



**2000-2002 Agreement covering
Clerical, Administrative and Professional Employees of the
Classified Service of
The City University of New York
WHITE COLLAR CONTRACT**

TABLE OF CONTENTS

ARTICLE I - UNION RECOGNITION, UNIT DESIGNATION AND DEFINITIONS.....	2
ARTICLE II - UNION RIGHTS AND UNION SECURITY	5
ARTICLE III - SALARIES.....	8
ARTICLE IV - WELFARE FUNDS	37
ARTICLE V - PRODUCTIVITY, PERFORMANCE, TRAINING AND EDUCATIONAL OPPORTUNITIES	41
ARTICLE VI - WORK WEEK	44
ARTICLE VII - HOLIDAYS, HOLIDAY PREMIUM AND SHIFT DIFFERENTIAL	45
ARTICLE VIII - OVERTIME.....	48
ARTICLE IX - TIME AND LEAVE	52
ARTICLE X - TIME AND LEAVE VARIATIONS	66
ARTICLE XI - HEALTH INSURANCE.....	69
ARTICLE XII - CAR ALLOWANCE	70
ARTICLE XIII - PERSONNEL AND PAY PRACTICES	71
ARTICLE XIV - EVALUATIONS AND PERSONNEL FOLDERS	75
ARTICLE XV - CIVIL SERVICE - CAREER DEVELOPMENT.....	76
ARTICLE XVI - OCCUPATIONAL SAFETY AND HEALTH.....	77
ARTICLE XVII - JOB SECURITY.....	78
ARTICLE XVIII - VOLUNTARY INTERCOLLEGE TRANSFERS	82
ARTICLE XIX - LABOR-MANAGEMENT COMMITTEE.....	87
ARTICLE XX - SPECIAL PROVISIONS APPLICABLE TO "GITTLESON" TITLES	88

ARTICLE XXI - SPECIAL PROVISIONS APPLICABLE TO COLLEGE ASSISTANTS, SIGN LANGUAGE INTERPRETERS AND HOURLY DISABILITY ACCOMMODATION SPECIALISTS90

ARTICLE XXII - SPECIAL PROVISIONS APPLICABLE TO COLLEGE ACCOUNTING TITLES94

ARTICLE XXIII - SPECIAL PROVISIONS APPLICABLE TO UNIVERSITY ARCHITECT AND UNIVERSITY ENGINEERING TITLES.....95

ARTICLE XXIV - SPECIAL PROVISIONS APPLICABLE TO ELECTRONIC DATA PROCESSING TITLES96

ARTICLE XXV - NONDISCRIMINATION97

ARTICLE XXVI - MANAGEMENT RIGHTS98

ARTICLE XXVII - NO STRIKE PLEDGE.....99

ARTICLE XXVIII - LEGISLATIVE ACTION.....100

ARTICLE XXIX - DISCIPLINARY PROCEDURE.....101

ARTICLE XXX - GRIEVANCE PROCEDURE.....107

ARTICLE XXXI - FINANCIAL EMERGENCY ACT111

ARTICLE XXXII - SAVINGS CLAUSE112

ARTICLE XXXIII - APPROVAL AND PAYMENT OF AGREEMENT113

ARTICLE XXXIV - RESOLUTIONS.....114

AGREEMENT entered into this day of xx day of xxxxxx, 2006 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 375, 384, 1407, 2054, and 2627), Service Employees International Union, Local 300, AFL-CIO, Local 306, Motion Picture Projectionists, Video Technicians, Theatrical Employees and Allied Crafts, International Alliance of Theatrical Stage Employees, and The New York State Nurses Association, 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 SEIU, Local 300 or IATSE, Local 306, the period shall be from April 1, 2000 to June 30, 2002, and for the New York State Nurses Association, the period shall be from October 1, 2000 to December 31, 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 Clerical, Administrative and Professional 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>RESPECTIVE TITLE</u>	<u>UNION</u>
04770	TECHNICAL SUPPORT AIDE (CUNY)	DC 37, LOCAL 384
04771	COMPUTER ASSOCIATE/TECHNICAL SUPPORT(CUNY)	DC 37, LOCAL 384
04802	CUNY OFFICE ASSISTANT	DC 37, LOCAL 384
04803	CUNY SECRETARIAL ASSISTANT	DC 37, LOCAL 384
04804	CUNY ADMINISTRATIVE ASSISTANT	DC 37, LOCAL 384
04805	COLLEGE PRINT SHOP ASSISTANT	DC 37, LOCAL 384
04806	COLLEGE PRINT SHOP ASSOCIATE	DC 37, LOCAL 384
04807	COLLEGE PRINT SHOP COORDINATOR	DC 37, LOCAL 384
04809	COLLEGE COMPUTER/PHOTO TYPESETTER	DC 37, LOCAL 384
04810	MULTI-COLOR PRESS/CAMERA OPERATOR	DC 37, LOCAL 384
04921	MAIL/MESSAGE SERVICES WORKER	DC 37, LOCAL 384
10109	OFFICE AIDE	DC 37, LOCAL 384
10112	OFFICE ASSOCIATE	DC 37, LOCAL 384
04808	COLLEGE GRAPHICS DESIGNER	DC 37, LOCAL 375
04815	COLLEGE INTERIOR DESIGNER	DC 37, LOCAL 375
04819	PROJECT MANAGER	DC 37, LOCAL 375
04820	UNIVERSITY ARCHITECTURAL INTERN	DC 37, LOCAL 375
04821	UNIVERSITY ASSISTANT ARCHITECT	DC 37, LOCAL 375
04822	UNIVERSITY ARCHITECT	DC 37, LOCAL 375
04823	UNIVERSITY ASSISTANT ENGINEER	DC 37, LOCAL 375
04826	UNIVERSITY ENGINEERING TECHNICIAN TRAINEE	DC 37, LOCAL 375
04827	UNIVERSITY ENGINEERING TECHNICIAN	DC 37, LOCAL 375
04828	UNIVERSITY ENGINEERING INTERN	DC 37, LOCAL 375
04829	UNIVERSITY ENGINEER	DC 37, LOCAL 375
04830	ASSISTANT CHIEF ENGINEER	DC 37, LOCAL 375
04831	ASSISTANT CHIEF ARCHITECT	DC 37, LOCAL 375
04991	RADIO AND TV OPERATOR	DC 37, LOCAL 375
34215	SUPERINTENDENT OF CONSTRUCTION	DC 37, LOCAL 375
34217	CONSTRUCTION MANAGER	DC 37, LOCAL 375
04772	COMPUTER AIDE (CUNY)	DC 37, LOCAL 2627
04773	COMPUTER ASSOCIATE/OPERATIONS (CUNY)	DC 37, LOCAL 2627
04774	COMPUTER PROGRAMMER ANALYST TRAINEE (CUNY)	DC 37, LOCAL 2627
04775	COMPUTER PROGRAMMER ANALYST (CUNY)	DC 37, LOCAL 2627
04776	COMPUTER ASSOCIATE/SOFTWARE (CUNY)	DC 37, LOCAL 2627
04777	COMPUTER SPECIALIST/SOFTWARE (CUNY)	DC 37, LOCAL 2627
04786	INFORMATION SYSTEMS AIDE (CUNY)	DC 37, LOCAL 2627

04787	INFORMATION SYSTEMS ASSISTANT (CUNY)	DC 37, LOCAL 2627
04788	INFORMATION SYSTEMS ASSOCIATE (CUNY)	DC 37, LOCAL 2627
04789	INFORMATION SYSTEMS SPECIALIST (CUNY)	DC 37, LOCAL 2627
04832	DISABILITY ACCOMMODATIONS SPECIALIST	DC 37, LOCAL 2054
04840	SIGN LANGUAGE INTERPRETER	DC 37, LOCAL 2054
10102	COLLEGE ASSISTANT	DC 37, LOCAL 2054
04800	COLLEGE ACCOUNTING ASSISTANT	DC 37, LOCAL 1407
04801	COLLEGE ACCOUNTANT	DC 37, LOCAL 1407
90621	ASSISTANT MEDIA SERVICES TECHNICIAN	IATSE, LOCAL 306
90622	MEDIA SERVICES TECHNICIAN	IATSE, LOCAL 306
04851	NURSE PRACTITIONER	NYSNA
50910	STAFF NURSE	NYSNA
12120	ASSISTANT PURCHASING AGENT	SEIU, LOCAL 300
12121	PURCHASING AGENT	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 each 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

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 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.

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 April 3, 1981. 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 and/or the Colleges 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.

(b) The University will furnish annually to the New York State Nurses Association seniority lists by college and will correct such lists from time to time as may be necessary. Such lists shall reflect each employee's date of original appointment and length of service in the employee's current title. The list will conclusively establish an employee's seniority in the College, unless the employee protests it, in writing, within thirty (30) days from the time it is furnished or, if the employee is on a leave of absence or vacation or otherwise unable to so protest it within such time, within thirty (30) days after the employee returns from such leave or vacation or such disability is removed.

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 College and/or 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 and/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 35 hours (37.5 hours for Staff Nurses employed on other than annual salary basis). 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 1/1827 of the appropriate minimum basic salary
(1/1957.5 for Staff Nurse)

(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 Service Employees International Union, Local 300 and by International Association of Theatrical and Stage Employees, Local 306, 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%.

Effective October 1, 2000, employees in titles listed in Article I, Section 1, represented by the New York State Nurses Association shall receive a general increase of 4.0%.

- (ii) Effective April 1, 2001, employees in titles listed in Article I, Section 1, represented by Service Employees International Union, Local 300, and by International Association of Theatrical and Stage Employees, Local 306, 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%.

Effective October 1, 2001, employees in titles listed in Article I, Section 1, represented by the New York State Nurses Association shall receive a general increase of 4.0%.

- (iii) Effective June 30, 2002, employees in titles listed in Article I, Section 1, represented by Service Employees International Union, Local 300, and by International Association of Theatrical and Stage Employees, Local 306, 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 15.

Effective September 30, 2002, employees in titles listed in Article I, Section 1, represented by District Council 37, Local 375, 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 15.

Effective September 30, 2002, employees in the titles listed in Article I, Section 1, represented by District Council 37, Local 384, shall receive a general increase of 0.7146% agreed to by the parties for the payment of the 1% Additional Compensation Fund as set forth in Section 13.

- (iv) Part-time per annum, per session, hourly paid and per diem employees (including seasonal appointees) and employees whose normal work year

is 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 to College Assistants, Sign Language Interpreters, Disability Accommodations Specialists (hourly) and Information Systems part-time titles at the expiration of the 1996 - 2000 White Collar unit agreement shall be the basis for increases in this agreement, and 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) The ACF general increase will not be applicable to employees represented by District Council 37, Locals 375, 1407, 2054, and 2627 and the New York State Nurses Association.

(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) 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; but shall exclude, however, the Staff Nurse's experience/longevity pay steps..

(e) The general increases provided in Section 3(a) may be subject to revision or modification in the successor White 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>Titles With Increases Starting 4/1/00</u>	Effective 4/1/00 Minimum Maximum	Effective 4/1/01 Minimum Maximum	Effective 6/30/02 Minimum Maximum
<u>PURCHASING AGENT GROUP</u>			
Assistant Purchasing Agent	29,894 38,433	31,090 39,970	31,377 40,340
Purchasing Agent	34,195 60,259	35,563 62,669	35,892 63,248
Level I	34,195 45,047	35,563 46,849	35,892 47,282
Level II	39,779 52,235	41,370 54,324	41,753 54,826

	Level III	45,815 60,259	47,648 62,669	48,089 63,248
<u>MEDIA SERVICE GROUP</u>		<u>4/1/00</u>	<u>4/1/01</u>	<u>6/30/02</u>
	Assistant Media Services Technician	20,914 24,373	21,751 25,348	21,952 25,582
	Media Services Technician	31,548 45,958	32,810 47,796	33,113 48,238
	Level I	31,548 35,837	32,810 37,270	33,113 37,615
	Level II	37,365 42,051	38,860 43,733	39,219 47,137
	Level III	40,106 45,958	41,710 47,796	42,096 48,238
<u>Titles With Increases Starting 7/1/00</u>		Effective 7/1/00	Effective 7/1/01	Effective 9/30/02
<u>ACCOUNTING GROUP</u>		Minimum Maximum	Minimum Maximum	Minimum Maximum
	College Accounting Assistant	29,642 37,136	30,828 38,621	30,828 38,621
	Level I	29,642 37,136	30,828 38,621	30,828 38,621
	Level IA	33,410 37,136	34,746 38,621	34,746 38,621
	College Accountant	33,480 68,851	34,819 71,605	34,819 71,605
	Level I	33,480 43,727	34,819 45,476	34,819 45,476
	Level Ia	36,928 47,181	38,405 49,068	38,405 49,068
	Level II	41,278 51,592	42,929 53,656	42,929 53,656
	Level III	44,724 56,768	46,513 59,039	46,513 59,039
	Level IV	48,311 68,851	50,243 71,605	50,243 71,605
<u>CLERICAL GROUP</u>		<u>7/1/00</u>	<u>7/1/01</u>	<u>9/30/02</u>
	Office Aide	21,726 31,364	22,595 32,619	22,756 32,852

	Level I	21,726 26,318	22,595 27,371	22,756 27,567
	Level II	22,458 30,611	23,356 31,835	23,523 32,062
	Level III	24,207 31,364	25,175 32,619	25,355 32,852
	Office Associate	26,820 35,392	27,893 36,808	28,092 37,071
	Technical Support Aide (CUNY)	22,458 40,258	23,356 41,866	23,523 42,167
	Level IA	22,458 27,662	23,356 28,768	23,523 28,974
	Level IB	24,207 31,364	25,175 32,619	25,355 32,852
	Level II	26,820 37,780	27,893 39,291	28,092 39,592
	Level III	29,491 40,258	30,671 41,868	30,890 42,167
	Computer Associate/Technical Support (CUNY)	37,575 71,847	39,078 74,721	39,357 75,255
	Level I	37,575 47,582	39,078 49,485	39,357 49,839
	Level II	45,078 57,586	46,881 59,889	47,216 60,317
	Level III	53,795 71,847	55,947 74,721	56,347 75,255
	Mail/Message Service Worker	21,726 36,635	22,595 38,100	22,756 38,372
	Level I	21,726 30,613	22,595 31,838	22,756 32,066
	Level II	28,954 36,635	30,112 38,100	30,327 38,372
	<u>COLLEGE ASSISTANT GROUP</u>	<u>7/1/00</u>	<u>7/1/01</u>	<u>9/30/02</u>
	College Assistant	8.81 17.12	9.16 17.80	9.16 17.80

Sign Language Interpreter	18.81 31.38	19.56 34.61	19.56 34.61
Level I	18.81 21.93	19.56 28.17	19.56 28.17
Level II	21.94 25.08	26.01 34.61	26.01 34.61
Level III ¹	25.10 28.24	N/A N/A	N/A N/A
Level IV ¹	28.25 31.38	N/A N/A	N/A N/A
Disability Accommodations Specialist	29,544 62,498	30,726 64,998	30,726 64,998
Level I	29,544 51,135	30,726 53,180	30,726 53,180
Level II	40,907 62,498	42,543 64,998	42,543 64,998
Disability Accommodations Specialist (H)	16.18 22.38	16.83 23.28	16.83 23.28
Level I (H)	16.18 16.18	16.83 16.83	16.83 16.83
Level II (H)	22.38 22.38	23.28 23.28	23.28 23.28
<u>EDP GROUP</u>	<u>7/1/00</u>	<u>7/1/01</u>	<u>9/30/02</u>
Computer Aide (CUNY)	30,207 42,227	31,415 43,916	31,415 43,916
Level I	30,207 34,008	31,415 35,368	31,415 35,368
Level II	32,723 42,227	34,032 43,916	34,032 43,916
Computer Associate/Operations (CUNY)	37,757 71,847	39,267 74,721	39,267 74,721
Level I	37,757 47,841	39,267 49,755	39,267 49,755

¹ The title Sign Language Interpreter was consolidated into two levels, Level I and Level II, effective December 15, 2000.

	Level II	45,302 58,694	47,114 61,042	47,114 61,042
	Level III	54,060 71,847	56,222 74,721	56,222 74,721
Computer Associate/Software (CUNY)		49,077 71,847	51,040 74,721	51,040 74,721
	Level I	49,077 59,161	51,040 61,527	51,040 61,527
	Level II	52,844 63,960	54,958 66,518	54,958 66,518
	Level III	56,440 71,847	58,698 74,721	58,698 74,721
Computer Programmer Analyst Trainee (CUNY)		30,232 30,235	31,441 31,444	31,441 31,444
Computer Programmer Analyst (CUNY)		37,757 53,662	39,267 55,808	39,267 55,808
	Level I	37,757 45,328	39,267 47,141	39,267 47,141
	Level II	44,045 53,662	45,807 55,808	45,807 55,808
Computer Specialist /Software (CUNY)		60,394 76,652	62,810 79,718	62,810 79,718
	Level I	60,394 65,453	62,810 68,071	62,810 68,071
	Level II	62,913 70,486	65,430 73,305	65,430 73,305
	Level III	67,942 76,652	70,660 79,718	70,660 79,718
Information Systems Aide		29,235 39,717	30,404 41,306	30,404 41,306
Information Systems Aide (H)		16.00 16.00	16.64 16.64	16.64 16.64
Information Systems Assistant		36,958 61,781	38,436 64,252	38,436 64,252
	Level I	36,958 44,129	38,436 45,894	38,436 45,894

	Level II	41,922 50,749	43,599 52,779	43,599 52,779
	Level III	48,542 61,781	50,484 64,252	50,484 64,252
Information Systems Assistant (H)		20.23 26.57	21.04 27.63	21.04 27.63
	Level I (H)	20.23 20.23	21.04 21.04	21.04 21.04
	Level II (H)	22.94 22.94	23.86 23.86	23.86 23.86
	Level III (H)	26.57 26.57	27.63 27.63	27.63 27.63
Information Systems Associate		47,991 72,814	49,911 75,727	49,911 75,727
	Level I	47,991 55,162	49,911 57,368	49,911 57,368
	Level II	52,955 61,781	55,073 64,252	55,073 64,252
	Level III	59,574 72,814	61,957 75,727	61,957 75,727
Information Systems Associate (H)		26.27 32.60	27.32 33.90	27.32 33.90
	Level I (H)	26.27 26.27	27.32 27.32	27.32 27.32
	Level II (H)	28.98 28.98	30.14 30.14	30.14 30.14
	Level III (H)	32.60 32.60	33.90 33.90	33.90 33.90
Information Systems Specialist		60,678 92,671	63,105 96,378	63,105 96,378
	Level I	60,678 70,607	63,105 73,431	63,105 73,431
	Level II	66,194 77,226	68,842 80,315	68,842 80,315
	Level III	72,814	75,727	75,727

	92,671	96,378	96,378
Information Systems Specialist (H)	33.22 39.85	34.55 41.44	34.55 41.44
Level I (H)	33.22 33.22	34.55 34.55	34.55 34.55
Level II (H)	36.22 36.22	37.67 37.67	37.67 37.67
Level III (H)	39.85 39.85	41.44 41.44	41.44 41.44
<u>ENGINEERING/ARCHITECTURAL GROUP</u>	<u>7/1/00</u>	<u>7/1/01</u>	<u>9/30/02</u>
Assistant Chief Architect	70,744 81,099	73,574 84,343	74,254 85,123
Assistant Chief Engineer	70,744 81,099	73,574 84,343	74,254 85,123
College Interior Designer	34,129 71,063	35,494 73,906	35,822 74,589
Level I	34,129 39,540	35,494 41,122	35,822 41,502
Level II	37,889 54,386	39,405 56,561	39,769 57,084
Level III	44,978 71,063	46,777 73,906	47,210 74,589
Construction Manager	55,763 74,057	57,994 77,019	58,530 77,731
Project Manager	48,097 81,816	50,021 85,089	50,483 85,876
Level I	48,097 64,770	50,021 67,361	50,483 67,984
Level II	59,460 76,133	61,838 79,178	62,410 79,910
Level III	70,744 81,816	73,574 85,089	74,254 85,876
Superintendent of Construction	49,475 62,311	51,454 64,803	51,930 65,402
University Assistant Architect	41,678	43,345	43,746

		62,311	64,803	65,402
	Level I	41,678 54,386	43,345 56,561	43,746 57,084
	Level II	49,475 62,311	51,454 64,803	51,930 65,402
University Architect		49,475 77,574	51,454 80,677	51,930 81,423
	Level I	49,475 62,311	51,454 64,803	51,930 65,402
	Level II	58,820 71,064	61,173 73,907	61,739 74,590
	Level III	65,800 77,574	68,432 80,677	69,065 81,423
University Assistant Engineer		41,678 62,311	43,345 64,803	43,746 65,402
	Level I	41,678 54,386	43,345 56,561	43,746 57,084
	Level II	49,475 62,311	51,454 64,803	51,930 65,402
University Engineer		49,475 77,574	51,454 80,677	51,930 81,423
	Level I	49,475 62,311	51,454 64,803	51,930 65,402
	Level II	58,820 71,064	61,173 73,907	61,739 74,590
	Level III	65,800 77,574	68,432 80,677	69,065 81,423
University Architectural Intern		37,542 39,538	39,044 41,120	39,405 41,500
University Engineering Intern		37,542 39,538	39,044 41,120	39,405 41,500
University Engineering Technician Trainee		24,903 26,146	25,899 27,192	26,138 27,443
University Engineering Technician		27,659 37,153	28,765 38,639	29,031 38,996

	Level I	27,659 31,304	28,765 32,556	29,031 32,857
	Level II	29,981 37,153	31,180 38,639	31,468 38,996
Radio and Television Operator		25,189 44,165	26,197 45,932	26,439 46,357
	Level I	25,189 32,182	26,197 33,469	26,439 33,778
	Level II	30,712 40,213	31,940 41,822	32,235 42,209
	Level III	34,353 44,165	35,727 45,932	36,057 46,357
<u>GITTLESON GROUP</u>		<u>7/1/00</u>	<u>7/1/01</u>	<u>9/30/02</u>
CUNY Office Assistant		23,810 36,499	24,762 37,959	24,939 38,230
	Level 1	23,810 24,613	24,762 25,598	24,939 25,781
	Level 2	25,019 31,898	26,020 33,174	26,206 33,411
	Level 3	26,055 31,898	27,097 33,174	27,291 33,411
	Level 3A	27,717 36,499	28,826 37,959	29,032 38,230
	Level 4	28,298 36,499	29,430 37,959	29,640 38,230
CUNY Secretarial Assistant		23,810 36,499	24,762 37,959	24,939 38,230
	Level 1	23,810 24,613	24,762 25,598	24,939 25,781
	Level 2	25,019 31,898	26,020 33,174	26,206 33,411
	Level 3	26,055 31,898	27,097 33,174	27,291 33,411
	Level 3A	27,717 36,499	28,826 37,959	29,032 38,230
	Level 4	28,298	29,430	29,640

		36,499	37,959	38,230
CUNY Administrative Assistant		32,438 49,348	33,736 51,322	33,977 51,689
	Level 1A	32,438 43,807	33,736 45,559	33,977 45,885
	Level 1B	33,473 43,807	34,812 45,559	35,061 45,885
	Level 1C	34,699 43,807	36,087 45,559	36,345 45,885
	Level 2	38,822 49,348	40,375 51,322	40,664 51,689

Gittleson Service Pay Plan

	<u>Minimum Rate Effective 7/1/00</u>	<u>Minimum Rate Effective 7/1/01</u>	<u>Minimum Rate Effective 9/30/02</u>	<u>Time In Level</u>	<u>Time In Service</u>
<u>04802 CUNY Office Assistant and 04803 CUNY Secretarial Assistant</u>					
Level I	23,810	24,762	24,939	1 year	
Level II	25,019	26,020	26,206	up to 4 yrs	1 up to 5 yrs
Level III	26,055 26,744 27,435 28,298 29,333	27,097 27,814 28,532 29,430 30,506	27,291 28,013 28,736 29,640 30,724		under 10 yrs 10 years 15 years 20 years 25 years
Level IIIa*	27,717 28,255 28,772 29,333 29,333	28,826 29,385 29,923 30,506 30,506	29,032 29,595 30,137 30,724 30,724		under 10 yrs 10 years 15 years 20 years 25 years
Level IV	28,298 28,987 29,681 30,541 31,404	29,430 30,146 30,868 31,763 32,660	29,640 30,361 31,089 31,990 32,893		under 10 yrs 10 years 15 years 20 years 25 years

04804 CUNY Administrative Assistant

Level IA	32,438	33,736	33,977	1 year	
Level IB	33,473	34,812	35,061	13 months	
Level IC	34,699 35,391	36,087 36,807	36,345 37,070		under 10 yrs 10 years

	36,081	37,524	37,792	15 years
	37,094	38,578	38,854	20 years
	38,106	39,630	39,913	25 years
	<u>Minimum</u>	<u>Minimum</u>	<u>Minimum</u>	
	<u>Maximum</u>	<u>Maximum</u>	<u>Maximum</u>	
Level II	38,822	40,375	40,664	
	49,348	51,322	51,689	

* Level IIIa is solely for incumbent employees who had converted from a Gittleson B title. There will be no prospective appointments to the Level IIIa title.

Employees in the titles and levels indicated shall be paid a salary no lower than that indicated in the schedule above on the first day of the quarter following the completion of ten, fifteen, twenty or twenty-five years of total service in a "Gittleson" title. Periods of leaves of absence without pay shall not be credited toward time needed to qualify for such increases. Service in New York City Clerical titles that were reclassified to "Gittleson" titles in Community Colleges prior to 1966 shall be credited as Gittleson service.

SALARY RANGES

		Effective 7/1/00 Minimum Maximum	Effective 7/1/01 Minimum Maximum	Effective 9/30/02 Minimum Maximum
<u>PRINT SHOP GROUP</u>				
College Computer/Photo Typesetter		32,439 60,932	33,737 63,369	33,978 63,822
	Level I	32,439 37,810	33,737 39,322	33,978 39,603
	Level II	42,464 60,932	44,163 63,369	44,479 63,822
College Graphics Designer		36,925 60,932	38,402 63,369	38,757 63,955
	Level I	36,925 49,849	38,402 51,843	38,757 52,322
	Level II	42,464 60,932	44,163 63,369	44,571 63,955
College Print Shop Assistant		22,155 36,928	23,041 38,402	23,206 38,679
	Level I	22,155 33,235	23,041 34,564	23,206 34,811
	Level II	25,846 36,928	26,880 38,405	27,072 38,679

College Print Shop Associate	26,918 59,081	27,995 61,444	28,195 61,883
Level I	26,918 51,696	27,995 53,764	28,195 54,148
Level II	33,822 59,081	35,175 61,444	35,426 61,883
College Print Shop Coordinator	42,464 72,006	44,163 74,886	44,479 75,421
Multi-Color Press/Camera Operator	32,785 50,042	34,096 52,044	34,340 52,416

Title With Increases Starting 10/1/00

	Effective 10/1/00 Minimum Maximum	Effective 10/1/01 Minimum Maximum	Effective 12/31/02 Minimum Maximum
<u>NURSE GROUP</u>			
Staff Nurse ^{** ***}	45,389 61,962	47,205 64,440	47,205 64,440
Staff Nurse (H)	23.22 26.64	24.15 27.71	24.15 27.71
Nurse Practitioner	54,080 83,200	56,243 86,528	56,243 86,528
Level I	54,080 70,720	56,243 73,549	56,243 73,549
Level II	67,600 83,200	70,304 86,528	70,304 86,528

Staff Nurse Pay Plan

Effective October 1, 2000, experience/longevity pay shall be paid on the employee's anniversary date after one (1) through fifteen (15) years of experience.

Staff Nurse Total Salary (includes Experience/Longevity)

<u>STEP</u>	<u>10/1/00</u>	<u>10/1/01</u>
Entry	45,389	47,205
1	46,494	48,354
2	47,599	49,503
3	48,703	50,651

**** A Staff Nurse holding a permit to practice nursing will be paid \$60 annually below the rate paid to a Staff Nurse pending receipt of a New York State license to practice as a registered professional nurse.
*** See, Article III, Section 11 (Nurse's Health Specialty Differential).**

4	49,808	51,801
5	50,913	52,950
6	52,019	54,100
7	53,124	55,249
8	54,284	56,455
9	55,333	57,546
10	56,438	58,696
11	57,543	59,945
12	58,648	60,994
13	59,753	62,143
14	60,859	63,293
15	61,962	64,440

(b) Advancement and Assignment Level 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 INCREASE

<u>Title and Level</u>	<u>Effective 7/1/00</u>	<u>Effective 7/1/01</u>
Assistant Chief Architect	1,873	1,948
Assistant Chief Engineer	1,873	1,948
College Accountant		
Level I	1,148	1,194
Level IA	None	None
Level II	1,148	1,194
Level III	1,220	1,269
Level IV	1,297	1,349
College Accounting Assistant		
Level I	None	None
Level IA	None	None
College Assistant	None	None
College Computer/Photo Typesetter		
Level I	1,002	1,042
Level II	1,066	1,109

College Graphics Designer	Level I	1,002	1,042
	Level II	1,066	1,109
College Interior Designer	Level I	1,002	1,042
	Level II	1,066	1,109
	Level III	1,190	1,238
College Print Shop Assistant	Level I	None	None
	Level II	690	718
College Print Shop Associate	Level I	878	913
	Level II	1,002	1,042
College Print Shop Coordinator		1,066	1,109
Computer Aide (CUNY)	Level I	706	734
	Level II	883	918
Computer Associate/ Operations (CUNY)	Level I	1,013	1,054
	Level II	1,190	1,238
	Level III	1,369	1,424
Computer Associate/Software (CUNY)	Level I	1,409	1,465
	Level II	1,499	1,559
	Level III	1,585	1,648
Computer Associate/Technical Support (CUNY)	Level I	971	1,010
	Level II	1,190	1,238
	Level III	1,369	1,424
Computer Programmer Analyst Trainee (CUNY)		None	None
Computer Programmer Analyst (CUNY)	Level I	1,058	1,100
	Level II	1,279	1,330
Computer Specialist/Software (CUNY)	Level I	1,585	1,648
	Level II	1,676	1,743
	Level III	1,764	1,835
Construction Manager		1,676	1,743

CUNY Administrative Assistant			
	Level 1A	1,016	1,057
	Level 1B	None	None
	Level 1C	None	None
	Level 2	1,147	1,193
CUNY Office Assistant			
	Level 1	None	None
	Level 2	None	None
	Level 3	None	None
	Level 3A	None	None
	Level 4	794	826
CUNY Secretarial Assistant			
	Level 1	None	None
	Level 2	None	None
	Level 3	None	None
	Level 3A	None	None
	Level 4	794	826
Disability Accommodations Specialist		None	None
Information Systems Aide (CUNY)		None	None
Information Systems Assistant (CUNY)*			
	Level I	5,516	5,737
	Level II	2,758	2,868
	Level III	2,758	2,868
Information Systems Associate (CUNY)			
	Level I	5,516	5,737
	Level II	2,758	2,868
	Level III	2,758	2,868
Information Systems Specialist (CUNY)			
	Level I	5,516	5,737
	Level II	2,758	2,868
	Level III	2,758	2,868
Mail/Message Service Worker			
	Level I	None	None
	Level II	883	918
Multi-Color Press/Camera Operator		940	978
Office Aide			
	Level I	None	None
	Level II	706	734
	Level III	706	734
Office Associate		883	918
Project Manager		None	None

Radio and Television Operator		None	None
Sign Language Interpreter		None	None
Superintendent of Construction		1,409	1,465
Technical Support Aide (CUNY)			
	Level IA	None	None
	Level IB	706	734
	Level II	706	734
	Level III	883	918
Telecommunications Associate		None	None
Telecommunications Specialist		None	None
University Architect			
	Level I	1,409	1,465
	Level II	1,676	1,743
	Level III	1,764	1,835
University Architectural Intern		None	None
University Assistant Architect			
	Level I	1,279	1,330
	Level II	1,409	1,465
University Assistant Engineer			
	Level I	1,279	1330
	Level II	1,409	1,465
University Engineer			
	Level I	1,409	1,465
	Level II	1,676	1,743
	Level III	1,764	1,835
University Engineering Intern		None	None
University Engineering Technician			
	Level I	None	None
	Level II	9711	1,010
University Engineering Technician Trainee		None	None
		Effective	Effective
<u>Title and Level</u>		<u>4/1/00</u>	<u>4/1/01</u>
Assistant Media Service Technician		None	None
Assistant Purchasing Agent		None	None
Media Services Technician		None	None

Purchasing Agent

Level I	723	752
Level II	876	911
Level III	1,028	1,069

(c) Service Increment

The following service increments shall apply to employees in the groups and titles indicated below who have achieved the required number of years of service with the University and/or with a New York City agency. Unless otherwise indicated, service in any title in a title group shall be credited toward the service increment. Such service must, however, have been in a title or titles within that group.

An employee who becomes eligible for a service increment shall be paid on the January 1, April 1, July 1 or October 1, following the employee's anniversary date. Such service increment shall not be pensionable until the employee has received it for two years. It shall, however, be considered part of base salary for all purposes other than pension.

Service increments shall be at the annual rates indicated below.

(1) Engineering and Architectural Group

<u>Title Code</u>	<u>Title</u>
04822	University Architect*
04829	University Engineer *
04830	Assistant Chief Engineer*
04831	Assistant Chief Architect
04819	Project Manager
34215	Superintendent of Construction
34217	Construction Manager

**Service in predecessor New York City titles, in accordance with CUNY's Board of Trustees resolution of June 24, 1985, Cal. No. 6D, shall be credited towards required service, except for voluntary demotion from Administrative Engineer or Administrative Architect.*

<u>Effective</u>	<u>5 Years of Service</u>	<u>10 Years of Service</u>	<u>15 Years of Service</u>
7/1/00	\$1,026	an additional \$ 1,094	an additional \$1,094
7/1/01	\$1,067	an additional \$ 1,138	an additional \$1,138

(2) Accounting Group

The service increments provided in this section for College Accountant are payable only to those College Accountants who had qualified for service increments in the title Accountant or Associate Accountant prior to January 2, 1984.

Title Code Title

04801 College Accountant** (with prior service as Accountant - title code 40510)

<u>Effective</u>	<u>5 Years of Service</u>	<u>12 Years of Service</u>
7/1/00	\$2,089	an additional \$1,114
7/1/01	\$2,173	an additional \$1,159

04801 College Accountant** (with prior service as Senior Accountant - title code 40515 or Associate Accountant - title code 40517)

<u>Effective</u>	<u>5 Years of Service</u>	<u>12 Years of Service</u>
7/1/00	\$2,461	an additional \$1,114
7/1/01	\$2,559	an additional \$1,159

(d) Longevity Differentials

Longevity differentials shall apply to the titles, in the amounts and on the effective dates indicated below. A longevity differential does not become part of the basic salary rate, except in the calculation of overtime. Service eligibility is related to length of service in the appropriate occupational group. Eligibility for longevity differential occurs on the January 1, April 1, July 1 or October 1 subsequent to the appropriate anniversary date. The longevity differential is not pensionable until the employee has received it for two years. When an employee who is receiving a longevity differential is promoted to a title eligible for a service increment (see Subsection (c)) the eligibility for the longevity differential ends and the employee shall receive the appropriate service increment, if applicable.

(1) Engineering and Architectural Titles

04821 University Assistant Architect

04823 University Assistant Engineer

<u>Effective</u>	<u>5 Years of Service</u>	<u>10 Years of Service</u>	<u>15 Years of Service</u>
7/1/00	\$520	an additional \$ 520	an additional \$832
7/1/01	\$541	an additional \$ 541	an additional \$865

04827 University Engineering Technician

<u>Effective</u>	<u>5 Years of Service</u>	<u>10 Years of Service</u>
7/1/00	\$416	an additional \$416

** See Appendix C1, Section B.5 and Appendix C2, Section 5b. Service Increment increases apply only if employee remained in the same College Accountant level upon conversion.

7/1/01 \$433 an additional \$433

(2) Accounting Titles
04800 College Accounting Assistant

<u>Effective</u>	<u>5 Years of Service</u> ^{***}	<u>12 Years of Service</u> ^{***}
7/1/00	\$520	an additional \$832
7/1/01	\$541	an additional \$865

04801 College Accountant

<u>Effective</u>	<u>12 Years of Service</u>
7/1/00	\$1,040
7/1/01	\$1,082

In determining eligibility for this longevity differential, service in the title College Accountant at Level I (but not Level IA) and at Level II and above, and service in the predecessor title, Associate Accountant, shall be credited toward meeting the 12-year service requirement.

Effective 9/30/02, employees in the title of College Accounting Assistant and College Accountant shall be paid a \$450 Longevity Differential for five years of service in accordance with the agreement reached between the University and District Council 37, Local 1407 on the utilization of the Additional Compensation Fund.

(3) EDP Titles

Effective January 1, 1996, the 1 Year Longevity Differential shall be paid in addition to the 15 year MCEA/DCEA Longevity Increment.

04772 Computer Aide (CUNY)
04775 Computer Programmer Analyst (CUNY)
04786 Information Systems Aide

<u>Effective</u>	<u>1 Year of Service</u>
7/1/00	\$936
7/1/01	\$973

The following Longevity Differential is established in addition to the 15 year MCEA/DCEA Longevity Increment.

04773 Computer Associate/Operations (CUNY)
04776 Computer Associate/Software (CUNY)
04777 Computer Specialist/Software (CUNY)
04787 Information Systems Assistant

*** The longevity differential is payable only to a College Accountant Assistant with service eligibility who was converted from the New York City title Assistant Accountant effective on or about January 2, 1984.

04788 Information Systems Associate
 04789 Information Systems Specialist

<u>Effective</u>	<u>3 Years of Service</u>
7/1/00	\$936
7/1/01	\$973

Effective 9/30/02, employees in Information System titles shall be paid a \$743 Longevity Differential for five years of service in accordance with the agreement reached between the University and District Council 37, Local 2627 on the utilization of the Additional Compensation Fund. Hourly employees in the Information System titles shall receive the Longevity Differential in a pro-rated amount of \$0.40 per hour for five years of eligible service in the occupational group.

(4) District Council 37, Local 384 titles

Effective 9/30/02, employees represented by District Council 37, Local 384, shall be paid a \$500 Longevity Differential for five years of service and an additional \$500 Longevity Differential for ten years of service (\$1000 total) in accordance with the agreement reached between the University and District Council, Local 384 on the utilization of the Additional Compensation Fund. Employees in the title of CUNY Office Assistant, CUNY Secretarial Assistant and CUNY Administrative Assistant are ineligible to receive this longevity differential.

(e) Longevity Increment

(i) Employees in titles for which the Respective Union is a Local of DC 37, S.E.I.U., Local 300, or I.A.T.S.E., Local 306 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 Panel or Equity Panel or Gittleson title Pay Plan shall receive a longevity increment as indicated below. This longevity increment does not apply to employees in Purchasing titles represented by S.E.I.U., Local 300, or Nursing titles represented by the New York State Nurses Association.

District Council 37 (all locals)	\$800 per annum
S.E.I.U. Local 300	\$500 per annum
I.A.T.S. E. Local 306	\$500 per annum

(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.

(iii) The following rules shall govern the eligibility of employees for the longevity increments provided for in Section 11 of the 1984-87 MCEA and Section 11 of the 1987-90 DC37 Economic Agreement:

1. 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.

College Assistants are eligible for the Longevity Increment if they were employed in that title for 500 or more hours in each of 15 contract years (July 1 to June 30). If a College Assistant worked fewer than 500 hours in a contract year due to the fiscal problems of 1975 - 1977, but worked 400 or more hours in such year it can be credited as a 500 hour year. If he/she worked fewer than 400 hours in such a year, that year can be bridged (but not credited).

The Longevity Increment for College Assistants is forty-four cents per hour (\$0.44/hr) as of January 1, 1996, for College Assistants who have fifteen years of service, and is payable no later than the January 1 or July 1 following the completion of 500 hours in the fifteenth year of creditable service retroactive to the date of completion of 500 hours in the fifteenth year.

2. 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.
3. 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 2 above:
 - a. time on a leave approved by the proper authority;
 - b. time of up to one year, prior to a reinstatement;

- c. time on a preferred list pursuant to Civil Service Law Sections 80 (Suspension or demotion upon the abolition or reduction of position) or any similar contractual provisions and 81 (Preferred lists; certification and reinstatement therefrom) or any similar contractual provision; or,
- 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.

- 4. Once an employee 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 paragraph 5 below.

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 (includes 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 Systems while under NYC Jurisdiction (to be reviewed on a case-by-case basis)
- Offices of the 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

- 5. The \$500 or \$800 longevity increment 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 \$500 longevity increment shall be subject to the general increases provided in Section 3(a) of this Article III.

Section 8. Training Funds

(a) Effective January 1, 1996, a training fund contribution at the rate of \$25 per annum shall be made to the District Council 37 Education Fund on behalf of each full-time employee in a title listed in the Clerical Group, Reprographics Group, Gittleson Group, Accounting Group, Engineering and Architectural Group and EDP Group, in Section 7a of this Article.

This subsection shall be subject to the provisions, including the waiver election language, of Article IV, section 3 of this Agreement.

(b) Effective January 1, 1996, a training fund contribution shall be made to the District Council 37 Education Fund on behalf of each full-time per annum employee in a title listed in the Accounting group in section 7a of this Article. Such contribution shall be at a rate determined by the City of New York (Office of Labor Relations) in accordance with the contract between the City of New York and District Council 37 for Accounting titles.

This Subsection shall be subject to the provisions, including the waiver, of Article IV, Section 3 of this Agreement.

Section 9. 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) An assignment differential at the rate of \$598 per annum effective 7/1/00, and \$622 effective 7/1/01, shall be paid to each employee in the title of CUNY Office Assistant Level II or III or CUNY Secretarial Assistant Level II or Level III or in the title of Office Aide (Level III only), who was assigned regularly to the preparation, reconciliation, certification and/or auditing of payrolls of University personnel prior to July 1, 1985, and remains so assigned.

(c) An assignment differential at the rate of \$799 per annum, effective 7/1/00, and \$831 effective 7/1/01, shall be paid to each employee in the title of CUNY Office Assistant Level IIIA or Level IV or CUNY Secretarial Assistant Level IIIA or Level IV, who was assigned full time to the preparation, reconciliation, certification and/or auditing of payrolls of University personnel prior to July 1, 1985, and remains so assigned.

(d) A ten percent (10%) premium for the 36th hour shall be paid to each employee in a title in the EDP Group in Section 7(a) of this Article who is assigned to and is

working three days per week, twelve hours per day schedule, and such premium shall be in lieu of any benefits that would otherwise accrue for working the 36th hour.

(e) An assignment differential shall be paid to each employee in the title of Staff Nurse, who is acting in a higher title pursuant to written authorization, at a rate equal to the difference between the rate of pay for such individual Staff Nurse and the greater of either the starting salary of the higher title or the result of the applicable advance increase, if any. Such a differential shall be paid commencing the 31st day of such assignment within a two month period.

Section 10. Staff Nurse Education Differential

An annual differential shall be paid to each employee in the title of Staff Nurse who possesses an appropriate degree in nursing or an allied health field from an accredited College or University, which need not be a part of The City University, as follows:

Baccalaureate	\$300 per annum
Masters	\$600 per annum

Section 11. Staff Nurse Tuition Reimbursement

For the period July 1, 1988 through January 31, 1990, and subject to renegotiation thereafter, reimbursement for tuition in a sum not to exceed \$2,000 per annum shall continue to be granted to each employee in the title of Staff Nurse upon satisfactory completion of courses or work shops approved by a President for nursing and related credit. This provision is suspended in accordance with a letter from the New York State Nurses Association dated January 26, 1990.

Section 12. Nurse's Health Specialty Differential

Effective December 31, 2002, in accordance with the agreement reached between the University and the New York State Nurses Association on the utilization of the 1% Additional Compensation Fund (ACF), a Nurse Health Specialty Differential will be paid to employees in the titles of Staff Nurse and Nurse Practitioner possessing the required Registered Nurse license in accordance with the job specification for these titles, and who provide quality health care for students, faculty, staff and administration within the various university campuses. The eligibility requirements for a Nurse Health Specialty Differential are as follows:

- a. All full-time Staff Nurses and/or Nurse Practitioners will receive a Nurse Health Specialty Differential in the amount of \$625.00 provided that they are active on payroll ("paid status") as of December 15, 2002, and every December 15, thereafter.
- b. All hourly Staff Nurses who work 950 hours or more during the calendar year, January 1, through December 31, will receive a Nurse Health Specialty Differential in the amount of \$350.00.

- c. All hourly Staff Nurses who work less than 950 hours during the calendar year, January 1, through December 31, will receive a Nurse Health Specialty Differential in the amount of \$175.00
- d. Upon determination of eligibility, the Nurse Health Specialty Differential shall be made payable no later than February 2003, and every February thereafter.

Section 13. Uniform Allowance

- (a) A annual uniform allowance of \$200.00 shall be provided for each full-time employee in the title of Staff Nurse and Nurse Practitioner.
- (b) A prorated annual uniform allowance of \$200.00 shall be provided for eligible employees in the title of hourly Staff Nurse.

Section 14.

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 15.

All equity adjustments granted prior to the 1990-1995 White 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 16. 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, September 30, 2002, or December 31, 2002, as applicable.

Section 17. 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 18. 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>District Council 37</u>	<u>Full-time</u> <u>Employees</u>	<u>Eligible Part-time</u> <u>Employees</u>
Effective July 1, 2000	\$1,200.00	\$685.71
Effective September 30, 2002	\$1,400.00	\$800.00

International Alliance of Theatrical and Stage Employees, Local 306, and Service Employees International Union, Local 300

Effective April 1, 2000	\$1,200.00	\$685.71
Effective June 30, 2002	\$1,400.00	\$800.00

New York State Nurses Association

Effective October 1, 2000	\$1,200.00	\$685.71
Effective December 31, 2002	\$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 17½ hours per week 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.

Section 11.

1. Rates actually paid for College Assistants, Disability Accommodations Specialist and Sign Language Interpreters at the time of expiration of this Agreement, shall be basis for any increases and other adjustments provided for in the successor agreements.

2. (a) Except as provided in Subsection 3, paragraphs (d) and (e) below the University shall continue to make Welfare Fund contributions at the rate identified in Article IV, Section 1, of the CUNY White Collar Agreement for full-time employees,

on behalf of College Assistants, Disability Accommodations Specialists and Sign Language Interpreters who meet the established eligibility criteria for Welfare Fund coverage for employees in these titles; and

(b) District Council 37 shall provide the same full-time benefits for employees for whom the full-time contribution rate is paid in accordance with Section (a) as are available to eligible full-time employees covered by the Welfare Fund.

3. (a) The University shall continue to make supplementary welfare fund contributions, established by Section 3 of the October 29, 1985 Agreement, at the rate of three cents (\$0.03) per hour worked by College Assistants, and Sign Language Interpreters. Effective September 30, 2002, the contribution rate is increased by fifteen cents (\$0.15) which total should be eighteen cents (\$0.18) per hour in accordance with an agreement between the University and District Council 37 on the utilization of the 1% ACF; and

(b) Effective September 30, 2002, the University shall make supplementary welfare fund contributions at the rate of eighteen cents (\$0.18) per hour worked for hourly employees in the title of Disability Accommodations Specialist in accordance with an agreement between the University and District Council 37 of the utilization of the 1% ACF; and

(c) District Council 37 will continue to provide eligible College Assistants, and Sign Language Interpreters with the supplementary Welfare Fund appropriate benefits pursuant to the Supplementary Agreement of October 29, 1985, and the Supplemental Agreement of October 24, 1986, in addition to the benefits described in Section 2(b) above; and District Council 37 shall provide eligible hourly Disability Accommodations Specialist with the appropriate Supplementary Welfare Fund Benefits pursuant to Section 3 (b) above, in addition to the benefits described in Section 2 (b), supra.

(d) In the Community Colleges of The City University, the contribution at the rate identified in Section 2(a) above shall be made for no more than nine hundred (900) employees in any 28-day eligibility period. If additional employees meet the eligibility criteria, the contribution for those employees shall be at the established part-time rate.

(e) In the Senior Colleges and the Central Office of The City University, the contribution at the rate identified in Section 2(a) above shall be made for no more than 2500 employees during any pay period. If additional employees meet the eligibility criteria, the contribution for those employees shall be at the established part-time rate.

4. Except as specified herein, this Agreement shall supersede all previous agreements regarding supplementary Welfare Benefits Fund for College Assistants, Disability Accommodations Specialists and Sign Language Interpreters.

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 XXIX 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 XXIX 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 Director of Human Resources 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.
- (h) For employees in titles in the Gittleson group identified in Article III, Section 7(a), the following shall apply with regard to this Section 5:
 - 1. The time required in subsection (a) 2 shall be six months.
 - 2. In addition to the types of courses indicated in subsection (b) 1 & (b) 2, tuition fee exemption shall also be offered for courses which are:
 - a. entrance condition courses required to matriculate for associate or baccalaureate degree programs, or
 - b. in a graduate program (not to exceed six credits per semester).

ARTICLE VI - WORK WEEKSection 1.

The normal work week for full-time employees shall be 35 hours. 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 35 hours.

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 DIFFERENTIALSection 1.

(a) There shall be seventeen (17) paid holidays for all full time employees. Of these, thirteen (13) regular holidays in Section 2 below shall be subject to the premium provisions of this Article, and the remaining four (4) days shall be granted as unscheduled holidays.

(b) An employee who wishes to use an unscheduled holiday to observe Veterans' Day or Election Day as a holiday shall file a request to do so prior to September 30, in accordance with college or university procedures. Approval shall not be unreasonably withheld. Approval shall be based on considerations of need for the employee's services. Special employee circumstances may be brought to the attention of the College Director of Human Resources, and shall be considered in any determination. If an employee is required to work on a Veterans' Day or Election Day, which he or she was previously authorized to observe as a holiday, the employee shall be compensated as for work on a scheduled holiday.

Section 2.

The thirteen (13) 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
- 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 regular 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, 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 A.M. 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.

(a) 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., except for Staff Nurses.

(b) For Staff Nurses an annual evening shift differential of \$5,459 effective October 1, 2000, and \$5,698 effective October 1, 2001, or an annual night shift differential of \$6,697 effective October 1, 2000, and \$6,965 effective October 1, 2001, shall be paid to each Staff Nurse who is assigned to such shift which shall include payment during authorized paid time off. The night shift is the shift that starts at the end of the evening shift and the evening shift starts at the end of the day shift. Employees who are assigned to work into the evening or night shift, beyond their assigned day shift, shall continue to receive a pro rata differential amount for all such hours worked.

(c) For hourly Staff Nurses, an evening or night shift differential shall be paid at the hourly rate for each Staff Nurse assigned to such shift. The "day shift" is the period when Staff Nurses are scheduled to work during the day, i.e. 9:00 a.m. to 5:00 p.m., 10:00 a.m. to 6:00 p.m., etc. The "evening shift" starts at the end of the day shift, and the "night shift", if applicable, starts at the end of the evening shift.

Shift	Effective 10/1/00	Effective 10/1/01
Evening	\$25.94	\$26.98
Night	\$26.64	\$27.71

Section 10.

Hourly employees will not be paid for holidays on which they do not work. Hourly employees in the Information Systems title series, and Staff Nurse title, Disability Accommodations Specialist 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, except that only Section 9 shall be applicable to College Assistants, and Sign Language Interpreters.

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) Overtime (voluntary or involuntary) worked between the thirty-fifth (35th) hour and the fortieth (40) 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 when such shortened schedule is in effect shall be granted at the rate of straight time (1X 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 (1/1957.5 for hourly Staff Nurse). Payment shall be computed and paid in 10 minute units actually worked beyond the normal scheduled work week. "Annual regular salary" shall include educational, 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 is 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 a further 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 or her work week will 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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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")¹ prior to July 1, 1979, and codified by the University 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.

(c) The annual leave allowance for full-time employees shall accrue as follows²:

¹ Formerly known as the New York City Personnel Director of the New York City Department of Personnel.

² 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.

(i) A. Effective 7/1/91, for full-time employees, except for Staff Nurses

<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 5th 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, and for Staff Nurses

<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 (2.083 days per month)
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 and one-half (7-1/2) or eight (8) hour days, shall be pro-rated in accordance with the schedule in subsection (c)(i)A, or (c)(i)B.

(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:

A. Effective 7/1/91

<u>Years in Service</u>	<u>Accrual</u>
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

B. For employees hired prior to July 1, 1985

<u>Years In Service</u>	<u>Annual Leave Monthly Accrual</u>
At the beginning of the employee's 1st 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., or (c) (iii) B. above 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, excluding employees in the titles of College Assistant, hourly Disability Accommodations Specialist and Sign Language Interpreters, 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.

(d) Hourly employees in the titles of College Assistant, Disability Accommodations Specialist and Sign Language Interpreter, who have completed three (3) years of 500 assigned work hours may be permitted to take approved annual and/or sick leave as it accrues.

Section 4.

By June 1st of each year all full-time 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 also 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) An hourly employee in the College Assistant, hourly Disability Accommodations Specialist and Sign Language Interpreter titles who have completed three (3) years of 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.
- (v) An hourly employee in the Information Systems titles or Staff Nurse title who have 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:
- (i) An employee requests sick leave for more than three (3) consecutive work days; or
- (ii) 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
- (iii) 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)(ii) and (b)(iii) 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)(i), (b)(ii) and (b)(iii) above shall thereafter, commencing with the next "sick leave period," be required to submit medical documentation, satisfactory to the College Director of Human Resources 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)(ii), (b)(iii) 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 College Assistants and Sign Language Interpreters 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 to 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) "Emergency Closings" shall be defined as authorized cancellation of classes due to weather, transportation, or other major emergencies. The University and the Union recognize that during such periods there is a responsibility to maintain service to the extent possible. Once each year, each College Director of Human Resources shall establish a minimum number of employees needed for emergency closing services and such employees shall be notified. Compensatory time off for the number of hours worked shall be granted to those who meet the emergency need, such time to be approved by the College Director of Human Resources and to be scheduled during the academic year in which the emergency occurs. Employees not on emergency assignment shall have their absences excused. Each College Director of Human Resources may suspend this provision if the required minimum is not maintained.

(b) 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.

(c) 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 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.

(e) 92 Degrees Provision Applicable to Gittleson title personnel in Completely Non-Air-Conditioned Offices

For the period from the first Monday after the last scheduled commencement in the University through Labor Day (with the exception of registration or examination days), when at 2:00 p.m. the temperature for New York City and vicinity is reported by telephone call to the weather information service as 92 degrees or higher, employees in non-air-conditioned offices who cannot be accommodated in air-conditioned offices shall be released from work at 3:00 p.m. without charge to leave. This Subsection (e) applies only to employees in those titles identified in Article III Section 2 as the Gittleson group.

(f) 92 Degree Provision Applicable to Gittleson title personnel when Air-Conditioning is Broken

Employees who normally do not have a shortened summer workweek, (i.e., employees who work in an air-conditioned facility) shall be subject to the following provision when the air-conditioning equipment is not working during the period covered by Subsection 16a:

For the period from the first Monday after the last scheduled commencement in the University through Labor Day (with the exception of registration or examination days), when at 2:00 p.m. the temperature for New York City and vicinity is reported by telephone call to the weather information service for New York City as 92 degrees or higher, such employees who cannot be accommodated in air-conditioned offices shall be released from work two hours earlier than the normal (air-conditioned) dismissal time, but in no event earlier than 3 p.m.

A College may delay implementation of these provisions for 24 hours following the failure of air-conditioning equipment, in order to attempt necessary repairs.

Section 17.

(a) All part-time per annum, hourly, per diem, per session, and seasonal employees, other than College Assistants, Sign Language Interpreters or hourly Disability

Accommodations Specialist, 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 (c) 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 17 ½ hours per week.

(b) College Assistants, Sign Language Interpreters and hourly Disability Accommodations Specialists who work 500 or more hours in a work year (July 1 to June 30) shall accrue leave credits as provided in subsection (c), except that subsequent to July 1, 1998, this 500 hour threshold requirement shall not apply to any College Assistant, Sign Language Interpreter or hourly Disability Accommodations Specialist who have worked as a College Assistant, Sign Language Interpreter or hourly Disability Accommodations Specialist for 500 or more hours in each of three (3) years.

(c) 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

(d) 1. College Assistants, Sign Language Interpreters, and hourly Disability Accommodations Specialists shall be permitted to utilize annual leave in order to maintain an average number of paid hours during weeks in which a holiday occurs, and to utilize annual leave during the school year, subject to the needs of the College.

2. Payment of all annual leave remaining to the credit of any hourly employee 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 leaves 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 elect 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 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 as each holiday occurs.

Section 2.

The total holiday leave credits granted per annum shall not exceed 119 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 thirteen (13) 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 designed 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>	<u>Annual Leave Allowance</u>	<u>Monthly Accrual</u>
Beginning of the employee's 1st year	105	8.750
Beginning of the employee's 5th year	140	11.667
Beginning of the employee's 8th year	175	14.583
Beginning of the employee's 15 th year	189	15.750

b.	<u>Employees hired prior to July 1, 1985</u>		
	<u>Years of Service</u>	<u>Annual Leave Allowance</u>	<u>Monthly Accrual</u>
	Prior to 8th year	140	11.667
	Beginning of the employee's 8 th year	175	.14.538
	Beginning of the employee's 15 th year	189	15.750
	Beginning of the employee's 15th year if BHE(CUNY) service began prior to 1/1/57	210	17.500

Seven (7) hours of sick leave allowance shall accrue per month.

Section 7.

Leave balances accrued in days shall be converted from daily to hourly balances at the rate of seven (7) hours per day.

ARTICLE XI - HEALTH INSURANCESection 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 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 a negative leave balance shall not be covered by this Section.

Section 15.

For the purposes of this Agreement employees in all classes of clerical, administrative and professional 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 FOLDERSSection 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 HEALTHSection 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 XXX 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. Job Security

University employees represented by District Council 37 shall have job security through September 30, 2002; and University employees represented by IATSE Local 306, 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 not covered by 5.c. below 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. College Assistants, Sign Language Interpreters, and Disability Accommodations Specialists who have worked 500 or more hours in each of the last two preceding consecutive years during the period July 1, 1999 – June 30, 2000, and July 1, 2000 – June 30, 2001, will be eligible to receive the protection of this job security provision, to the extent that they will be assigned during the period July 1, 2001 – June 30, 2002, the same number of hours previously worked during the period July 1, 2000 – June 30, 2001 (excluding overtime hours). Furthermore based on the eligibility criteria set forth above, the aforementioned eligible employees will be

assigned during the period July 1, 2002 – September 30, 2002, the same number of hours previously worked during the period July 1, 2001 – September 30, 2001 (excluding overtime hours). The job security provisions apply to employees in the titles referenced above, except those employees who were released for cause or other reasons prior to July 1, 2001.

- d. 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 Sign Language Interpreters, and hourly 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 Director of Human Resources for Management Services
Office of Faculty and Staff Relations
535 East 80th Street, 4th floor
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 Resources Management Services of the Office of Faculty and Staff Relations shall establish a transfer roster, by title and by level within each title, except as provided in Section 2, subsection b(1), for each College. Employees shall be listed in order of receipt of the request by the University Director of Human Resources for 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 Resources for 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 matter shall not be subject to the grievance procedure.

Section 2. - Transfers

(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) The following provisions shall be applicable only to transfers in the following titles: CUNY Office Assistant, CUNY Secretarial Assistant and CUNY Administrative Assistant.

1. CUNY Office Assistants or CUNY Secretarial Assistants in Levels II, III, or IIIa shall be included on a single transfer roster for each title without regard to level.
2. Any CUNY Office Assistant or CUNY Secretarial Assistant who has been advanced from Level II to Level III of that title with fewer than 5 years of service may specify that he or she is available for transfer at Level III only, or may indicate availability to transfer at Level II or Level III. The Personnel Director of the appointing college may pass over a "Level III only" designated candidate if the Personnel Director determines that the college prefers to fill the position in question at Level II. Section 3 subsection (b)2 shall apply to an employee who elects to accept transfer, and is transferred at Level II. An employee who elects to accept transfers at Level II shall in any event be restored to Level III on his or her fifth anniversary. If transfer occurs at Level II, the transferee's salary shall be no less than it would have been had all service at Level III been at Level II.
3. Any CUNY Office Assistant or CUNY Secretarial Assistant who was advanced to Level IV of that title may specify that he or she is available for transfer at Level IV only, or may indicate availability to transfer at Level III or Level IIIa as well, whichever was his or her rank prior to advancement to Level IV. If transfer occurs at Level III or IIIa, the transferee's salary shall be no less than it would have been had all service at Level IV been in the level prior to advancement. A position previously filled at Level IV may be refilled at that level or such other level as the college may determine.
4. Any CUNY Administrative Assistant who was advanced to Level II through designation by the college may specify that he or she is available for transfer at Level II only, or may indicate availability for transfer at Level I. If transfer occurs at Level I the transferee's salary at Level Ia, Ib or Ic shall be no less than it would have been had all service at Level II been at Level I.

(c) When a vacancy is to be filled, those employees whose names have been reached shall be interviewed by the Director Human Resources 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 Director of Human Resources 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.

(d) 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 Director of Human Resources and to the interviewing Director of Human Resources shall be sufficient to permit the interviewing Director of Human Resources to continue to recruit and hire for the position in question.

(e) 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.

(f) 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 College Directors of Human Resources, the transferring employee and the respective Union.

(g) 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) 1. 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 Director of Human Resources 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 (f).
2. An employee covered by Section 2 (b)2 shall be advised by the Director of Human Resources of the receiving college at the end of the 3 month trial period whether the college will retain the employee and at which level, Level II or Level III. The employee may then determine if he or she wishes to remain at the receiving college at the level which is offered or return to the previous college and previous level, Level III.
- (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 Director of Human Resources 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 "GITTLESON" TITLESSection 1.

The applicable provisions of the agreements between CUNY and Local 384 and DC 37 dated March 12, 1986 (Gittlesons Restructuring) as modified by the agreement of August 26, 1988 and November 3, 1999 are incorporated herein as appendices A1, A2 and A3.

Effective July 1, 1984, the "Gittleson titles" - College Office Assistant A, College Office Assistant B, College Secretarial Assistant A, College Secretarial Assistant B, College Administrative Assistant and College Administrative Associate shall be discontinued and replaced by the following titles - CUNY Office Assistant, CUNY Secretarial Assistant and CUNY Administrative Assistant, hereafter also referred to as the "new Gittleson titles".

(a) The maximum number of employees in the titles CUNY Office Assistant and CUNY Secretarial Assistant combined shall not exceed eighty percent (80%) of the total number of "New Gittleson title" employees.

(b) The maximum number of CUNY Office Assistant title and CUNY Secretarial Assistant title employees combined, at Level 4, shall not exceed twenty percent (20%) of the total number of employees in the CUNY Office Assistant and CUNY Secretarial Assistant titles combined.

(c) The number of employees in the title CUNY Administrative Assistant shall be no fewer than 20% of the total number of employees in the "new Gittleson titles".

(d) The number of employees in the title CUNY Administrative Assistant, Level 2 shall be no fewer than three percent (3%) nor more than seven percent (7%) of the total number of employees in the "new Gittleson titles."

Section 2.

As scheduled by the supervisor and approved by the Vice Chancellor for Faculty and Staff Relations, a rest period of 15 minutes per day (coffee break) shall be maintained for employee in titles identified in Article III Section 7(a) as the Gittleson group. It shall be understood that in those instances where an employee does not take advantage of the rest period or where, on rare occasions, the work of an office does not permit the regular rest period, the employee shall not be permitted to leave earlier or to add such time to annual leave.

Section 3.

In addition to the provisions of Section 1 and Section 2 of this Article, the following provisions shall be applicable only to employees in titles identified in Article III Section 7(a) as the Gittleson group:

Article V Section 5 subsection (h)(tuition waiver)

Article IX Section 16 subsection (e),(f) (92° provision)

ARTICLE XXI - SPECIAL PROVISIONS APPLICABLE TO COLLEGE ASSISTANTS, SIGN LANGUAGE INTERPRETERS AND HOURLY DISABILITY ACCOMMODATION SPECIALISTS

Section 1.

New employees, other than short term employees, shall receive a copy of the Employee Handbook when available.

Section 2.

College Assistants, Sign Language Interpreters and hourly Disability Accommodation Specialists shall be covered by Workers Compensation.

Section 3.

Personnel Officers shall, upon request supported by detailed examples of duties, review the salary rate of a College Assistant who believes he or she is performing duties at a level substantially higher than those for which he or she was employed. The results of said review shall not be subject to any grievance procedure, review or appeal.

Section 4.

(a) In the event that an actively employed College Assistant, Sign Language Interpreter or hourly Disability Accommodations Specialist is required to forego employment to serve on jury duty, the college will attempt to maintain his or her eligibility, if any, for health insurance, and health and security coverage for a period not to exceed two pay periods. The University will comply with all appropriate state laws regarding jury duty.

(b) College Assistant, Sign Language Interpreter or hourly Disability Accommodations Specialist who is unable to work when scheduled because of jury service shall be offered the opportunity to make up work hours lost, consistent with the staffing needs of the college.

Section 5.

In the event of major reduction in funding affecting College Assistants, Sign Language Interpreters or hourly Disability Accommodations Specialist and if feasible, the respective Union shall be advised of such developments in advance of any reduction in staff and afforded an opportunity to explore alternatives jointly.

Section 6.

Health insurance coverage which allows College Assistants, Sign Language Interpreters and hourly Disability Accommodations Specialist who have enrolled in a health insurance plan under the New York City Employees Health Insurance

Program to maintain their health insurance coverage as direct subscribers during a period between work assignments shall be maintained through the Comprehensive Omnibus Budget Reconciliation Act (COBRA). The employee shall pay the entire cost of premiums of such period. Upon return of such employee to active work status, resumption of University paid benefits shall be immediate, and no new waiting period shall be imposed.

Section 7.

(a) Effective July 1, 1998, the maximum number of hours which a College Assistant may work in a year (July 1 - June 30) shall be 1040 exclusive of annual leave.

(b) Annual Leave Accrual

The following rates and maxima shall apply for employees hired after July 1, 1998:

i. Effective 7/1/98

<u>Years of Service</u>	<u>Annual Leave Accrual Rate</u>	<u>Maximum Annual Leave Accrual (hours)</u>	<u>Maximum Work Hours</u>
1 st – 4th	1/15	69	1040
5th or more	1/11	95	1040

(c) If a College Assistant, Sign Language Interpreter or hourly Disability Accommodations Specialist who has worked at one College is employed in the same or succeeding year at another College, the following policies will control regarding sick leave, annual leave, and eligibility for Health Insurance and Welfare Fund Coverage.

1. Any College Assistant, Sign Language Interpreter or hourly Disability Accommodations Specialist who applies for a position as a College Assistant or Sign Language Interpreter or hourly Disability Accommodations Specialist at a second college within the same fiscal year (July 1 to June 30), during which he or she worked at another College shall advise the Director of Human Resources and the interviewing supervisor of the second College of the number of hours he or she has worked that year and the number of hours of sick and annual leave to his or her credit. The hours worked at both colleges shall be combined for purposes of the threshold for leave credits and of the maximum hours of work limitation. The Director of Human Resources of the second College may require that the appropriate portion of accrued annual leave be paid by the first College. At the sole option of the Director of Human Resources at the second college, annual leave for the hours earned in the same fiscal year may be paid by the second College.

Sick leave earned but not used in the year of "transfer" and/or in the preceding year, shall be credited to the College Assistant or Sign Language Interpreter or hourly Disability Accommodations Specialist upon appointment at the second College, and shall be paid, if used, by the second College.

2. A College Assistant, Sign Language Interpreter or hourly Disability Accommodations Specialist who has worked as a College Assistant or Sign Language Interpreter or hourly Disability Accommodations Specialist at a different College in the year preceding appointment shall be credited with sick leave earned but not used during the preceding year. Such leave shall be paid, if used, by the second College. No credit shall be granted for annual leave earned in a prior year at another College. (See also Article IX Section 17 for annual leave and sick leave provisions applicable to College Assistants, Sign Language Interpreters and hourly Disability Accommodations Specialist.)
3. Hours worked by a College Assistant, Sign Language Interpreter or hourly Disability Accommodations Specialist in more than one department of a college or more than one College of the University shall be combined for purpose of eligibility for Health Insurance and Welfare Fund coverage.

(d) It shall be University policy that assigned hours of work shall not be reduced so as to preclude qualification for leave credits.

Section 8. Disciplinary Review

- a. A College Assistant, Sign Language Interpreter, or hourly Disability Accommodations Specialist whose appointment or reappointment is terminated for a reason other than lack of work or lack of funds and who has worked 500 or more hours in each of the preceding nine (9) contract years, shall have the right to a review by the College Director of Human Resources of the decision to terminate.
- b. A College Assistant, Sign Language Interpreter, or hourly Disability Accommodations Specialist whose employment is terminated for a stated reason relating to his or her misconduct shall have the right to a review of the decision to terminate, provided he or she makes such a request in writing within ten (10) work days of his or her becoming aware of such decision. The review shall be conducted by a review officer, which shall be the College Director of Human Resources, unless another person, other than the employee's supervisor, has been designated by the president as the review officer. There shall be no appeal from the decision of the review officer.
- c. The College Assistant, Sign Language Interpreter or hourly Disability Accommodations Specialist shall be entitled to representation by a respective Union representative. The College Assistant, Sign Language Interpreter or hourly Disability Accommodations Specialist or the respective Union shall have the right to bring witnesses.
- d. Unless the employee has been advised in writing of a reason for termination related to misconduct, any College response to a request for reference or unemployment information shall contain no negative information.

Section 9.

College Assistants, Sign Language Interpreters or hourly Disability Accommodations Specialist may request transfer from one shift to another within a college by written communication to the College Director of Human Resources. To the extent that the College Director of Human Resources is involved in the selection process, he or she shall consider job skills, administrative requirements and available funding in filling vacancies in a requested shift.

Section 10.

If an emergency closing at a College occurs and a College Assistant, Sign Language Interpreter or hourly Disability Accommodations Specialist had no reasonable opportunity to know of that closing prior to reporting for work, as determined by the College Director of Human Resources, any College Assistant, Sign Language Interpreter or hourly Disability Accommodations Specialist who is scheduled to work and reports to work, or reaches the College in attempting to report to work, or works and is sent home, shall be guaranteed compensation for three (3) hours of work or the number of hours he or she was scheduled to work that day, whichever is less. Employees may not be compensated for more than one shift during any one continued period of emergency closing unless during that period an official college source released information erroneously that the College would reopen.

Section 11.

The University and the respective Union representing College Assistants, Sign Language Interpreters and hourly Disability Accommodations Specialist recognize as a problem the impact of agency shop fees on those College Assistants, Sign Language Interpreters and hourly Disability Accommodations Specialist who work a minimal number of hours per pay period, and agree to seek a procedure which will mitigate such impact.

ARTICLE XXII - SPECIAL PROVISIONS APPLICABLE TO COLLEGE ACCOUNTING TITLES

Section 1.

The applicable provisions of the agreements between CUNY and Local 1407 and DC 37 dated April 11, 1984, and February 24, 1986 (signed June 10, 1986), as modified below, are incorporated herein as Appendices C1 and C2.

Section 2.

All equity adjustments granted during the period of the 1987-1990 agreement by a New York City Salary Review Panel or Equity Panel and applied to titles within the College Accounting series of titles shall continue to be reflected in salaries of eligible employees in such titles.

Section 3.

The following modification shall apply to the title College Accounting Assistant effective July 1, 1988:

A new Level to be designate "1A" shall be established for College Accounting Assistants who have achieved the minimum qualifications for the title College Accountant, Level 1, but have not been reassigned to duties in that title. The annual salary for this new Level 1A shall be established, effective July 1, 1988, at \$50 less than the minimum salary of College Accountant, Level 1.

Section 4.

Time served in Level 1 (but not level 1A) of the title College Accountant may be credited towards the Longevity Differential established by paragraph 6 of the April 11, 1984, College Accountant Agreement.

**ARTICLE XXIII - SPECIAL PROVISIONS APPLICABLE TO UNIVERSITY
ARCHITECT AND UNIVERSITY ENGINEERING TITLES**

Section 1.

The applicable provisions of the agreement regarding establishment of the University Architect/University Engineer titles, dated June 11, 1986, are incorporated herein as Appendix B.

Section 2.

All equity adjustments granted during the period of the 1987-1990 agreement by a New York City Salary Review Panel or Equity Panel and applied to University Architect/University Engineer titles, or other titles represented by Local 375, shall continue to be reflected in salaries of eligible employees in such titles.

Section 3.

The University shall provide training in Computer Assisted Design (CAD) to any employee represented by Local 375 assigned to duties involving CAD.

ARTICLE XXIV - SPECIAL PROVISIONS APPLICABLE TO ELECTRONIC DATA PROCESSING TITLES

All equity adjustments granted during the period of the 1987-1990 agreement by a New York City Salary Review Panel or Equity Panel and applied to Electronic Data Processing titles within CUNY shall continue to be reflected in salaries of eligible employees in such titles.

ARTICLE XXV - NONDISCRIMINATIONSection 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 XXVI - 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 XXVII - 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 XXVIII - 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 XXIX - DISCIPLINARY PROCEDURESection 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 3 months from such date thereafter as a respective union, other than DC 37, 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 One 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, the employee and 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

(a) In addition to the established procedures of this Article XXIX 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 Director of Human Resources for a period of ten (10) or more consecutive work days shall be subject to disciplinary action which may result in termination of employment

(b) 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.

(c) 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.

(d) 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.

(f) The provisions of this Article shall apply to full time employees in the title Staff Nurse except those who have not completed three (3) months of service, unless a longer period is agreed to by the New York State Nurses Association.

ARTICLE XXX - 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) 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 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 XXXI - 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 XXXII - 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 XXXIII - APPROVAL AND PAYMENT OF AGREEMENT

This Clerical Administrative and Professional Unit Agreement is subject to approval in accordance with applicable law.

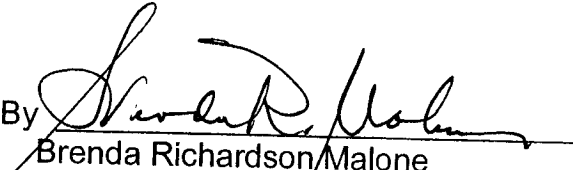
In the event that any payment is not paid on the date due under this Agreement, such payment when made shall be paid retroactive to such due date.

ARTICLE XXXIV - RESOLUTIONS

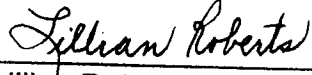
This Agreement shall constitute and be deemed a complete adjustment and settlement of all demands and items presented, and as to all of such demands and items there shall be no further collective bargaining for effectiveness during the period from July 1, 2000 to September 30, 2002, the termination dates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


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

By 
James Golden
President, SEIU, Local 300


LOCAL 306, MOTION PICTURE
PROJECTIONISTS, VIDEO TECHNICIANS,
THEATRICAL EMPLOYEES AND ALLIED
CRAFTS, IATSE

By 
Barry Gaffman
Business Representative

DISTRICT COUNCIL 37, LOCAL 375,
AFSCME, AFL-CIO

By 
Claude Fort
President, Local 375

NEW YORK STATE NURSES ASSOC.

By 
Lorraine Seidel
Director of Economic and
General Welfare Programs

MEMORANDUM OF UNDERSTANDING

Agreement entered into this twelfth Day of March, 1986
by and among District Council 37, AFSCME, AFL-CIO, and its
affiliated Local 384 (hereinafter "The Union") and The City
University of New York (hereinafter "The University"),

Witnesseth:

Whereas the Union and The University have reached an agreement
regarding the resolution of a matter of mutual concern, the
restructuring of "the Gittleson" titles (as defined in paragraph 1
below) in The University, and wish to reduce that agreement to
written form,

NOW, THEREFORE, it is mutually agreed by and among the parties
hereto, as follows:

1. Effective July 1, 1984 there shall be a restructuring of
the occupational group comprised of the titles College Office
Assistant A, College Office Assistant B, College Secretarial
Assistant A, College Secretarial Assistant B, College
Administrative Assistant, and College Administrative Associate,
hereinafter "the Gittleson titles".

2. Effective July 1, 1984, the former "Gittleson titles" shall be discontinued and replaced by the following titles established by The University's Board of Trustees on June 24, 1985: CUNY Office Assistant, CUNY Secretarial Assistant, and CUNY Administrative Assistant (hereinafter "the new Gittleson titles").

3. The "new Gittleson" titles shall have the following characteristics:

A. Levels

There shall be four (4) levels in each of the titles CUNY Office Assistant and CUNY Secretarial Assistant: Levels 1, 2, 3 or (3A), and 4.

There shall be two (2) levels in the title CUNY Administrative Assistant, except that Level 1 shall consist of Levels 1A, 1B, and 1C.

B. Levels - special characteristics

1. All persons appointed to the titles CUNY Office

Assistant or CUNY Secretarial Assistant on or after June 25, 1985 shall be appointed to Level 1 of such titles unless such appointment is immediately preceded by a continuous period of Gittleson service which commenced prior to June 25, 1985.

2. Level 3A of the titles CUNY Office Assistant and CUNY Secretarial Assistant shall be the level to which persons employed in the old "Gittleson titles" College Office Assistant B or College Secretarial Assistant B shall convert. No other persons shall be assigned to Level 3A.

C. Movement From Level to Level

1. In the titles CUNY Office Assistant and CUNY Secretarial Assistant movement from level to level shall be as follows:

Level 1 to Level 2 - Upon completion of one (1) year of satisfactory service.

From Level 2 to Level 3 - A college may assign a Level 2 employee to Level 3 at any time following the completion of one (1) year of satisfactory

4

service in Level 2. Upon completion of four (4) years of satisfactory service at Level 2, movement to Level 3 shall be automatic. Any period of service in Levels 3 or 4 prior to the fourth anniversary of appointment to Level 2 shall be counted towards the maximum period of service in Level 2.

From Level 3 (or 3A) to Level 4 - A college may assign a Level 3 or 3A employee to Level 4 on the basis of significantly higher level duties and responsibilities, in accordance with guidelines to be issued by the University Office of Faculty and Staff Relations.

2. In the title CUNY Administrative Assistant, movement shall be as follows:

Within Level 1 an employee shall progress to Level 1B upon completion of 1 year of satisfactory service at Level 1A after June 30, 1984; an employee shall progress to Level 1C upon the completion of 30 months of combined service after June 30, 1984, at Levels 1A and 1B.

Employees who held the title College Administrative Assistant on or before July 1, 1984

shall progress to Level 1C upon the completion of twenty five (25) months of combined service after June 30, 1984, at Levels 1A and 1B but, in no event, prior to August 1, 1986.

From Level 1 to Level 2 - A college may assign a Level 1 employee to Level 2, following the completion of 1 year of service at Level 1, on the basis of a significantly higher level of duties and responsibilities, in accordance with guidelines to be issued by the University Office of Faculty and Staff Relations.

Service in "The Gittleson titles" College Office Assistant A or College Secretarial Assistant A shall be credited towards the time required for movement between levels in the "new Gittleson titles" CUNY Office Assistant (Level 2 to Level 3) or CUNY Secretarial Assistant (Level 2 to Level 3) respectively.

D. Trial or Probationary Periods:

1. A probationary period of one year shall be in effect following probable permanent appointment to each "new Gittleson title".

Any employee who was or is in probationary status in the title College Office Assistant B or College Secretarial Assistant B after July 1, 1984 shall be required to complete such probationary service upon conversion to the "new Gittleson title", Level 3A. In the event that such employee should fail to complete such probation satisfactorily, he/she shall revert to Level 2 or Level 3 of the "new Gittleson title", in accordance with his/her service pursuant to section F below.

A trial period of 30 months shall be in effect following assignment to Level 3 except that the trial period shall end when an employee is advanced automatically to Level 3 pursuant to Section 3C 1) and assignment to Level 4 of CUNY Office Assistant or CUNY Secretarial Assistant or assignment to Level 2 of CUNY Administrative Assistant. If an employee fails to complete the trial period satisfactorily, the employee's assignment at that Level shall be terminated and the employee shall revert to his/her previous Level. Following the successful completion of the trial period an employee may be assigned to the duties of a subordinate level, but the employee's salary shall remain that of the level in which he/she completed the trial period.

E. Percentage Distributions:

The following percentages shall apply to the number of employees appointed to the indicated titles and Levels:

1. The maximum number of employees in the titles CUNY Office Assistant and CUNY Secretarial Assistant combined shall not exceed eighty percent (80%) of the total number of "New Gittleson title" employees.

2. The maximum number of CUNY Office Assistant title and CUNY Secretarial Assistant title employees combined, at Level 4, shall not exceed twenty percent (20%) of the total number of employees in the CUNY Office Assistant and CUNY Secretarial Assistant titles combined.

3. The number of employees in the title CUNY Administrative Assistant shall be no fewer than 20% of the total number of employees in the "new Gittleson titles".

4. The number of employees in CUNY Administrative Assistant, Level 2 shall be no fewer than three percent (3%) nor more than five percent (5%) of the total number of employees in "new Gittleson titles".

F. Reclassification of Employees in "Gittleson Titles"

Employees who have served or are serving in Gittleson titles on or after July 1, 1984, shall be reclassified effective 7/1/84 or the date of appointment to or the date of promotion to a different Gittleson title if after 7/1/84, to the new Gittleson titles in accordance with the following table;

<u>Gittleson Title</u>	<u>New Gittleson Title</u>
College Office Assistant A <u>(apptd after 6/24/85)</u>	CUNY Office Assistant <u>(Level 1)</u>
College Office Assistant A <u>(apptd before 6/25/85)</u>	CUNY Office Assistant <u>(Level 2)</u>
College Office Assistant A <u>(with 5 years of service)</u>	CUNY Office Assistant <u>(Level 3)</u>
College Secretarial Asst A <u>(apptd after 6/24/85)</u>	CUNY Secretarial Assistant <u>(Level 1)</u>
College Secretarial Asst A <u>(apptd before 6/25/85)</u>	CUNY Secretarial Assistant <u>(Level 2)</u>
College Secretarial Asst A <u>(with 5 years of service)</u>	CUNY Secretarial Assistant <u>(Level 3)</u>

Gittleson Title

New Gittleson Title

Cont'd.

College Office Assistant B*

CUNY Office Assistant

(Level 3A)

College Secretarial Asst B*

CUNY Secretarial Asst (Level

3A)

College Administrative Asst

CUNY Administrative Assistant

(up to 1 yr in title after 7/1/84) (Level 1A)

College Administrative Asst

CUNY Administrative Assistant

(12 mos to 30# mos in title after 7/1/84) (Level 1B)

College Administrative Asst

CUNY Administrative Assistant

(more than 30# mos in title after 7/1/84) (Level 1C)

College Administrative Assoc

CUNY Admin Asst (Level 2)

*See section D (1) above.

#See section 3C (2) above.

G. Credit for Provisional Service

Provisionals shall be advanced in salary in accordance with the period of service in a covered title, but provisionals shall not be advanced in rank above CUNY

Office Assistant or CUNY Secretarial Assistant, Level 2. Time towards advancement in rank shall be counted from the date of appointment from a Civil Service list. Upon the successful completion of the probationary period following appointment from a Civil Service list, continuous prior provisional service of up to one year shall be credited towards advancement in rank.

H. Salary Rates - "new Gittleson" Titles

The "new Gittleson" title rates, prior to the general increases of the 1984-87 Municipal Coalition Economic Agreement (MCEA), shall be as follows: (All rates are subject to increases pursuant to the MCEA.)

<u>Title</u>	<u>Level</u>	<u>6/30/84 Minimum</u>	<u>6/30/84 Maximum</u>
CUNY Office Assistant	1	13,800	14,263
CUNY Secretarial Asst	2	14,500	18,484
	3	15,100	18,484
	3A	16,064	21,152
	4	16,400	21,152

Cont° d.

<u>Title</u>	<u>Level</u>	<u>6/30/84</u> <u>Minimum</u>	<u>6/30/84</u> <u>Maximum</u>
CUNY Administrative Asst	1A	18,800	25,386
	1B	19,400	25,386
	1C	20,111	25,386
	2	22,500	28,602

I. Service Increases - New Gittleson Titles

Employees in the titles and levels indicated below shall receive service increases added to base salary on the first day of the quarter following completion of ten, fifteen, twenty, or twenty-five years of total service in a "Gittleson" and/or "new Gittleson" title. The salary plus service increase shall be equal to the rates indicated in the table below. Periods of leaves of absence without pay shall not be credited towards the time needed to qualify for such increases. Service in New York City Clerical titles that were reclassified to "Gittleson" titles in Community Colleges prior to 1966 shall be credited as Gittleson service.

<u>Title, Level</u>	Rates based upon Years of			
	<u>Service</u>			
	<u>10 Yrs</u>	<u>15 Yrs</u>	<u>20 Yrs</u>	<u>25 Yrs</u>
CUNY Off Asst/Sec Asst (Level 3)	15,500	15,900	16,400	17,000
CUNY Off Asst/Sec Asst (Level 3A)	16,375	16,675	17,000	17,000
CUNY Off Asst/Sec Asst (Level 4)	16,800	17,200	17,700	18,200
CUNY Administrative Asst (Level 1C)	20,511	20,911	21,411	21,911

J. Promotion-Advancement Guarantee

1. An employee when promoted to CUNY Administrative Assistant, Level 1A, shall receive either the indicated minimum basic salary for that title or the rate received or receivable in the CUNY Office Assistant or CUNY Secretarial Assistant title, plus the promotion guarantee, whichever is greater. The promotion guarantee shall be \$665 as of the June 30, 1984, and is to be adjusted by the percentage increases of the MCEA.

If the addition of the promotion guarantee to an employee's prior rate results in a salary higher than the Level 1A or 1B rate for CUNY Administrative Assistant, the employee shall remain at such salary (plus any applicable MCEA adjustment) until, following 12 months at Level 1A or 25 or 30 months at Levels 1A and 1B combined (whichever is applicable pursuant to section 3C (2) above), a higher salary rate for the next higher level shall take effect.

2. An employee when assigned to a higher level within a "new Gittleson title" shall receive for the period of such higher level assignment, except as provided otherwise in section D above, either the indicated minimum basic salary of the assigned level or the rate received or receivable in the former assignment level plus the Advancement Guarantee specified below, whichever is greater. An assignment to a higher level shall not be considered a promotion.

<u>Title - Level</u>	<u>Advancement Guarantee</u>
CUNY Off Asst/Sec Asst (Level 4)	\$520
CUNY Administrative Asst (Level 2)	\$750

The Advancement Guarantees indicated are as of June 30, 1984 and are to be adjusted by the percentage increases of the MCEA.

K. Effect of Reclassification on Individual Salaries

Gittleson title employees who are reclassified shall have salary rates computed on the basis of paragraphs F, G, H, I, and J of this Section 3. Any employee whose salary rate in a Gittleson title is above that of the new Gittleson title, including level and service increase indicated by such paragraphs, shall "convert" at his/her Gittleson title rate, plus general increases pursuant to the MCEA, until such time, if any, that the "new Gittleson" title rate would be greater, at which time such "new Gittleson" title rate shall apply. No salary shall be reduced as a result of reclassification from a "Gittleson" title to a "new Gittleson" title.

4. Revision of Job Descriptions

Duty and qualification requirements for "new Gittleson" titles shall be established to reflect the restructuring of the "Gittleson" titles. The operation of word processing equipment, electronic data processing terminals and equipment, and personal computers in the performance of

their duties shall be incorporated into such duty descriptions.

5. Revision of Statute

The Union and The University shall support the passage of any clarifying ammendment to Article 125, Sections 6210 and 6220, of the New York State Education Law that is consistent with this agreement, including the repeal of Sections 6210 and 6220.

6. 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.

Wherefore we have set our hands this twelfth day of March, 1986.

/S Francine Autovino 3/12/86

For Local 384

/S Bart Cohen 3/12/86

For District Council 37

/S Ira Bloom 3/12/86

For The University

MEMORANDUM OF AGREEMENT

Agreement entered into this 26 day of August, 1988, by and among The City University of New York (hereinafter "The University") and District Council 37, AFSCME, AFL-CIO on behalf of its affiliated Local 384 (hereinafter "The Union")

WITNESSETH:

WHEREAS, THE Union and the University have reached an agreement regarding modification of two Memoranda of Understanding between the parties, each dated the twelfth day of March, 1986, and wish to express that agreement in written form,

Now, Therefore, it is mutually agreed by and among the parties hereto as follows:

First: The Memorandum of Understanding dated March 12, 1986, regarding the restructuring of the Gittleson series titles, shall be modified as follows;

1. Effective July 1, 1987, section 3(c)2 shall be modified in order that movement from Level 1b to Level 1c of the title CUNY Administrative Assistant shall be after 25 months of service in Level 1 of that title, including 13 months of service at Level 1b.

2. Effective July 1, 1988, the minimum rates in effect for CUNY Administrative Assistants (Level 1c) who have completed 20 and 25 years of service shall be not less than \$750 greater than the minimum rate for employees in that title and level who have completed 15 and 20 years of service, respectively, i.e.:

20 year rate - \$27,494

25 year rate - \$28,244

3. Effective July 1, 1988, the maximum for positions at each college in the title CUNY Administrative Assistant-Level II shall be increased to 7% of the total number of "New Gittleson" title employees at that college.

Second: The University undertakes to assure that the number of filled Gittleson title positions in the University on September 30, 1990, shall be no less than thirteen point six percent (13.6%) of the number of full-time filled positions in the University on that date, and that in no case shall the number of Gittleson title positions be fewer than 2026. The thirteen point six percent (13.6%) figure shall not be interpreted as a cap on the number of positions that can be filled by employees in gittleson titles.

Third: For employees with 15 years of Gittleson title service on or before July 1, 1988, who received no salary adjustment upon conversion from an "old Gittleson" title to a "new Gittleson" title effective July 1, 1984, other than the 5% General Increase provided by the Coalition Economic Agreement and who remain in the same title and level to which they converted (Level 1a, 1b, and 1c of the CUNY Administrative Assistant title is considered the same level for this purpose), the 1987-90 White Collar Agreement shall include provision for a Special Adjustment effective July 1, 1988.

Such Special Adjustment shall be \$500 minus the difference found by subtracting 1.218 times the employee's salary on June 30, 1984 from the salary rate projected to be in effect for the employee on June 30, 1988.

Fourth The Memorandum Of Understanding dated March 12, 1986, regarding settlement of the lawsuit initiated by the Union shall be modified as follows:

1. Paragraphs "Third", and "Fourth" shall be replaced by a new paragraph "Third/Fourth", which shall read as follows:

"Third/Fourth"

No later than March 12, 1989, each position filled by an employee whose duties are found to be or both parties agree are not appropriate to the instructional staff titles High Education Aide or Assistant to Higher Education Officer at the time of the classification review shall be red-circled". When a position which has been "red-circled" is to be refilled, it shall first be reclassified to the title and level appropriate to the duties to be performed therein. In the event that, in the college's view, the anticipated duties are sufficiently different from the duties performed when the position was red circled so as to make the position no longer a "Gittleston" title position, the college shall supply a detailed description of the duties to the Office of Faculty and Staff Relations which shall, within 30 days from receipt of the description of duties, consult with a designated representative of the Union.

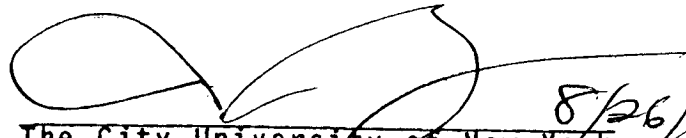
The remaining provisions of the March 12, 1988 lawsuit settlement agreement shall continue to be in full force and effect.

Fifth: Provisions corresponding to the above shall be included, as required, in the 1987-1990 White Collar Unit Agreement.

Wherefore, we have hereunto set our hands and seals this 26 day of August, 1988.



By: Martin D. P. D.
District Council 37, AFSCME/AFL-CIO


The City University of New York 8/26/88

Francis Antonelli
Local 384

The City University of New York

Office of the Vice Chancellor for Faculty and Staff Relations

535 East 80 Street, New York, N. Y. 10021

(212) 794-5518

MEMORANDUM OF UNDERSTANDING

Agreement entered into by and between The City University of New York (hereinafter the "University") and District Council 37, AFSCME, AFL-CIO on behalf of Local 384 (hereinafter "The Union").

WHEREAS, the University and the Union (hereinafter "the parties"), have reached a mutual understanding and agreement regarding the intention of the University to allow the clerical/administrative employees represented by Local 384 (hereinafter "Gittleson" titles) to participate in CUNY's 1999 Early Retirement Incentive (ERI) program; and

WHEREAS, such participation in the 1999 ERI is contingent upon the agreement of the parties as set forth below;

NOW THEREFORE, it is mutually agreed by and among the parties hereto as follows:

- FIRST:** It is understood and agreed that all University employees in Gittleson titles represented by Local 384, who meet the eligibility requirements, shall be eligible to participate in the University's 1999 ERI, subject to the approval of the Board of Trustees and ratification by the membership of Local 384.
- SECOND:** It is understood and agreed that, in accordance with the 1999 ERI legislation, nothing herein will preclude the University from backfilling Gittleson positions reduced through participation in the ERI. It is further understood and agreed that the University will meet the revised minimum staffing requirements as set forth in paragraph "THIRD" below.
- THIRD:** It is understood and agreed that the minimum staffing requirement of 1792 positions (known as the "Gittleson Floor"), previously established by the March 21, 1993 Arbitration decision Case No. 13 390 00959 92, will be reduced to a new minimum staffing level of 1732 positions.

FOURTH: The University agrees that to the extent that participation in the 1999 ERI reduces the number of positions below 1732, the University will fill positions to the minimum staffing level of 1732, no later than June 30, 2000.

FIFTH: It is further understood and agreed that this Agreement constitutes the entire Agreement entered into by the the parties, and it cannot be supplemented, amended, or modified in any manner, except in writing by Agreement of the parties.

SIXTH: This Agreement shall be effective and binding only upon its execution by all the parties set forth below.

Dennis Sullivan 11/2/99
Agreed to on behalf of Date
District Council 37

Barbara Malone 11/2/99
Agreed to on behalf of Date
The City University of
New York

Esther Jackson 11/2/99
Agreed to on behalf of Date
District Council 37, Local 384

The City University of New York



Office of the Vice Chancellor for Faculty and Staff Relations

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

June 4, 1986

Mr. Louis Albano, President
Civil Service Technical Guild
Local 375, AFSCME/AFL-CIO
53 Park Place, 4th Floor
New York, N.Y. 10007

Mr. Martin Lubin
Mr. Bart Cohen
District Council 37, AFSCME/AFL-CIO
125 Barclay Street
New York, N.Y. 10007

Gentlemen:

We have carefully reviewed the revised positions put forth by you in our discussions of May 5 and 27, 1986, and reconsidered the earlier positions as set forth in the September 12, 1985, February 13, 1986, and May 14, 1986 documents, in the light of your new concerns. We are now prepared to make a final best offer, which we believe is a reasonable basis for agreement at this time.

As you know, there have been significant and substantive recent gains in the salaries of the CUNY employees you represent. These salary advances were put into effect as a good faith reflection of the fact that, since September, 1985, we were in evident agreement on all but a few minor details.

As I am sure you also realize, the next round of bargaining is not far off, and it will provide an appropriate opportunity to discuss any continuing concerns, such as the possibility of an additional sub-level, in the light of actual experience with the new titles.

The University's final best offer is as follows:

1. Local 375 is recognized as the respective union representing the following titles as part of the Non-Instructional Clerical, Administrative, and Professional Bargaining Unit (CUNY White Collar Unit). These titles were established by The Board of Trustees of The City University of New York on June 24, 1985, to become effective on July 1, 1985:

Univ. Arch. Intern
Univ. Asst. Architect
Univ. Arch. Levels I, II, III
Assistant Chief Architect

Univ. Engineering Tech. Trainee
Univ. Engineering Technician
Univ. Engineering Intern
Univ. Asst. Engineer
Univ. Engr. Levels I, II, III
Assistant Chief Engineer

2. The salary rates for these titles and levels are summarized in the following table, and are based on the salary levels discussed previously as "pre-coalition" rates. The table applies the 1984-87 Municipal Coalition Economic Agreement (MCEA) to the titles that were restructured in accordance with our discussions. Rates for other titles created by the Board's resolution correspond to rates of the predecessor City titles, in accordance with the conversion chart below:

a) TABLE OF RATES-Restructured Titles

Title	Discussion & Computation Rates		Rates to be Paid	
	6/30/84 Minimum Maximum	7/1/84 Minimum Maximum	7/1/85 Minimum Maximum	7/1/86 Minimum Maximum
Univ. Arch. Level I	28,673	30,107	31,541	33,261
Univ. Eng. Level I	36,110	37,916	39,722	41,889
Univ. Arch. Level II	34,090	35,795	37,500	39,545
Univ. Eng. Level II	41,185	43,244	45,303	47,774
Univ. Arch. Level III	38,135	40,042	41,949	44,237
Univ. Eng. Level III	44,956	47,204	49,452	52,149
Assistant Chief Arch.	41,000	43,050	45,100	47,562
Assistant Chief Eng.	47,000	49,350	51,700	54,520

b) CONVERSION CHART- Other New Titles

CITY TITLE	CUNY TITLE
Architectural Intern	Univ. Architectural Intern
Assistant Architect	Univ. Assist. Arch.: Levels I & II
Architect	Univ. Arch.: Level I, II, & III
Engineering Technician Trainee	Univ. Engr. Technician Trainee
Engineering Technician	Univ. Engineering Technician
Assistant Engineer	Univ. Assist. Engr.: Levels I & II
Engineer	Univ. Engr.: Level I, II, & III

c) TRIAL PERIOD - An employee assigned to Level II or Level III of a CUNY title shall serve a trial period of 36 months in that level, after which he or she may be assigned duties of a lower level but his or her salary may not be reduced. CUNY service in a corresponding City title, as defined in Section 2b above, or CUNY service in the City title Administrative Architect or Administrative Engineer shall be credited towards the 36 month trial period.

d) ASSIGNMENT AND ADVANCEMENT INCREASES - Upon movement from level to level or from title to title, an employee shall receive the minimum salary of the new level or title, or the salary received or receivable in the prior title plus the increase indicated in the following table, whichever is higher.

<u>Advancement or Assignment To Title or Level</u>	<u>Advancement or Assignment Increase Effective 7/1/85</u>	<u>Advancement or Assignment Increase Effective 7/1/86</u>
Univ. Assistant Arch Level I Univ. Assistant Engr Level I	\$ 922	\$ 972
Univ. Assistant Arch Level II Univ. Assistant Engr Level II	1016	1071
Univ. Engr. Tech Level II	700	738
Univ. Architect Level I Univ. Engineer Level I	1016	1071
Univ. Architect Level II Univ. Engineer Level II	1208	1274
Univ. Architect Level III Univ. Engineer Level III	1272	1341
Assistant Chief Architect Assistant Chief Engineer	1350	1424

3. a) The Equity Review Panel award for New York City Engineering and Architectural titles, pursuant to the 1984-1987 Municipal Coalition Economic Agreement, shall apply to employees in the successor University Architectural and Engineering titles, in the same manner as applicable to the City titles, based upon the years of service in the University Architectural and Engineering titles. Future changes, if any, in the nomenclature of City titles shall not be construed so as to change the intent of this section.

b) Any CUNY employee in the title University Assistant Architect or University Assistant Engineer who was converted from the New York City title Assistant Architect or Assistant Engineer shall receive any longevity differential he or she would have received had he or she remained an Assistant Architect or Assistant Engineer.

c) Any CUNY employee who was receiving a service increase in a City title prior to reclassification to a CUNY title on July 1, 1985, shall receive a service increase adjustment equal to the service increase adjustment, if any, contained in the 1984-87 Equity Review Panel Award, cited in Section 3.a above, for the City title in which such employee served prior to reclassification.

d) Any CUNY employee in the title University Architect or University Engineer (Level I, Level II, or Level III), or in the title University Assistant Chief Architect or University Assistant Chief Engineer, who is already receiving a Service Increase, shall be paid no less than the salary, including service increase, that he or she would have received had he or she remained in the New York City architectural or engineering title from which he or she converted. Any adjustment to the service increase provided by the 1984-87 Equity Panel awards shall be included in such computation.

4. a) The University shall establish a Level II in the titles University Assistant Architect and University Assistant Engineer.

b) The salary schedule for Level II of the Assistant titles shall be that of University Architect/University Engineer, Level I.

c) Although the duties of the employees in the Assistant titles shall overlap those of the full University Architect and Engineer titles, no University Assistant Engineer or University Assistant Architect shall supervise a University Engineer or University Architect. Assignment of personnel in the Assistant titles to duties equivalent in scope and complexity to those of the full University Architect and University Engineer titles is a management prerogative.

d) Persons who have performed satisfactorily for one year or more in a University Assistant Architect or University Assistant Engineer title in a Level II position, and who subsequently become licensed as Professional Engineers or Registered Architects by the New York State Department of Education shall automatically mature to the title University Architect or University Engineer. Any person in such a situation who has served for less than one (1) year in a Level II position at the time he or she becomes licensed or registered shall automatically mature upon satisfactory completion of one (1) year of Level II service.

Please indicate your concurrence with this proposal by executing the signature lines below and returning this letter to me.

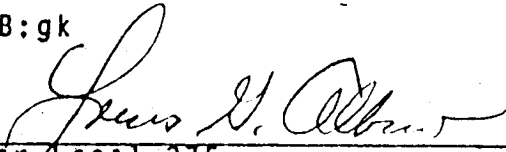
Sincerely,



Ira Bloom
Vice Chancellor

6/11/86

IB:gk



For Local 375

6/11/86
Date



For District Council 37

6/11/86
Date

AGREEMENT

AGREEMENT entered into this 11th day of April, 1984, by and between District Council 37, and its affiliated Local 1407, AFSCME, AFL-CIO and the City University of New York that upon the establishment of the College Accountant series, the titles College Accounting Assistant and College Accountant (Levels I, Ia, II, III, IV) will be accreted to the Non-Instructional Clerical, Administrative and Professional collective bargaining unit. The following sets forth the parties' agreement regarding terms and conditions of employment in the College Accounting Assistant and College Accountant (Levels I, Ia, II, III, IV) titles:

A. College Accounting Assistant:

1. The current maturation process from Assistant Accountant to Accountant will be retained only for present permanent incumbents and probable permanent incumbents in continuous service with the University.
2. Entry to the College Accounting series titles shall be by means of promotional examination from College Accounting Assistant and, under appropriate circumstances, by open competitive examination.
3. Longevity differentials in effect as of December 31, 1983 for qualifying incumbents employed as of December 31, 1983 in the Assistant Accountant title only will be continued. Longevity differentials for new hires in the College Accounting Assistant title will not be established.

B. College Accountant (Levels I-IV):

1. Employees serving in Level I shall be advanced to Level Ia after five (5) years of satisfactory service at Level I.
2. Movement between levels (except from Level I to Ia) shall be by administrative designation.
3. (a) An employee who has satisfactorily completed the one-year probationary period of service at any level or levels in the title College Accountant shall have permanent status in such title.
 (b) During the first 36 months of service in a Level II, III, or IV assignment, an employee may be reassigned to a lower assignment, with a concomitant reduction in salary, if he/she has received an unsatisfactory performance evaluation.

(c) An employee who satisfactorily serves for a 36-month period in a Level II, III or IV assignment may be assigned duties of a lower level but shall continue to receive the salary of the higher level, and may only be removed from such level for cause in accordance with the disciplinary procedures set forth in Article XXVI of the CUNY Non-Instructional Clerical, Administrative and Professional Agreement (hereinafter referred to as the "White Collar Agreement").

4. Any College Accountant assigned to supervise a clearly differentiated major accounting unit, which shall be defined as a unit of 6 or more persons in the Accounting or College Accounting series, shall be given an Assignment Level determined as follows:

- (a) if three or more persons to be supervised are College Accountants Level I the supervisor shall be at least Level II;
- (b) if three or more persons to be supervised are College Accountants Level II the supervisor shall be at least Level III.

Assignment levels indicated by this Section shall not be interpreted to preclude any other assignment consistent with the specification for the title and level.

5. Any present permanent incumbent civil service accountant reclassified to the College Accountant title shall retain any assignment differentials, service increments, and longevity differentials already earned in the predecessor title as of the date of the conversion. Assignment differentials and service increments for the title College Accountant will not be established.

6. Longevity differentials are to be granted in the amount of \$1,000 per annum upon the completion of 12 years of satisfactory service in the title College Accountant at Level II and above. Service in the predecessor title, Associate Accountant, shall be credited toward meeting the 12-year service requirement.

7. Salaries, Advancement and Level Increases

College Accounting Assistant: \$17,179 - \$21,521

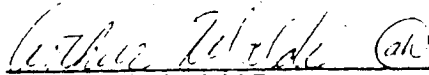
College Accountant	:	\$19,402 - \$39,900
		<u>Minimum Salary</u>
Level I		\$19,402
Level Ia		\$21,402
Level II		\$23,922
Level III		\$25,920
Level IV		\$28,000 - \$39,900

From College Accounting Assistant to College Accountant: either the indicated minimum salary for College Accountant or the current salary as College Accounting Assistant plus \$750, whichever is greater.

College Accountant: when assigned to a higher level within the title, an employee shall receive either the indicated minimum salary for the new level or the current salary of the present level plus the level increase specified below, whichever is greater.

- Level I to Level II - \$750
- Level II to Level III - \$800
- Level III to Level IV - \$850

 4/11/84
 For City University

 (alc)
 For Local 1407


 For District Council 37



Office of the Vice Chancellor for Faculty and Staff Relations

535 East 80 Street, New York, N. Y. 10021

212/794-5353

February 24, 1986

Mr. Arthur Tibaldi, President, Local 1407
Mr. Martin Lubin, Deputy to the Associate Director
District Council 37, AFSCME
125 Barclay Street
New York, N.Y. 10007

Gentlemen:

I write to confirm the understandings we reached during our discussion of December 19, 1985, regarding The City University of New York titles represented by Local 1407 -- College Accounting Assistant and College Accountant.

1. We have agreed that the number of conversions and appointments to new College Accountant positions, both filled and projected to be filled, as outlined by CUNY at our meeting of October 15 1985, brings CUNY into substantial compliance with the timetable we have agreed upon based on Arbitrator Ornati's award. We made all 28 conversions or new appointments by February 1, when two (2) College Accounting Assistants attained their degrees and were promoted to College Accountant. In addition, CUNY anticipates that several additional College Accountant positions will be developed by the end of this fiscal year.

2. We have agreed that it is appropriate to promote both Mr. Nicholas Saccone at the College of Staten Island and Mr. Teodoro Rodriguez at Bronx Community College to the title College Accountant on the basis of their current permanent status in the title College Accounting Assistant and of their having passed the New York City promotion examination for the title Accountant. These promotions will be expedited. These personnel actions will mark the last time CUNY contemplates using any competitive list that is certified by the New York City Department of Personnel for an accounting title, other than the CUNY titles College Accounting Assistant and College Accountant.

3. We have agreed that the job specifications for College Accountant are to be amended immediately to provide explicitly for supervision at Level II. The revised specifications, drafted by CUNY and reviewed by us at the December 19 meeting, are to be the basis of the new specifications, except that, at your suggestion, we will provide that if a Level II College Accountant supervises one or more Level II College Accountants, the supervisor must receive a salary no lower than the salary he or she received prior

to the assignment of supervisory duties involving Level II College Accountants plus the promotion guarantee for Level III. The maximum salary of the title shall not be a bar to the payment of such salary to the supervisor.

4. We have agreed that those persons who were originally reclassified from the New York City title Accountant or Associate Accountant to College Accountant Level II and who have grieved that such assignment level is inappropriate (under the specifications now to be modified by paragraph 3 above) because they perform supervisory duties, will be reclassified to Level III. They will receive the advancement increase for Level III effective the respective date each of the grievances was filed. We agreed that such action will resolve each such grievance filed prior to the date the specifications are amended.

5. We agreed to the following provisions, which may be grouped under the heading "Equity":

a) Any CUNY employee in the title College Accounting Assistant who was converted from the New York City title Assistant Accountant shall receive any longevity differential he or she would have received had he or she remained an Assistant Accountant. Paragraph A.3. of the April 11, 1984, agreement between Local 1407 (DC 37) and CUNY is to be modified to reflect this change.

b) Any CUNY employee in the title College Accountant at Level I or Level II, who is already receiving a Service increase pursuant to paragraph B.5. of the April 11, 1984, agreement between Local 1407 (DC 37) and CUNY, shall be paid no less than the salary, including service increase, that he or she would have received had he or she remained in the New York City title from which he or she converted: Accountant or Associate Accountant. Any adjustment to the service increase provided by the 1984-87 Equity Panel awards shall be included in such computation. [Paragraph B.5. of our April 11, 1984, agreement is to be modified to reflect this change].

Increase of salary (including service increase), if any, paid pursuant to this provision shall not result in a salary rate at Level 1A greater than the rate that would have been paid in Level 1A absent this provision.

c) The following shall apply to any person now serving in the title College Accountant who had served in the New York City titles Assistant Accountant, Accountant, Senior Accountant, or Associate Accountant prior to appointment to a title in the HEO

or Business Manager series.

1. Service in the HEO or Business Manager series title of less than one (1) year shall be bridged, that is, it shall not be credited but neither shall it break the continuity of accounting title service.

2. The person so serving shall be given credit for the prior New York City Accounting title service for service increase purposes only if his or her present salary, including any service increase received in the College Accountant title, is less than the salary he or she would be receiving had he or she remained in the last New York City Accounting title held prior to his or her HEO or Business Manager series appointment. In such case, his or her salary shall be adjusted to equal the salary that would have been paid.

3. The prior New York City Accounting title service will be credited for salary purposes as specified above and only such other purposes as may be required by applicable rule, regulation, or law.

6. We have, at your request, reviewed the status of the people currently serving in the College Accountant title who passed the promotion examination for the New York City title Associate Accountant. We find that all but one of these persons has already been advanced to Level II.

7. CUNY has examined the number of College Accountant title positions allocated to Level IV. We find that there is great likelihood that additional positions at this level will be identified and filled within the next several months. One position is at John Jay College; another, involving the possible reassignment of duties, is at Brooklyn College. We have agreed that where a change in assignment level is the result of a change in duties, an advancement increase is appropriate.

8. It is our understanding that the relevant portions of these agreements, as well as the April 11, 1984, agreements, will be incorporated into the 1984-87 White Collar unit agreement.

It is our further understanding that this letter, together with the April 11, 1984 agreements, resolves all of the outstanding issues between us regarding the CUNY titles represented by Local 1407 -- College Accounting Assistant and College Accountant. If you concur, please sign the copy of this letter and return it to me.

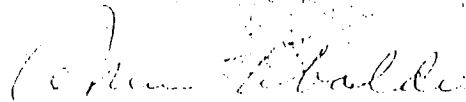
I am pleased that we have been able to resolve all of the outstanding issues, and I look forward to a continuing cooperative relationship.

Sincerely,



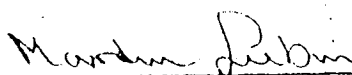
Ira Bloom
Vice Chancellor

IB:ELR:gk



For Local 1407

Arthur Tibaldi, President



For DC 37

Martin Lubin, Deputy to Associate Director

c: Mr. Guido Menta
Dean Marilyn Magner
Mr. Samuel Phillips
Mr. Eugene Reiser



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 10/16/01

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

INDEX

Absence Without Pay	35, 63
Additional Compensation Fund (ACF)	8, 9, 29, 30, 34, 35
Advancement	8, 10, 11, 23, 42, 83, 84
Advancement Increase	8, 10, 11, 23
Agency Shop	5, 93
Agreement, Term of	1
Air-conditioned Facility	61, 62
American Arbitration Association	103, 104, 108
Annual leave	35, 43, 52 - 54, 57 - 59, 63, 64, 67, 71, 88, 91, 92
Annual Leave Allowance	53, 67
Arbitration	52, 64, 65, 103-105, 107-109
Assault	
disabled due to	57
Assignment differential	10, 33, 34
Audit	33, 39
Basic Salary Rate	
not reduced upon promotion	28, 73, 79
Benefits	4, 6, 10, 34 - 40, 58 - 60, 78, 91
Bereavement Leave	64
Break in Service	11, 31, 54
Bulletin boards	
posting on	7
Burden of Proof	104
Car Allowance	70
Chancellor's Designee	104
Change in Rate of Compensation (adverse)	72
Change in Title	72
Check-off	5, 6
Child Care Leave	63, 64
City Service	
defined	32
Citywide Contract	69
Civil Service Commission	35, 79, 103-105, 107
Civil Service Law	4, 32, 41, 65, 78, 79
COBRA	69, 91
College Accountant	94
College Accounting Assistant	94
College Assistant	10, 39
Welfare Fund Cap	40
Compensatory Time	46 - 52, 54, 59, 71
Confidential Positions	4
Continuous Service	31, 79, 80, 101
CUNY Administrative Assistant	84
CUNY Office Assistant	33
CUNY Secretarial Assistant	33
Death	59, 60, 64

job related	60, 64
Definitions	2, 107
Disability	6, 55, 57, 69, 72, 73, 97
proof of.....	55
retirement.....	73
Disciplinary	39, 41, 58, 75, 77, 83, 101-105
action	58
measures	41
procedure.....	101
Dues	5, 6
Duties at a higher level than employed.....	90
Early Dismissal Due to Heat.....	61
Early retirement	78
Education Differential	8, 34
Educational Opportunities	41, 42
Electronic Data Processing.....	96
Eligibility for Reinstatement	80
Emergency	
closing.....	60, 93
situation	51
Employee	
definition	3
representatives	7
Equity	30
Evaluations.....	75, 83, 85
Excluded.....	4, 5, 110
Failure of Public Transportation.....	60
Federal Fair Labor Standards Act.....	51
Financial Emergency Act.....	111
Five-hundred (500) hour threshold	63
Functional transfer.....	71
Garnishments	73
General Increases	8 - 11, 32, 36
Gittleson	21
Grievance Procedure.....	61, 84, 86, 90, 107, 109, 110
Health and Security Benefits	6
Health Insurance	6, 38, 39, 69, 90 - 92
Holiday leave bank	66
Holidays.....	45 - 47, 66
Hours of Work	46, 67, 91 - 93
Human Resource Director	43, 55, 56, 60, 63, 64
Identification Cards.....	71
Immediate family defined.....	64
Incompetency	102
Interest on Wage Increases.....	73
Involuntary Transfer.....	71
Job Abandonment.....	104
Job Security.....	6, 52, 78, 79, 83

Job Specification	34, 42, 76, 107, 110
Jury duty.....	90
Labor-Management Committee.....	77, 87
Lateness.....	60
Layoff	6, 52, 78, 79, 83
Layoff order	79
Layoff Unit.....	78, 79
Leave accrual rates	53
Leave of Absence.....	6, 11, 57, 58, 64, 79, 83
Leave Regulations.....	64
Leave Without Pay	101
Legal Services Benefit.....	37
Legislative Action	100
Light Duty Assignment	72
Listing of Employees	6
Longevity Differential.....	28 - 30, 71, 94
Longevity Increment	29 - 31
Lump sum	
for annual leave	52, 63
Lunch hour	7
Management rights.....	98
Managerial.....	4
Maximum.....	8
Maximum Consecutive Work Hours	51
Maximum Salary	
not bar to payment.....	8, 9, 33
Mayor's Executive Order	5, 59
Meal Allowances	48 - 50, 62, 72
Medical Documentation	56, 57
Medical Examinations	58, 59, 72
Meeting and Conferring.....	78
Mentally Disabled	80
Military leave	35
Minimum.....	9
Misconduct	80, 92, 101, 102
No Strike Pledge	99
Non-Competitive Layoff Procedures.....	79
Nondiscrimination	97
Notice of Vacancies.....	76
Occupational Safety and Health	77
Office of Faculty and Staff Relations	6, 82, 83, 103, 109
One in three selection	84
Orientation.....	6, 42, 97
Out-of-town Assignments	50
Overpayment.....	72
Overtime.....	28, 46 - 51, 66, 67, 71, 73, 80
Overtime Cap	49

Part-time.....	8
Part-time employee	
defined	3
Paycheck is Lost	74
Paycheck stubs	71
Paychecks	
withholding of.....	73
Performance Standards.....	41, 42
Personnel and Pay Practices	71
Personnel File	75
Physically Disabled.....	55, 80
Preferred Eligible List	83
Preferred List.....	6, 32, 78 - 80, 83
President	3, 34, 48, 50 - 52, 57, 58, 61, 72, 108
Productivity.....	41
Promotion	5, 8, 11, 23, 33, 72, 73, 76, 82, 83
Provisional Employees	
disciplinary rights	101
Reclassification	5, 21
Reimbursement	34, 72
Release of Paychecks	72
Requests for Annual Leave	52
Respective union.....	3
Rest period	88
Retirement.....	4, 38, 60, 61, 69, 73, 78
Retraining.....	78
Retrenchment Unit.....	78, 79
Return to Former Title	76
Right to review of a decision to terminate.....	92
Salary	8, 10 - 36, 49, 71 - 73, 79, 80, 90, 94 - 96
Security of Employees.....	77
Seniority	6, 78, 79, 82
Service	27
Service Increment.....	27, 28, 71
Sexual Harassment	97
Shift	46 - 48, 51, 67, 86, 93, 98
Sick leave	35
Sick Leave	
ill family member	55
Sign Language Interpreters.....	39
Standby	51
Stand-by time	48
Summer Work Week	61
Supervisory Responsibility	41
Suspension Without Pay	39, 79, 80, 101, 102
Terminal Leave.....	61
Terminate	92
Time and Leave.....	52, 66

Time and Leave Variations.....	66
Time Limit.....	52, 71, 83, 86, 102 -109
Title Not Previously Covered	39
Training Funds	33
Transfer	5, 71, 73, 78, 82 - 86, 91, 93, 98
Transfer Request.....	82
Transfer Roster	82 - 85
Transfer sequence	78
Trial Period for Transferred Employees.....	86
Tuition Waiver	42, 43
Undocumented Absences	
limit on	55
Uniform Allowance	10, 35
Union Recognition	2
Union Rights.....	5
Unit Designation	2
University Architect.....	95, 96
University Director of Human Resources.....	52, 64, 82
University Engineer	95
University Premises	
use of	7
Unscheduled Holidays.....	45
Voluntary Transfer	82
Welfare Fund.....	37
Work week.....	8
Worker's Compensation	35
Written Reprimands.....	101