeks of the date of the Step II decision, substantiating with documentary evidence that the subject employee was prevented from attending the Step II hearing and/or from communicating his or her inability to attend based upon his or her incapacitation due to serious mental or physical illness or similar unforeseen circumstances. In the event the Hearing Officer determines not to reopen a Step II hearing, despite the submission of such documentary evidence, the union may appeal the reopening issue to the CUNY Civil Service Commission for final determination. For purposes of said appeal, the only issue before the CUNY Civil Service Commission will be whether the Step II hearing should be reopened. During the pendency of a request to reopen or to appeal said issue, the underlying decision on the merits will remain in full force and effect. If the matter is reopened, either by the Hearing Officer or the CUNY Civil Service Commission, the regular procedures for hearing and appeals will be applicable.

Section 5. Miscellaneous

- (a) If the University exceeds any time limit in this procedure, the employee and/or the Union may initiate the next step, provided that only the Union may request arbitration.
- (b) Written reprimands shall be appealable up to but not beyond Step II of this procedure.
- (c) All time limitations in this procedure are subject to waiver by mutual consent except that failure to file an appeal within the prescribed time limits shall indicate an acceptance of the decision.
- (d) The party (Union or Respondent employee being disciplined) who files a disciplinary appeal to Step II shall be deemed the primary representative of the Respondent employee being disciplined for purposes of such Step II

- procedural matters as correspondence, scheduling, settlement discussions, etc.
- (e) The costs and fees of arbitration shall be borne equally by the Union and the University. Consistent with Article IX, Section 20 of this Agreement, expenses of witnesses shall be the responsibility of the party calling such witnesses. The decision or award of the arbitrator shall be final and binding in accordance with applicable law.

ARTICLE XXVI - GRIEVANCE PROCEDURE

Section 1. Definitions

The term "grievance" shall mean

- (a) a dispute concerning the application or interpretation of the terms of this collective bargaining agreement;
- (b) a claimed violation, misinterpretation, or misapplication of the rules or regulations of the University, or written policies or orders applicable to the University related to terms and conditions of employment; provided that disputes involving the rules and regulations of the New York City Personnel Director, acting pursuant to The City University's delegation authorized in Section 6207 of the New York State Education Law, or disputes involving the rules of the CUNY Civil Service Commission and the regulations of the Vice Chancellor for Faculty and Staff Relations shall not be subject to the grievance procedure or arbitration;
- (c) a claimed assignment of employees to duties substantially different from those stated in their job specifications;
- (d) a claimed improper holding of an open competitive rather than a promotional examination.

For purposes of this Article the term "Union" shall mean "respective Union."

Section 2. Filing

Grievances may be filed by an employee on his or her own behalf (subject to the provisions of this Article), by the Union on its own behalf or by the Union on behalf of any employee or group of employees. Grievances involving employees in more than one College may be filed by the Union initially at Step 2 of the grievance procedure. A grievance must be filed by an employee and/or the Union within 120 calendar days after the date upon which the grievance arose. Any grievance not processed within the time limits specified shall be deemed waived by the grievant.

The grievance shall cite the section(s) of this Agreement, or substance of the rule, regulation, policy or order, which is alleged to be violated, misinterpreted, or misapplied. The grievance may also state a remedy or remedies sought, which shall not be binding.

All grievances must be presented in writing at all steps in the Grievance Procedure. For all grievances as defined in Section 1(c), monetary awards shall not cover any period prior to the date of the filing of the Step I grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work.

Section 3. The Grievance Steps

Employees may at any time informally discuss with their supervisors a matter which may become a grievance. If the results of such discussions are unsatisfactory, or if such a discussion does not occur, the employee may present the grievance at Step I.

STEP I

The employee and/or the Union shall present the grievance in the form of a memorandum or on a grievance form used by the Union, to the person designated for such purpose by a President no later than 120 days after the date on which the grievance arose. The employee may also request an appointment to discuss the grievance. The person designated by the President to hear grievances shall take any steps necessary to a proper disposition of the grievance and shall issue a decision in writing to the grievant and the Union by the end of the tenth work day following the conclusion of the grievance discussion or record closed by the Hearing Officer, whichever is applicable.

STEP II

An appeal from an unsatisfactory decision at Step I shall be presented in writing to the Chancellor's designated representative who shall not be the same person designated in Step I. The appeal must be made within seven (7) work days of the receipt of the Step I decision and shall include a copy of the Step 1 decision. The Chancellor's designated representative shall meet with the employee and/or the Union for review of the grievance and shall issue a decision in writing by the end of the fourteenth work day following the date on which the grievance discussion was concluded, or record closed by the Hearing Officer, whichever is applicable. The party (union or individual grievant) who files at the second step shall be deemed the primary representative of the grievance for purposes of such Step II procedural matters, namely, correspondence, scheduling, settlement discussions, etc.

STEP III

An appeal from an unsatisfactory decision at Step II shall be brought solely by the Union for impartial arbitration, within thirty (30) work days of receipt of the Step II decision or within thirty (30) work days of the expiration of the time limit for transmission of the Step II decision, by serving notice to the American Arbitration Association. A copy of such notice shall be sent to the Chancellor's designee by certified mail, return receipt requested. In addition, the University shall have the right to bring directly to arbitration any dispute between the parties concerning any matters defined herein as a "grievance." The University shall commence such arbitration by submitting a written request therefor to the American Arbitration Association. A copy of such notice shall be sent to the Union by certified mail, return receipt requested. An arbitration shall be conducted in accordance with the Consolidated Rules of the American Arbitration Association. The costs and fees of such arbitration shall be borne equally by the Union and the University. Consistent

with Article IX Section 20 of this Agreement, expenses of witnesses shall be the responsibility of the party calling such witnesses. The decision or award of the arbitrator shall be final and binding in accordance with applicable law and the arbitrator shall not add to, subtract from or modify any contract, rule, regulation, written policy or order mentioned in Section I of this Article.

Section 4.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, including the arbitration of a grievance involving a claimed improper holding of an open-competitive rather than a promotional examination, the employee or employees and the Union shall be required to file with the Vice Chancellor for Faculty and Staff Relations a written waiver of the right, if any, of the employee or employees and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 5.

A grievance filed pursuant to this Article may be resolved by settlement agreement only if agreed to in writing by The University Office of Faculty and Staff Relations and an authorized representative of the respective union.

Section 6.

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 III 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 7.

If the University exceeds any time limit prescribed at any step in the grievance procedure, and there is no agreement between the parties for a waiver of such time limit, the grievant and/or the Union may invoke the next step of the procedure, except that only the Union may invoke impartial arbitration under Step III.

Section 8.

The University shall notify the Union in writing of all grievances filed by employees, all grievance discussions, 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 discussions.

Section 9.

Each of the steps in the grievance procedure, as well as time limits prescribed at

each step of this grievance procedure, may be waived by mutual agreement of the parties.

Section 10.

The parties agree that Section 1(c) of the grievance procedure shall be available to any employee who claims to be aggrieved by an alleged assignment of any person in a classified title in the University's employ, whether within or without this bargaining unit, to duties consistent with the job specification for the title of the grievant but substantially different from the duties stated in the job specification for the title held by such person in University employ. Light duty assignments of permanent classified persons in University employ, within or without such designated unit, who have been certified by the appropriate procedures, shall be excluded from this provision. Such grievance may be taken directly to the third step of the grievance procedure upon the election of the respective Union.

ARTICLE XXVII - FINANCIAL EMERGENCY ACT

The provisions of this Agreement are subject to applicable provisions of law, including the New York State Financial Emergency Act for the City of New York as amended.

ARTICLE XXVIII - SAVINGS CLAUSE

In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

ARTICLE XXIX - APPROVAL AND PAYMENT OF AGREEMENT

This Custodial, Store-Stock and Security Employees Unit Agreement is subject to approval in accordance with applicable law.

In the event that any payment is not paid on the date due under this Agreement, such payment when made shall be paid retroactive to such due date.

ARTICLE XXX - RESOLUTIONS


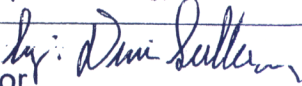
This Agreement shall constitute and be deemed a complete adjustment and settlement of all demands and items presented, and as to all of such demands and items there shall be no further collective bargaining for effectiveness during the period from July 1, 2000, to September 30, 2002 the termination dates of certain economic provisions contained herein notwithstanding.

Except as otherwise provided herein any further collective bargaining between the Union and the University during the term of this Agreement shall be limited to a matter within the scope of collective bargaining where (a) the matter was not specifically covered by the Agreement or raised as an issue during the negotiations out of which such Agreements arose, and (b) there shall have arisen a significant change in circumstances with respect to such matter, which could not reasonably have been anticipated by both parties at the time of the execution of such Agreement.

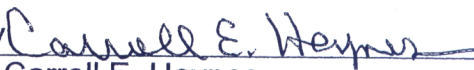
THE CITY UNIVERSITY OF NEW YORK

By 
Brenda Richardson Malone
Vice Chancellor

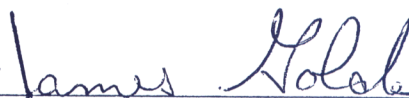
DISTRICT COUNCIL 37, AFL-CIO

By 
Lillian Roberts by: 
Executive Director

LOCAL 237,
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, AFL-CIO

By 
Carroll E. Haynes
President

LOCAL 300 - CIVIL SERVICE FORUM,
SERVICE EMPLOYEES INTERNATIONAL
UNION, AFL-CIO

By 
James Golden
President

APPENDICES

Appendix A

DEFINITION OF "WORK LOCATION"

The term "work location" as used in this memorandum shall mean the following (with change to be made by mutual consent of the parties to the memorandum):

All annexes and other subsidiary locations shall be considered part of the principal work location unless otherwise indicated.

BRONX

Bronx Community College
W. 181st Street & University Ave.

Herbert H. Lehman College
Bedford Park Blvd. West

Hostos Community College
475 Grand Concourse

BROOKLYN

Brooklyn College
Bedford Avenue & Avenue H

New York City College of Technology
300 Jay Street

Medgar Evers College
1150 Carroll Street
1650 Bedford Avenue

Kingsborough Community College
2001 Oriental Boulevard

MANHATTAN

City College
South and Science Campus
(130th St. - 138th St. between
Convent & St. Nicholas Terrace)
North Academic Center Campus
(135th St to 138th St. between
Convent & Amsterdam Ave).
North Campus (138 St. to 141 St.
between St. Nicholas Park &
Amsterdam Avenue)

John Jay College of Criminal Justice
899 Tenth Avenue

Borough of Manhattan Community
College
199 Chambers Street

Baruch College
17 Lexington Avenue

Hunter College
Main Campus (695 Park Avenue)
School of Social Work
(129 East 79th Street)
Brookdale Center
(425 East 25 St.)
Voorhees Campus
(450 West 42 St.)
Campus Schools
(94 St. & Park Ave.)

Graduate School & University Center
395 Fifth Avenue

Central Office
535 East 80 Street

QUEENS

Fiorello H. LaGuardia Community College 31-10 Thomson Avenue	Queensborough Community College 56th Avenue & Springfield Blvd.
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Queens College 65-30 Kissena Boulevard	York College 94-20 Guy R. Brewer Blvd.
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STATEN ISLAND

The College of Staten Island
2800 Victory Boulevard



OFFICE OF MUNICIPAL LABOR RELATIONS

110 CHURCH STREET, NEW YORK, N.Y. 10007

November 21, 1989

ROBERT W. LINN
Director

JAMES F. HANLEY
1st Deputy Director

Deborah E. Bell
Director of Research & Negotiations
District Council 37, AFSCME, AFL-CIO
125 Barclay Street
New York, New York 10007

FRANCES MILBERG
*Deputy Director and
General Counsel*

DONNA LYNNE
*Director, Employee
Benefits Program*

KAREN FLISEK
*Deputy Director, Research
and Administration*

Re: City Custodial Assistant

Dear Ms Bell:

This is to confirm our mutual understanding and agreement reached on July 17, 1989, regarding the creation of the proposed title **City Custodial Assistant** and the status of Simon v. Levitt, New York County, Index No. 4802/89.

1. District Council 37 and its affiliated locals (jointly the "Union") will not oppose the creation of the title **City Custodial Assistant** in the Labor Class and will so inform the State Civil Service Commission.
2. The Union shall enter into a Stipulation of Discontinuance with prejudice in the matter of Simon v. Levitt.
3. The salary for the title **City Custodial Assistant** shall be the same as that set forth in the collective bargaining agreements between the Union and the City of New York (the "City") [Blue Collar "B" Agreement] and the City University of New York ("CUNY") [Custodial, Stores-Stock and Security Employees Agreement ("CUNY Blue Collar Agreement")] for Custodial Assistant.
4. The effective date of said reclassification will be February 1, 1990.

5. **City Custodial Assistants** paid pursuant to the 1984-87 Blue Collar "B" Agreement, or any successor agreements thereto, shall be covered by the labor class disciplinary procedure set forth therein subject to the following provisions:

- a. Employees who have permanent competitive status in the title of Custodial Assistant and who choose to be reclassified to **City Custodial Assistant** shall immediately have full disciplinary rights.
- b. Employees who are reclassified to **City Custodial Assistant** and who have served provisionally as Custodial Assistants for two or more years as of February 1, 1990, shall immediately have full disciplinary rights.
- c. All other employees must complete the one year of service set forth in the Blue Collar "B" Agreement to be eligible for disciplinary rights.
- d. The period of an employee's suspension without pay pending hearing and determination of charges shall not exceed 30 days.

6. **City Custodial Assistants** paid pursuant to the 1980-82 CUNY Blue Collar Agreement, or any successor agreements thereto, shall be covered by the disciplinary procedure set forth therein for Custodial Assistants subject to the following provisions:

- a. Employees who have permanent competitive status in the title of Custodial Assistant and who choose to be reclassified to **City Custodial Assistant** shall immediately have full disciplinary rights.
- b. Employees who are reclassified to **City Custodial Assistant** and who have served provisionally as Custodial Assistants for two or more years as of February 1, 1990, shall immediately have full disciplinary rights.
- c. Employees who are reclassified to **City Custodial Assistant** and who have served provisionally as Custodial Assistants for less than two years or who are newly appointed to **City Custodial Assistant** on or after February 1, 1990, shall serve one year in the title of **City Custodial Assistant** prior to attaining disciplinary rights.

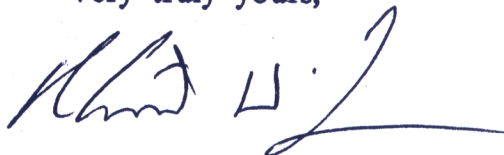
- d. The period of an employee's suspension without pay pending hearing and determination of charges shall not exceed 30 days.
- 7. **City Custodial Assistants** paid pursuant to the Blue Collar "B" Agreement shall be deemed covered by the Non-competitive layoff procedures set forth in the 1985-87 Citywide Agreement, or any successor agreement thereto.
- 8. CUNY will establish the following layoff and recall procedures for **City Custodial Assistants** paid pursuant to the CUNY Blue Collar Agreement:
 - a. Employees who have permanent competitive status in the title of Custodial Assistant and who choose to be reclassified to **City Custodial Assistant** shall have the same layoff rights based on service seniority as those provided in the title Custodial Assistant and consistent with definitions 1.2.24 and 1.2.25 of the CUNY Civil Service Commission Rules and Regulations.
 - b. All other employees shall obtain the layoff rights set forth in subsection 8(a) upon the third anniversary of their appointment at CUNY to the title **City Custodial Assistant**. Seniority shall be calculated from the date of first permanent appointment as defined in 1.2.24 of the CUNY Civil Service Commission Rules and Regulations. Layoff order of employees with fewer than three years of active service in title shall be in inverse order of the original appointment date. Provisional Custodial Assistants who are appointed to the title **City Custodial Assistant** with disciplinary rights on February 1, 1990, shall be credited with one year of seniority towards the three years active service required to obtain layoff rights.
 - c. Employees who have obtained layoff rights shall be laid off under the provisions for Non-competitive Employees in the CUNY Blue Collar Agreement or the CUNY Civil Service Commission Rules and Regulations, as applicable, and shall be placed on a preferred list in accordance with said provisions.
 - d. Any additional layoff rights and privileges provided in Section 85.7 of the New York State Civil Service Law as a result of special status as a veteran, spouse

of a disabled veteran, or as a blind employee shall be calculated and provided for.

9. A qualifying examination may be given to applicants or candidates for the title of **City Custodial Assistant**.
10. Employees serving in the title Custodial Assistant or **City Custodial Assistant** shall be eligible to take promotion examinations for the title Custodial Supervisor. Employees who were permanent in the title Custodial Assistant or who have served satisfactorily for at least one year in the title **City Custodial Assistant** shall be eligible to be promoted from the list for Custodial Supervisor.
11. Employees of CUNY who have obtained disciplinary rights pursuant to Section 8 shall be eligible for a leave of absence for the purpose of serving provisionally or on probation in a title in the Custodial Supervisory Group. Provisional employees who have disciplinary rights at the time of initial appointment to the title **City Custodial Assistant** shall be eligible for a leave immediately.

If the above accords with your understanding, please sign in the space provided below.

Very truly yours,



ROBERT W. LINN

AGREED ON BEHALF OF
DISTRICT COUNCIL 37

AGREED ON BEHALF OF THE
CITY UNIVERSITY OF NEW YORK

BY: Deborah E. Bell
DEBORAH E. BELL

BY: Ira Bloom
IRA BLOOM
Vice Chancellor

American Federation of State, County & Municipal Employees, AFL-CIO

125 BARCLAY STREET • NEW YORK, N.Y. 10007-2179

Telephone: (212) 815-1470

Fax : (212) 815-1402

district council**37****VICTOR M. GUADALUPE**

President

July 10, 1997

STANLEY W. HILL

Executive Director

HELEN GREENE

Secretary

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Robert H. Taylor

Gary Tenenbaum

James Tucciarelli

Gloria B. Whittle

Vice Chancellor Brenda Malone
Office of the Vice Chancellor
535 East 80th Street
New York, N.Y. 10021

Dear Vice Chancellor Malone:

The Union will not oppose the City University's proposal to amend the current title "City Custodial Assistant" to "CUNY Custodial Assistant" and move it from the labor class to the noncompetitive class in order to allow incumbents to take promotional examinations for Custodial Supervisor.

It is the Union's understanding that this change will not reduce the rights of "City Custodial Assistants" and their current rights will carry over to the new "CUNY Custodial Assistant" title. The layoff procedure and disciplinary rights currently incorporated in Appendix B of the 1990-1995 Blue Collar Contract will apply to the new "CUNY Custodial Assistant" title.

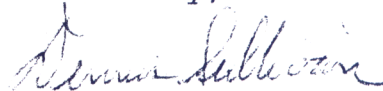
Associate Director

Martin D. Lubin

Retirees Assn.

Alma C. Osborne

Sincerely,



Dennis Sullivan

cc: Stanley Hill
Martin Lubin
Jose Sierra
Lola McBryde
Ken Borden
David Paskin

(ltrnonco)

DEPARTMENT OF RESEARCH AND NEGOTIATIONS**Dennis Sullivan, Director**



Office of the Vice Chancellor for Faculty and Staff Relations

535 East 80 Street, New York, N. Y. 10021
(212) 794-5518

October 9, 2001

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

Dear Mr. Sullivan:

I write to confirm the understanding of the parties set forth below pertaining to the interpretation of Article VIII, Section 3, as read in conjunction with Article VIII, Section 16 of both the White Collar and Blue Collar Agreements for the period 2000 - 2002. The language is as follows:

In the event that authorized voluntary overtime results in an employee, who is covered by the provisions of the Federal Fair Labor Standards Act (FLSA) actually working in excess of forty (40) hours in a payroll week, such hours worked in excess of forty hours shall be compensated in time off at the rate of time and one-half (1-1/2 x) provided that the employee does not thereby accrue more than 240 hours of FLSA compensatory time. Any hours of authorized voluntary overtime that would be in excess of 240 hours shall be paid in cash at the rate of time and one-half (1-1/2 x).

If this accords with your understanding, please execute the signature line below. Should you have any questions, please feel free to contact my office.

Sincerely,

Carmelo Batista, Jr.
Acting University Director of Classified Staff Labor Relations

DC 37 Date 10/14/01

SEIU Local 300 Date 10-24-01

IBT Local 237 Date 10/24/2001

IATSE Local 306 Date 10/29/01

CB:ml
otcap

c: Mr. Nicholas Mancuso, IBT Local 237
Mr. James Golden, SEIU Local 300
Mr. Joel Deitch, IATSE Local 306

The City University of New York Date 10-30-01

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