

COLLECTIVE BARGAINING AGREEMENT

Between

UNITED FEDERATION OF TEACHERS

LOCAL 2, AFT, NYSUT, AFL-CIO

AND

THE BLOCK INSTITUTE

FOR THE PERIOD

January 1, 2007 to June 30, 2010

EXECUTED BY THE PARTIES: December __, 2008

ARTICLE I

RECOGNITION AND UNION SECURITY

Section 1 THE BLOCK INSTITUTE, hereinafter referred to as the Employer, recognizes the UNITED FEDERATION OF TEACHERS, LOCAL 2, AFT, NYSUT, AFL-CIO, hereinafter referred to as the Union, as the exclusive bargaining agent of its employees employed on a regular and permanent basis for at least 15 hours per week and who are employed in the Employer's School, Adult Day Services or Vocational Services Divisions in the following job classifications: Teachers, Group Leaders, and Table Supervisors (not a supervisory position as in the meaning of the Taft-Hartley Act), Teacher Aides, Teaching Assistants, Assistant Group Leaders, Physical Education Teachers, Special Education Itinerant Teachers, Social Worker Assistants, Certified Social Workers, Masters Level Social Workers, Music Therapists, Reading Therapists, Speech Therapists, Art Therapists, Masters Level Art Therapists, Physical Therapists, Physical Therapy Assistants, Assistant Music Therapists, Psychology Assistants, Masters Level Psychologists, Certified School Psychologists, Certified Occupational Therapist Assistants, Occupational Therapists, and all additional therapists who are not supervisors within the meaning of the Act.

Section 2 (a) In the event new job classifications shall be created, the Employer shall consult with the Union whether such classification shall be covered by this Agreement.

(b) All staff members who do not supervise other staff members shall be included in the Union.

Section 3 (a) It shall be a condition of employment that all Employees in the bargaining unit covered by this Agreement who are members of the Union in good standing on the effective date of the Agreement shall remain members in good standing.

(b) Those Employees in the bargaining unit who are not members on the effective date of this Agreement shall on the thirtieth day following the effective date of this Agreement become and remain members in good standing in the Union.

(c) It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its effective date shall, on the completion of thirty (30) days of employment, become and remain members in good standing in the Union.

(d) The Union shall not call upon or require the Employer to discharge or otherwise discriminate against any Employee except in compliance with law and this Agreement.

Section 4 Upon receipt by the Employer of a registered letter from the Union requesting the discharge of any Employee on the ground that he has failed to meet the requirements of Section 3 of this Article, and provided that the Union has twice previously provided the Employee with written notice of his failure to comply with Section 3 of this Article, the parties agree to act as follows:

(i) If the Employer does not object, the Employee shall be discharged within ten (10) days of the receipt of the registered letter, unless the Employee complies with the provisions of Section 3 prior to the expiration of the ten (10) day period.

(ii) If the Employer objects, the matter shall be submitted to arbitration for a final and binding determination. If the arbitrator finds that the Employee has not met the requirements of Section 3 of this Article, the Employee shall be discharged ten (10) days after the Employer has been notified of the arbitrator's determination, unless the Employee complies with the provisions of Section 3 prior to the expiration of the ten (10) day period.

Section 5 The Union shall hold the Employer harmless from any liability arising from the discharge of any Employee in the bargaining unit at the request of the Union pursuant to the provisions of this Article.

Section 6 (a) The Employer shall deduct Union membership dues from the salaries of the members of the Union, provided that the Employee has executed a document in accordance with applicable law authorizing such deduction.

(b) The deductions shall be made by the Employer by the second payroll of each month and shall be mailed to the Union within fourteen (14) days of the deductions.

ARTICLE II

DEFINITIONS

Section 1 Employee. "Employee" shall mean all employees in the bargaining unit, unless otherwise provided.

Section 2 School Employee. "School Employee" shall mean any Employee who is employed as a Teacher, Teaching Assistant, Teacher Aide, or Physical Education Teacher.

Section 3 Adult Day Services Employee. "Adult Day Services Employee" shall mean any Employee who is employed as a Group Leader or Assistant Group Leader.

Section 4 Vocational Services Employee. "Vocational Services Employee" shall mean any Employee who is employed as a Table Supervisor.

Section 5 Clinician. "Clinician" shall mean any Employee employed as a Social Worker Assistant, Masters Level Social Worker, Certified Social Worker, Assistant Music Therapist, Music Therapist, Reading Therapist, Speech Therapist, Physical Therapist Assistant, Physical Therapist, Psychology Assistant, Masters Level Psychologist, Certified School

Psychologist, Certified Occupational Therapy Assistant, Occupational Therapist, Art Therapist, Masters Level Art Therapist, or in any other therapist position.

Section 6 Days. "Days" shall mean working days.

Section 7 Unit. "Unit" shall mean bargaining unit.

Section 8 Employer. "Employer" shall include the School, Adult Day Services and Vocational Services Divisions.

Section 9 Seniority. Unless otherwise provided herein, "Seniority" shall mean total service by an Employee in the job classification in which (s)he serves.

ARTICLE III

SALARY SCHEDULES

Section 1 Salary Increases. During the term of this Agreement, each Employee (including Employees on leave who return to work at or before expiration of leave, subject to any adjustment in seniority pursuant to the terms of this Agreement) shall receive a percentage increase to their annual salary as set forth below:

<u>Effective Date</u>	<u>Salary Increase</u>
7/1/07	3.00%
7/1/08	3.50%
7/1/09	3.50%

The July 1, 2007 salary increase shall be implemented and retroactive money due as a result thereof shall be paid no later than September 30, 2007. The July 1, 2008 and July 1, 2009 salary increases shall be implemented on the first pay date in July 2008 and July 2009, respectively.

Section 2 Any Table Supervisor, Teacher, Teaching Assistant or Teacher Aide who, as of September 1, 2007, is below the minimum annual salary for his/her job title shall have his/her annual salary increased to the greater of (a) the minimum annual salary and (b) 103% of his/her annual salary, retroactive to September 1, 2007, with any retroactive pay due by September 30, 2007.

Section 3 Any Group Leader or Assistant Group Leader who, as of January 1, 2008, is below the minimum annual salary for his/her job title shall have his/her annual salary increased to the greater of (a) the minimum annual salary (pro rated as necessary to reflect the difference in the Group Leader or Assistant Group Leader's work schedule and the work schedule of a Group Leader or Assistant Group Leader hired after January 1, 2008, as set forth in

Article IV and (b) 103% of his/her annual salary, retroactive to January 1, 2008, with any retroactive pay due by June 30, 2008.

Section 4 Summer Work and Pay for School Employees. All School Employees, except as otherwise agreed to in writing by the parties, are required to work the Summer Session (unless on an approved leave of absence) and shall be paid their annual salary in twenty-four (24) equal semi-monthly installments in accordance with this Article III (Salary Schedules).

Section 5 Salary Adjustment for Additional Hours. Effective September 1, 2007 and payable no later than September 30, 2007, Table Supervisors and School Employees shall receive a pro rata adjustment to reflect the new work schedules agreed to by the parties as set forth in Article IV.

Section 6 Special Education Itinerant Teachers (“SEITs”) shall receive a wage of \$45 per hour.

Section 7 Employees hired on or after April 1 of any year will remain at the same rate until July 1 or September 1 (as applicable) of the following year.

Employees who go on leave shall, upon returning from leave, have their date of hire for purposes of calculating salary under this Article adjusted as provided in Article VII, Section 4(e).

Section 8 Employees (except SEITs) who have completed eight (8) years of service with the Employer shall receive a single payment of \$500 per year. Employees (except SEITs) who have completed ten (10) years of service with the Employer shall receive a single payment of \$750 per year. Employees (except SEITs) who have completed fifteen (15) years of service with the Employer shall receive a single payment of \$1,250 per year. Employees (except SEITs) who have completed twenty (20) years of service with the Employer shall receive a single payment of \$1,500 per year. Should an Employee leave before the end of a full year, payment will be pro-rated (based on a ten month year for School Employees who do not work the Summer Session and a twelve month year for all other Employees) and shall be conditioned upon the completion of an entire month.

All Employees except School Employees shall be eligible for the longevity payments if they have completed the required years of service on or before July 15th. Payments shall be made by July 31st.

School Employees shall be eligible for the longevity payments if they have completed the required years of service on or before September 15th. Payments shall be made by September 30th.

Section 9 Any teacher replacing an individual teacher for thirty (30) days or more or serving in a regular part-time position shall be paid on the regular salary schedule retroactive to the first day of employment.

Section 10 Any Employee (except Clinicians and SEITs) who has or secures a Master's degree shall receive an educational differential of \$4,500 per year payable beginning the first day in September or February immediately following the date on which the degree is conferred. The payment of this differential is conditioned upon submission by the Employee of proof of possession of the degree.

Section 11 Teacher Aides and Teaching Assistants shall not be assigned to serve in the position of teacher-in-charge.

Section 12 Teacher Aides shall attend and be compensated at their regular rate for attending the first open school night of each year. Teaching Assistants shall attend and be compensated at their regular rate for attending both open school nights each year.

Section 13 When a full-time Teacher has been assigned a Teaching Assistant or Teacher Aide and the Teaching Assistant or Teacher Aide is absent for more than two consecutive scheduled days, such Teacher shall receive \$10 (ten dollars) additional compensation for each day unless a substitute Teaching Assistant or Teacher Aide is assigned as a replacement.

Section 14 Any monies owed to Employees must be paid within two pay periods.

Section 15 Each Employee shall receive his paycheck prior to his duty-free period on payday. Employees shall be paid semi-monthly on the 15th and on the last day of each month. If a scheduled payday falls on a weekend or holiday, payment will be made on the following workday with the following exceptions. If a scheduled payday falls on a Saturday or a Monday holiday and the preceding Friday is not a holiday then payment will be made on the preceding Friday, unless the Employer notifies the Union at least three days prior to the scheduled payday of delays in reimbursement from funding sources. Each paycheck will include wages for all work performed during the semi-monthly period ending seven calendar days prior to each payday. At the beginning of each fiscal year, the Employer will issue a calendar listing all paydays and days when additional payments (e.g. longevity) are due. Any additional payment of \$500 or more will be paid by separate check.

Section 16 School Employees shall not be docked more than 1/250 for each day absent in excess of leave entitlements, except that School Employees who do not work the Summer Session shall not be docked more than 1/215 for each day absent in excess of leave entitlements.

Section 17 An Employee moving to a higher job classification under the Agreement shall be entitled to be placed on the new salary schedule for the higher job classification reflecting an increase in salary. Such salary increase is to be effective from the first day the Employee works in the new job classification.

Section 18 Employees (except Clinicians and SEITs) shall be eligible for the following differential if they provide the Agency with evidence of having an Associate of Arts degree provided that at least half the credits required for the AA degree are health related, job related, or a combination thereof: \$350.

Section 19 All Employees shall attend In-Service Meetings. They shall be required to attend three meetings every two months. The In-Service Meeting shall be of a 45 minute duration.

Section 20 An applicant for the position of Teacher or Group Leader shall be given one year of credit (to a maximum of seven years) for purposes of calculating starting salary only for every two years of prior work experience the applicant has as a teacher or group leader in a facility similar to the Employer's.

Section 21 Any Speech Therapist who has or secures a Master's degree shall receive an educational salary differential of \$11,000 per year payable on the pay date following the first full pay period immediately following the date on which the Speech Therapist submits proof of possession of such a degree. Any Speech Therapist who has or secures a Certificate of Clinical Competency shall receive an additional educational salary differential of \$9,000 per year payable on the pay date following the first full pay period immediately following the date on which the Speech Therapist submits proof of possession of such a degree.

Section 22 The Employer, at its complete discretion, may increase by up to \$10,000 the salary of a Speech Therapist who has or secures a Certificate of Bilingual Proficiency.

Section 23 On any day when a Teacher's or Group Leader's absence necessitates that a class or group room be covered by a Teaching Assistant or Assistant Group Leader, the Employer shall select one Teaching Assistant or Assistant Group Leader to be a Special Teaching Assistant or Special Assistant Group Leader for that day. The Employer shall base its selection on relevant criteria, including demonstrated ability to fulfill the leadership role of the Special Teaching Assistant or Special Assistant Group Leader, past performance, experience and seniority. A Teaching Assistant and Assistant Group Leader shall receive \$30 additional compensation for each day of service as a Special Teaching Assistant or Special Assistant Group Leader.

Section 24 (a) The minimum starting salaries for Employees hired into the following positions shall be as follows:

<u>Position</u>	<u>Starting Salary</u>
Speech Therapist	\$29,000
Psychology Assistant	\$24,500
Masters Level Psychologist	\$32,500
Certified School Psychologist	\$40,000

Social Worker Assistant	\$28,500
Masters Level Social Worker	\$40,000
Certified Social Worker	\$44,000
Certified Occupational Therapy Assistant	\$32,000
Occupational Therapist	\$50,000
Physical Therapy Assistant	\$32,000
Physical Therapist	\$50,000
Art Therapist	\$30,000
Masters Level Art Therapist	\$36,000
Assistant Music Therapist	\$24,500
Music Therapist	\$30,000
Reading Therapist	\$30,000

(b) The Employer, upon prior notice to and discussion with the Union, may hire a Clinician at a starting salary higher than the minimum stated in the preceding paragraph.

(c) A Clinician (except Speech Therapists) shall not automatically advance to a higher level position by virtue of attaining any particular certification, academic or other credential. However, a Clinician who attains the requisite certification or credentials for a higher level position will be given priority by the Employer in the event there is an opening for such position, subject to any special requirements imposed at the Employer's discretion for that position and provided the Clinician is otherwise qualified for that position.

(d) Effective September 1, 2007, the minimum annual salary for Employees in the following bargaining unit titles are increased as set forth below:

<u>Position</u>	<u>Starting Salary</u>
Teachers	\$33,500
Teaching Assistants	\$17,000
Teacher Aides	\$14,000
Table Supervisors	\$15,000

(e) Effective January 1, 2008 and payable no later than June 30, 2008, the minimum annual salaries for persons hired after January 1, 2008 into the following bargaining unit titles are increased as set forth below:

<u>Position</u>	<u>Starting Salary</u>
Group Leaders	
• Bay 44 th Street	\$22,910
• Stillwell Avenue	\$24,900
• Bay Parkway	\$25,900

Assistant Group Leaders	
• Bay 44 th Street	\$14,320
• Stillwell Avenue	\$14,320
• Bay Parkway	\$15,000

The different minimum salaries for Group Leaders and Assistant Group Leaders reflect pro rata adjustments based on the work schedules by location for those positions, as set forth in Article IV below.

Section 25 The Employer shall apply for the OMRDD Health Care Initiative each year it is available. The Employer shall distribute payments, if any, to eligible Employees in accordance with the OMRDD Health Care Initiative. Under no circumstances will the Employer be responsible to make any payment or provide any benefit to Employees pursuant to the OMRDD Health Care Initiative except for payments and benefits actually received from OMRDD as a result of the Employer's application.

ARTICLE IV

WORKING CONDITIONS

Section 1 Program Schedule. The program schedule for the programs listed below shall be as follows:

- Vocational Services -- Monday through Friday, 8:30 am – 3 pm
- Pre School -- Monday through Friday, 8:45 am – 2:15 pm
- School Age -- Monday through Friday, 8:30 am – 2:30 pm

Section 2 Work Hours, Lunch Periods, and Daily Breaks. Subject to the provisions of Article IV, Sections 3 and 4, Employees in the titles and locations listed below shall have the following work hours, lunch periods, and daily breaks. Lunch periods shall be duty-free and shall not occur before 11 am. Unless otherwise indicated, all schedules are in effect from Mondays through Fridays:

(a) Adult Day Services - Stillwell Avenue

Group Leaders (hired before 1/1/08): 8am–3pm or 8:30am–3:30pm, one hour lunch, 10 minute break.

Group Leaders (hired after 1/1/08): 8am–3 pm, 45 minute lunch, 10 minute break.

Assistant Group Leaders (hired before 1/1/08): 8:30am–3pm, one hour lunch, 10 minute break.

Assistant Group Leaders (hired after 1/1/08): 9am-3pm, 45 minute lunch, 10 minute break.

(b) Adult Day Services - Bay 44th Street

Group Leaders (hired before 1/1/08): 9am–3:30 pm, one hour lunch, 10 minute break.

Group Leaders (hired after 1/1/08): 9am–3:30 pm, 45 minute lunch, 10 minute break.

Assistant Group Leaders (hired before 1/1/08): 9am–3pm, one hour lunch, 10 minute break.
Assistant Group Leaders (hired after 1/1/08): 9am–3pm, 45 minute lunch, 10 minute break.

(c) Adult Day Services - Bay Parkway

Group Leaders (hired before 1/1/08): 8:30am-3:30 pm, one hour lunch, 10 minute break.
Group Leaders (hired after 1/1/08): 8am–3 pm, 30 minute lunch, 10 minute break.
Assistant Group Leaders (hired before 1/1/08): 8:30am–3pm, one hour lunch, 10 minute break.
Assistant Group Leaders (hired after 1/1/08): 9am–3pm, 30 minute lunch, 10 minute break.

(d) Vocational Services

Table Supervisors: 8:30am–3:30pm, 45 minute lunch, 10 minute break.

(e) School Division

Teachers and Teaching Assistants: 8:30am–2:45pm (Monday, Wednesday, Thursday, Friday);
8:30am–3:30pm (Tuesday); 30 minute lunch.
Teacher Aides: 8:45am–2:15pm, two 10 minute breaks.
Physical Education Teachers: 8:45am–2:15pm, two 10 minute breaks.

(f) Clinicians

Clinicians in School Division: 8:30am–3:30pm; 30 minute lunch.

(g) The Employer may schedule shifts in the Daycare and Inclusion programs between 7:30 a.m. and 6:00 p.m., provided Employees agree to work these shifts.

(h) Employees may leave the Employer's premises during the duty free lunch period. Employees who leave the premises must sign out and sign back in.

(i) Each Adult Day Services Employee may be required to attend a quarterly staff conference after school, once each quarter. Such conference shall not continue beyond one hour and 15 minutes after the end of the Employee's regular workday. Each Adult Day Services Employee may be required to attend an after-school staff conference once every other week. Such conference shall not continue beyond one hour after the end of the Employee's regular workday.

(j) Employees shall not be required to attend more than two evening parent-teacher conferences each year, and shall not be required to conduct more than two open school days each year.

(k) Except as otherwise provided herein, any Employee who is directed to perform work by the Employer before or after his regularly scheduled shift or on a non-school day shall receive his pro rata rate of pay for each hour (s)he works.

(l) All Teachers shall receive three (3) clerical afternoons per work year with pay. During this period of time, the Teachers will have no student or client under their jurisdiction.

(m) Each Employee assigned to bus duty shall not be required to remain beyond one hour after the end of the Employee's regular workday. An Employee who does work bus duty beyond one hour after the end of his regular workday shall be paid for such time. The Chapter Chairperson shall not have bus duty.

(n) School Employees shall not be required to attend more than one faculty meeting per month. There shall be no more than one in-service meeting every two months. The duration of these meetings shall not exceed 45 minutes. Adult Day Services in-service meetings may also be used for group room supervision.

(o) No staff meetings shall be held in the employee lounges.

(p) A Teacher shall be paid for time spent, after that Teacher's regularly scheduled workday, conducting intake screenings with children (but not for preparing paperwork associated with those screenings).

(q) On a day when a Table Supervisor is absent without substitute, one other Table Supervisor may elect to work one half hour longer at the end of the workday with pro rata pay for that time.

Section 3 Reduction in Hours. (a) Beginning July 1, 1993, the Employer may reduce the hours of Employees by up to 1/2 hour per day with a proportionate reduction in salary. A reduction in hours may only occur if a government funding source reduces its funding to the Employer and the reduction in funding is not offset by an increase in funding from another funding source; the increase in funding must be intended as an allowance for the shortfall from the original funding source in order to avoid the applicability of the reduction in hours provision.

(b) The Employer will provide notice to the Union when there is a reduction in funding that will require a reduction in hours under this section. The Union may seek supplemental or alternative funding to offset the reduction.

(c) In implementing this section, the Employer will reduce the hours of all Employees within an affected program an equal amount of time.

(d) In implementing this section, the dollar savings realized by the Employer by reducing the hours of Employees in an affected program may not exceed the amount of the reduction in funding.

Section 4 Reduced Hours for New Hires. Beginning July 1, 1991, the Employer may reduce the hours of Employees hired after July 1, 1991 with a proportionate reduction in salary. The provisions of Article IV, Section 3 shall not be applicable to this section and no reduction in funding is required for the Employer to avail itself of this section.

Section 5 School Year and Summer Session. (a) The School Year, which does not include the Summer Session, shall commence in September and end in June and shall consist of no more than 180 days, unless otherwise provided by law. The Employer may schedule three (3) days for emergency purposes but, in no event, shall the total days worked exceed 180.

(b) Prior to the commencement of the School Year, returning School Employees shall have one day orientation and one day preparation. New School Employees shall have two (2) days of orientation and a one (1) day preparation experience.

(c) The Summer Session shall commence after the School Year and end before the next School Year and consist of no more than 30 work days.

Section 6 Class Size. (a) Class size shall not be larger in the School Division than that permitted by the Decisions, Rules and Regulations of the Commissioner of Education of the State of New York.

(b) The Adult Day Services group size shall not exceed the maximum size contained in the CARF Standards Manual (A copy of these guidelines is annexed as Schedule A).

Section 7 Worker's Compensation. If an Employee is injured on the job, and as a result of the injury becomes a worker's compensation case:

(a) The Employer shall continue to pay Health benefits for three months when the person is receiving Worker's Compensation.

(i) all time requirements for qualification shall be tolled.

(ii) all time requirements for tenure shall be tolled.

(iii) it shall be incumbent upon the Employee or his representative to advise the Employer once each week of the Employee's condition.

(iv) the Employer may check with the compensation physician to determine the status of an Employee.

(v) it shall be the duty and responsibility of the Employee to return to work immediately upon release by the compensation physician.

(vi) a compensation case shall proceed and not affect the other conditions set forth in this section.

(b) Up to the first five calendar days of absence for injury or sickness which is job related shall be paid without charge to personal leave, except where an absence is due to

chicken pox, ringworm or pinkeye. In such event, the Employee shall be paid, without charge to personal leave, up to seven calendar days for absence due to chicken pox, up to two calendar days for ringworm and one calendar day for pinkeye.

(c) A committee shall be established to review cases in which the Employer claims an abuse of on-the-job illnesses or injuries. The committee shall be comprised of three members, one appointed by the Union, one appointed by the Employer, and a third member mutually agreed to by the Union and the Employer. If the Union and the Employer cannot agree on a third member, that member shall be appointed for successive one year terms by the Union and the Employer alternatively, with the first appointment being made by the Union. The committee shall review any disputed claim of an on-the-job illness or injury and decide, by majority vote, whether the Employee is entitled to be paid without charge to personal leave in accordance with the previous paragraph. The decision of the committee in this regard shall not be subject to the grievance and arbitration procedures of this agreement. The committee shall also make, as it deems appropriate, recommendations to the Employer as to how to prevent, reduce and respond to on-the-job illnesses and injuries.

Section 8 Physician's Note. Upon the Employer's request, an Employee absent for more than three (3) days due to measles, mumps, chicken pox, hepatitis, impetigo, ringworm or pinkeye shall furnish a physician's note certifying that his absence is due to one of these illnesses.

Section 9 Medication. (a) The Employer may require any Employee to take necessary certification courses to become AMAP-certified. The Employer may require any AMAP-certified Employee to administer medication only on field trips and will distribute such responsibility evenly among qualified Employees. The cost of training and time for training will be borne by the Employer.

(b) The Employer shall have the Medical Director, or his equivalent, provide the Union with a letter agreeing to hold harmless any Employee administering medication in accordance with Section 7(a).

Section 10 Employee's Manual. This Manual has been eliminated by the Employer and is without force and effect. However, the Union has agreed to review a revised Manual proposed by the Employer. If the proposed Manual is acceptable to it, the Union will so notify the Employer in writing and the proposed Manual will be promulgated.

Section 11 Health and Safety. (a) The Employer shall comply with all Federal, State and City health and safety statutes, rules and regulations.

(b) No Employee shall be required to work under conditions that are unsafe or unhealthful, as determined by the Board of Health.

(c) A Safety Committee, comprised of one representative of the Employer and one Employee from each program shall meet as needed at the end of the workday to discuss

issues relating to the safety of the Employees. The Safety Committee is an advisory body and is not authorized to make decisions or act on behalf of the Employer.

Section 12 Washrooms. The Employer shall maintain locked washroom doors for Employee washrooms and provide all Employees with keys thereto.

Section 13 Bus Duty. A supervisor shall be available at all times to supervise unit Employees on bus duty.

Section 14 Emergency Closing. The Employer shall notify each Employee by 6 AM when the Employer will shut down the facilities due to weather or emergency conditions by placing a notice with WINS - AM and WOR - AM Radio. If the Employer does not comply with this provision, any Employee who reports for work shall receive an additional day's pay. If an emergency occurs after 6 A.M., the Employer shall not be required to pay an additional day's pay as stated herein.

Section 15 Jury Duty. All Employees who are called (not volunteers) to serve as jurors will receive their regular pay (less their pay as juror) for each work day while on jury duty for up to twenty work days in any twelve month period. Jury duty shall not include "on call" jury time when Employees are able to be at work. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Employer's Human Resources Department and the Employer may request that the Employee be excused or exempted from such jury duty if, in the opinion of the Employer, the Employee's services are essential at the time of proposed jury service.

Section 16 Class Coverage. (a) Special Teachers shall not routinely be used to cover classes of absent Teachers, Teaching Assistants or Teacher Aides.

(b) No class or group room may be routinely covered by a Teaching Assistant, Teacher Aide or Assistant Group Leader.

(c) The Employer shall rotate among Teachers the assignments to evaluate new children.

Section 17 Adult Day Services Program. Each group room shall be covered by two (2) Employees at all times. The Employer shall employ an additional Employee as a floater to ensure compliance with this provision.

Section 18 Vacancies. The Employer shall notify both the Union and all Employees in the unit of job vacancies by posting same on the Union bulletin board. Qualified tenured applicants for a position will be given preference over outside applicants. All vacant positions must be filled within fifteen work days, whenever possible.

Section 19 Program Preference. School Employees shall be entitled to program preference. No later than August 1, the School shall ask Teachers, Teaching Assistants and

Teacher Aides to state their program preference for the following year. The Employer shall make every effort to grant preferences based on seniority and qualification.

Section 20 Preparation Periods. Each Teacher shall have three (3) 30-minute preparation periods per week. These periods may only be taken when the Teacher's class is with a certified specialist in art, music and gym. If no certified specialist is available because of absence from work or assignment to a class trip or other unusual or unforeseen event, the Teacher must remain with his/her class. Any preparation period not taken during the week because of the unavailability of certified specialists will be lost.

Section 21 Equal Employment Opportunity. The Block Institute is an "Equal Employment Opportunity Employer." Equal employment opportunity means the treatment of all Employees and applicants for employment without unlawful discrimination as to race, creed, color, national origin, sex, gender identity, age, disability, handicap, marital status, sexual orientation or affectional preference in all employment decisions, including, but not limited to, recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment except as provided by law.

Section 22 Employee Lounge. An Employee Lounge shall be available for use by Adult Day Services Employees by February 1, 1984.

Section 23 Part-Time Employees. Any Employee who works 50% or more of the maximum regular hours worked by full-time Employees shall be entitled on a pro-rata basis to all full-time benefits, except medical benefits which are covered by Article IX of this Agreement.

Section 24 Physical Exams. Employees required to undergo physical examinations that involve only height, weight and blood pressure measurements may elect to have those examinations done by the School doctor or nurse. The Union and each Employee who undergoes such an examination agrees to hold the Employer and examining doctor and/or nurse harmless from any claims, demands or liability arising from any such examination. In addition, each Employee shall execute an individual release of liability prior to undergoing any such examination.

Section 25 Fingerprinting. The Employer will require any Employee to be fingerprinted if required by law. In addition, the Employer may, at its discretion and in accordance with law, conduct a criminal background check on any new Employee and require any new Employee to be fingerprinted. Employees will be reimbursed for the full amount of the fingerprinting fee provided the Employee remains employed through their Probationary Period.

Section 26 Field Trips. The Employer shall provide cellular phones to be used only in the event of emergency for Employees taking consumers on field trips or otherwise off-site. The Employer may restrict the cellular phones to allow calls only to the Employer and emergency personnel.

ARTICLE V

MATTERS NOT COVERED

During the life of this Agreement, neither the Employer nor Employee shall alter anything relating to terms or conditions of employment, unless specifically mandated by law, in which case the parties shall have the right to bargain over the impact of the unilateral change. If no agreement is reached after good faith bargaining, the parties shall then proceed to an interest arbitration under the Rules of the American Arbitration Association.

ARTICLE VI

PERSONNEL FILES

Section 1 All material relating to an Employee maintained by the Employer must be placed in the Employee's personnel file.

Section 2 Each Employee shall have the right to review any material which the Employer intends to place in his personnel file, before it is placed in his file. No material may be placed in the Employee's file until the Employee has had the opportunity to review and sign the material.

Section 3 Each Employee shall have the right to annex responsive documents to any material which the Employer places in his file.

Section 4 Material will be removed from the files where an Employee's claim that it is inaccurate, or unfair, is sustained.

ARTICLE VII

LEAVES

Section 1 Bereavement Leave. In the event of a death of a parent, parent-in-law, spouse, or child of an Employee, that Employee shall be eligible for up to four (4) bereavement days per death. In the event of a death of a sibling, sibling-in-law or natural grandparent of an Employee, that Employee shall be eligible for up to three (3) bereavement days per death.

Section 2 Maternity Leave. Employees with three (3) or more years of service shall be entitled to an unpaid maternity leave for a period of up to two (2) years. Employees with less than three (3) years of service and more than six (6) months of service shall be entitled to an unpaid maternity leave for a period of up to one (1) year.

Section 3 Professional Days. Each Employee shall be entitled to professional days with pay with prior approval from the Division Director. Professional days shall be job related.

Section 4 Leave of Absence Without Pay. (a) Medical Reasons. Employees shall have the right to apply for a six (6) month leave of absence for medical reasons, which shall run concurrently with any leave granted under Section 9(b) of this Article. Such applications must include a written statement from the Employee's physician in which his physician states the basis for the application. The Director may require the Employee to obtain verification of such illness from a physician specified by the Director at the Employer's costs. If the Employee does not return to work after six (6) months, he shall be subject to dismissal. The Employer's decision in this regard shall not be subject to arbitration. Prior to the expiration of his medical leave, an Employee may apply for a six (6) month extension of his leave. The Employer shall not unreasonably withhold approval of the application for extension.

(b) Educational Reasons. Any Employee may apply to the Program Director for a leave of absence of one (1) year in order to attend college or graduate school. It shall be within the discretion of the Program Director to approve any application for leave, provided that such approval will not be unreasonably withheld. In order to be eligible for such a leave, the Employee must apply for such leave on or before May 1, must begin classes the following August or September and must take at least 12 credits per semester. In addition, the Employee's intended field of study must be related to the Employee's job duties. An Employee who is granted a leave under this provision shall be entitled to reinstatement to his or her previous position or a comparable position in September after the one (1) year leave ends only upon the submission of proof of completion of 12 credits of coursework per semester. An Employee wishing to return to work in September must notify the Employer of that fact by July 15.

(c) Leave of Absence Without Pay for Miscellaneous Reasons. Leaves of absence for other than maternity or medical purposes shall be for a period of up to one (1) year for the purpose of study or adjustment of personal affairs, subject to the approval of the Director.

(d) Seniority. Employees who are granted a leave of absence shall return to the Employer's service with the seniority and tenure rights intact. Such Employees shall return at the same seniority and salary they had when their leave began.

(e) Termination of Leave. Employees may terminate their leaves of absence at any time by giving written notice to the Employer. However, the Employer may elect to accept the termination effective on a date no more than ninety (90) days following the date the Employer receives written notice from the Employee. In order to return to work at the beginning of the School Year in September, a School Employee must give notice no later than July 15 of his intention to terminate his leave of absence.

(f) An Employee will not be eligible for continued leave if the Employer is unable to contact the Employee due to the Employee's failure to notify the Employer in writing of any change in the Employee's address or phone number. In such event, the Employer may terminate the Employee's leave and employment.

Section 5 Personal Leave - School Employees. School Employees and Physical Education Teachers shall receive one personal day each month for a total of ten per year. Personal days shall accrue on the first day of the month. Employees shall have the option of being paid for unused days at the end of the school year, or accumulating unused days at the rate of one (1) day for each day that remains unused, to a maximum of 35 days. Any accumulated days (up to 35) shall be paid to the Employee at the time of his termination or at the time of his resignation provided the Employee complies with the notice requirements set forth in Article XIII (Resignation). Employees who, prior to June 30, 1980, have accumulated more than 35 days shall be permitted to maintain such accumulation. Any days accumulated by any Employee prior to June 30, 1980, shall be subjected to the 3:4 ratio as set forth in the prior agreement.

Section 6 Personal and Annual Leave – Adult Day Services Employees, Vocational Services Employees and Clinicians (except Clinicians in the School Division).

(a) Personal Leave. Adult Day Services Employees, Vocational Services Employees and Clinicians (except Clinicians in the School Division) shall receive one personal day each month, or twelve (12) per year. Personal days shall accrue on the first day of the month. Unused personal days may be accumulated to a maximum of 35 as provided in Section 5, or the Employee will be paid for the days on June 30 each year. Any accumulated days (up to 35) shall be paid to the Employee at the time of his termination or at the time of his resignation provided the Employee complies with the notice requirements set forth in Article XIII (Resignation)

(b) Annual Leave. Adult Day Services Employees, Vocational Services Employees and Clinicians (except Clinicians in the School Division) with ten or less years of service with the Employer as of January 1 in any year shall receive fifteen (15) days of annual leave in that year. Employees with more than ten years of service with the Employer as of January 1 of any year shall receive twenty (20) days of annual leave in that year. Employees with less than one year of service shall be eligible for five (5) days vacation, after four (4) months of employment. Annual leave entitlement for Employees with less than one year of service shall continue to be pro-rated until the end of the fiscal year. In any event, if the Employee does not take his annual leave within 120 days subsequent to the end of the fiscal year, the Employer shall pay him for the accumulated days from the prior year. Any accumulated days shall be paid to the Employee at the time of his termination or at the time of his resignation provided the Employee complies with the notice requirements set forth in Article XIII (Resignation).

Section 7 Personal and Annual Leave – Clinicians in the School Division.

(a) Personal Leave. Clinicians in the School Division shall receive one personal day each month, or twelve per calendar year. Personal days shall accrue on the first day of the month. Such Clinicians shall have the option of being paid for unused days at the end of the school year, or accumulating unused days at the rate of one day for each day that remains unused, to a maximum of 15 days. Any accumulated days (up to 15) shall be paid to the Clinician at the time of his termination or at the time of his resignation provided the Clinician complies with the notice requirements set forth in Article XIII (Resignation).

(b) Annual Leave. Clinicians in the School Division shall be entitled to paid time off on all days in which the School is closed with the exception of:

(i) Two days between the end of the School Year in June and the start of the Summer Session in July, such days to be scheduled at the discretion of the Employer.

(ii) Two days between the end of the Summer Session in August and the start of the School Year in September, such days to be scheduled at the discretion of the Employer.

(iii) Veteran’s Day and Brooklyn-Queens Day.

Section 8 Holiday Pay. An Employee, to be eligible for holiday pay, must work on the Employer’s regularly scheduled workday immediately preceding and immediately following the holiday, provided however:

(a) If the Employee was ill, then he shall be paid for the day. In this situation only, the Employee shall submit a physician’s note certifying that he was ill; or

(b) If such absence is the first absence during the academic year on a regularly scheduled workday immediately preceding or immediately following a holiday, then the Employee shall be paid; or

(c) If the Employee is on previously scheduled annual leave, (s)he shall be paid; or

(d) If the Employee has prior permission of the Employer for such absence, (s)he shall be paid.

Section 9 Family and Medical Leave. (a) Employees who meet the eligibility requirements for Family and Medical Leave Act (“FMLA”) leave shall be entitled to unpaid leave in accordance with the FMLA.

(b) Teaching Assistants, Teacher Aides and Physical Education Teachers who are assigned to the daily work schedule for their job classification as set forth in Article IV, section 2, who do not meet the 1,250 hours of service requirement in section 2611(2) (A)(ii) of the FMLA, but who otherwise meet all other eligibility requirements under the FMLA shall be entitled to unpaid leave on terms that are equivalent to leave under the FMLA with the following exception. Any Teaching Assistant, Teacher Aide or Physical Education Teacher who takes leave under this paragraph shall be subject to the termination of leave provision in Section 4(f) of this Article, provided that application of Section 4(f) will not submit the Teaching Assistant, Teacher Aide or Physical Education Teacher to a new enrollment waiting period for medical coverage.

ARTICLE VIII

UNION RIGHTS

Section 1 Grievances. (a) Employees shall be provided with time off with pay, to testify at a grievance or arbitration proceeding, if such proceeding is held at an Employer facility. The Employer shall agree to schedule such hearings at one of its facilities.

(b) An Employee who is a grievant shall receive time off with pay to attend a grievance or arbitration proceeding, if such proceeding is held at an Employer facility. The Employer shall agree to schedule such hearings at one of its facilities.

(c) The Chapter Chairperson or his/her designee shall receive time off with pay to attend a grievance or arbitration proceeding if such hearing is held at an Employer facility. The Employer shall agree to schedule such hearings at one of its facilities.

Section 2 Union Meetings. The UFT Chapter shall be permitted to meet at the Employer's facility during staff duty-free period, or before or after school. The Employer shall not unreasonably deny the Union an appropriate meeting room.

The Employer shall not unreasonably withhold permission for the Union to use a room to meet and consult with a unit Employee or group of Employees.

Section 3 Bulletin Board. The Employer shall provide the Union with bulletin board space in the Adult Day Services and School Division. The Union shall not post material which is derogatory of the Employer or non-unit Employees.

Section 4 Files. The Employer shall provide the Union with space where the Union may maintain a file cabinet for its documents and records.

Section 5 Chapter Chairperson. The Employer shall permit the UFT Chapter Chairperson or his/her designee to take time off without pay to attend meetings of the citywide UFT Delegate Assembly and convention of the UFT or its State and National Affiliates. The

Chapter Chairperson or his/her designee may elect to charge such time off to personal days, or annual leave, if available.

Section 6 Information. (a) Seniority List. The Employer shall compile a seniority list on October 1 and June 1 each year and shall provide it to the Chapter Chairperson. (b) Employer Documents. Copies of all circulars, directives, and documents relating to terms and conditions of employment shall be provided to the Chapter Chairperson. (c) Class Size and Miscellaneous Information. Class statistics of Unit Members and other information necessary for implementation of this Agreement shall be provided to the UFT Chapter Chairperson, upon his/her request. (d) Salaries. The Employer shall provide to the Chapter Chairperson a list of Employees and their salary rates by each September 30. The Employer shall provide the Union with any adjustments to this list during the year. (For Adult Day Services, this information shall be provided by July 15 each year).

Section 7 Discipline. Where a possibility of discipline exists, an Employee in the unit who is interviewed or interrogated by the Employer, its agents, or representatives shall be informed of his right to have a union representative present. Upon request, an Employee shall be given a copy of any written statement the Employee makes.

Section 8 Consultation. The Director of each division shall consult with the Chapter Chairperson or his/her designee once each month.

ARTICLE IX

HEALTH INSURANCE

Section 1 The Employer shall continue to provide Employees with health and hospitalization coverage under Oxford Health Plans Freedom Plan at least through December 31, 2008. Effective January 1, 2009, the Employer shall provide health and hospitalization coverage under the Freedom Plan or a comparably priced plan. Any change in coverage must be implemented in accordance with this Agreement and any addendums hereto. The terms of the health and hospitalization coverage are contained in the Plan Booklet, which is deemed a part hereof.

An Employee may elect to waive coverage at the beginning of the Plan year, which waiver shall be irrevocable for the Plan year, and receive 45% of the cost to the Employer of individual coverage as additional salary, subject to appropriate payroll deductions. An Employee opting to waive coverage shall sign a statement to that effect at the beginning of the Plan year. An additional 5% of the cost to the Employer of individual coverage for Employees electing to waive coverage shall be divided equally at the end of the Plan year among Employees eligible for a longevity payment in accordance with Article III, Section 8.

Section 2 Teachers employed on January 1, 1984 shall have the option, at the individual discretion of each such Teacher, to increase either their scheduled salary or their

maximum health insurance reimbursement amount by \$300 per year. Such Teachers shall exercise this option by informing the Employer in writing of their choice. Once the Teacher elects either option, the choice will continue from year to year unless the Teacher notifies the Employer in writing at a time set by the Employer that he/she wishes to change the option. Teachers hired after January 1, 1984 are not eligible for this benefit.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1 Grievance. A grievance is a dispute between the Employer and the Union concerning the interpretation, application, or alleged violation of this Agreement. The Employer and the Union shall make every effort to resolve each grievance at the pre-arbitral levels, and subject to the time limits provided herein.

Section 2 Grievances Initiated by the Union.

Step One - In order for the Union to bring a grievance, it must submit a written notice of the grievance to the Employer's Director of Program Operations. The written notice must be received by the Director of Program Operations no later than fifteen (15) days after the Union becomes aware of the circumstances on which the grievance is based. In the case of an Employee termination, suspension or other disciplinary measure, the written notice must be received by the Director of Program Operations no later than fifteen (15) days after the Union receives written notice from the Employer of the termination, suspension or disciplinary measure.

The Director of Program Operations (or his/her designee) shall meet with the grievant and Chapter Leader (or his/her designee) within fifteen (15) days of submission of the grievance. The Director of Program Operation's written decision will be given to the Union within five (5) days of the meeting.

Step Two - If a grievance brought by the Union is not resolved at Step One, the Union may further pursue the grievance by submitting to the Chief Executive Officer, within fifteen (15) days of receipt of the Step One decision, a written request for a meeting with the Chief Executive Officer. The Chief Executive Officer or his/her designee shall meet with the grievant and Chapter Leader (or his/her designee) within fifteen (15) days of submission of the written request. The Chief Executive Officer's written decision will be given to the Union within five (5) days of the meeting.

Section 3 Grievances Initiated by the Employer.

In order for the Employer to bring a grievance, it must submit a written notice of the grievance to the Chapter Leader (or his/her designee) no later than fifteen (15) days after the Employer becomes aware of the circumstances on which the grievance is based.

Designees from the Union and the Employer shall meet within fifteen (15) days of the submission of the grievance. The Union's written decision will be given to the Employer within five (5) days of the meeting.

Section 4 Group Grievances. The Union shall have the right to initiate at Step Two a grievance that affects a substantial number or class of Employees, and which the Employer's representative at Step One lacks authority to settle. Such grievance shall be filed no later than fifteen (15) days after the Union becomes aware of the circumstances on which the grievance is based.

Section 5 Arbitration. If a grievance is not settled by meeting of the parties, the grievance may be submitted to final and binding arbitration by the Union within fifteen (15) days of its receipt of a Step Two decision in the case of a grievance initiated by the Union, or by the Employer within fifteen (15) days of its receipt of the Union's decision in the case of a grievance initiated by the Employer. The arbitrator will be selected pursuant to the rules of the Voluntary Labor Arbitration Panel of the American Arbitration Association. The parties shall bear the expenses of arbitration equally.

No Employee subject to this Agreement shall have the right to demand arbitration under the provisions hereof, such right to arbitration being limited to the Union and the Employer; no Employee covered hereby shall have the right to institute any action based upon the Agreement. Settlements or adjustments of grievances arising under this Agreement made between the Union and the Employer shall be binding upon any Employee(s) covered by said grievance(s).

Section 6 Time Limits. In any specific grievance, the time limit at any step may be extended by written agreement between the Employer and the Union.

ARTICLE XI

PROBATIONARY PERIOD AND TENURE

Section 1 A newly hired Employee shall be considered probationary for a period of one hundred and eighty (180) calendar days from the date of employment. The probationary period for part-time Employees shall be increased on a pro-rata basis. An Employee's probationary period may only be extended by written agreement between the Union and the Employer.

Section 2 During or on the last day of the probationary period, the Employer may discharge an Employee and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. Probationary Employees are otherwise covered by this Agreement.

Section 3 An Employee who remains employed beyond his/her probationary period shall acquire tenure. No tenured Employee shall be disciplined or discharged without just cause.

Section 4 A tenured Employee who is promoted within the bargaining unit must complete a new one hundred and eighty (180) calendar day probationary period for the position to which he/she has been promoted. During or on the last day of the new probationary period, the Employer may demote the Employee to his/her previous position, and the decision to demote shall not be subject to the grievance and arbitration provisions of this Agreement. The demoted Employee shall not be disciplined or discharged without just cause and is otherwise covered by this Agreement.

ARTICLE XII

LAYOFFS AND RECALLS

(Note - Layoffs are for economic reasons and for program changes - not for cause).

Section 1 Layoffs shall be in inverse order of seniority in title. Likewise, recalls shall be made in inverse order of seniority in title.

Section 2 Employees who are laid off shall be placed on a recall list in order of seniority. Tenured Employees shall be maintained on the Recall List for a period of four (4) years. Non-tenured Employees shall be maintained on said list for a period of two (2) years.

Section 3 It shall be the responsibility of every Employee on the Recall List to notify the Employer of his address and telephone number.

Section 4 Upon notification by the Employer of the existence of a vacancy to which (s)he is entitled, the Employee must be ready, willing and able to report for work within thirty (30) days of notification by the Employer by certified mail, return receipt requested. The Employee must notify the Employer of his availability within twenty (20) days of receipt of notification as provided above.

Section 5 An Employee who is promoted to a higher job classification in the bargaining unit, and was laid off, may “bump” or displace less senior Employees in the position from which (s)he was promoted based on his total bargaining unit seniority.

Section 6 If an Employee who is laid off can, in the Employer’s judgment, satisfactorily fill a position in another job classification in the Unit, and said Employee applies for such position, the Employee shall be given preference for such position, if it is held by a non-

tenured Employee. Such Employee shall retain his position on the Recall List for his former classification.

Section 7 An Employee shall continue to accrue seniority during the first three months the Employee is on layoff. After three months, an Employee on layoff shall not accrue any additional seniority.

Section 8 Severance Pay. A laid off Employee shall receive 1.25% of his/her last annual salary for each year of service with the Employer, to a maximum of four (4) years of service.

ARTICLE XIII

RESIGNATION

Teachers, Group Leaders, and Clinicians must provide written notice of resignation at least twenty-one (21) calendar days prior to the effective resignation date. All other Employees must provide written notice of resignation at least fourteen (14) calendar days prior to the effective resignation date. The foregoing notice requirements apply in all situations except resignations by School Employees at the end of the Summer Session, in which case School Employees must provide written notice of resignation at least seven (7) calendar days prior to the end of the Summer Session. Time off on the following days shall count toward the resignation notice period requirement: New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Presidential Election Day, Thanksgiving Day and Christmas Day. All other paid or unpaid time off shall not count toward the resignation notice period requirement unless such time off is approved in writing by the Employer. Requests to take paid or unpaid time off during the resignation period for reason of personal hardship shall not be unreasonably denied by the Employer.

ARTICLE XIV

POSITION REQUIREMENTS AND CERTIFICATION

Section 1 Minimum Requirements. Effective September 4, 2007 and at all times thereafter, all Employees must have the certifications, degrees, and/or licenses applicable to their position that are required by the State of New York and/or other accrediting bodies of the Employer, or have received and provided to the Employer written approval from the State of New York or other accrediting body to continue to work in their job classification pending receipt of the required certifications, degrees, or licenses.

Section 2 Change in Requirements. In the event that certification, degree, or license requirements for a particular position are changed by the State of New York and/or other accrediting body of the Employer, all Employees in that position must satisfy the changed requirement within the time limits prescribed by the State of New York and/or other accrediting

body, or receive and provide to the Employer written approval from the State of New York or other accrediting body that they may continue to work in their job classification pending satisfactory completion of the requirement. The Employer shall notify affected Employees in writing of any changed requirement as soon as it becomes known and offer guidance to assist Employees in complying with such changed requirement.

Section 3 Failure to Comply. Failure of an Employee to have a required certification, degree, or license, or to satisfy any changed requirement within the time limits prescribed by the State of New York and/or other accrediting body shall constitute just cause for dismissal, unless the Employee has received and provided to the Employer written approval from the State of New York or other accrediting body that they may continue to work in their job classification pending satisfactory completion of the requirement and/or receipt of the required certification, degree, or license. Such dismissal shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 4 Scheduling Needs. Subject to program needs, the Employer will make reasonable efforts to accommodate the scheduling needs of Employees undertaking educational efforts to acquire such license, degree, or certification.

Section 5 Reimbursement. The Employer will reimburse each Clinician who has completed his or her probationary period the fees paid by the Clinician for the renewal of any professional license or certification deemed a job requirement.

Section 6 A Table Supervisor, Assistant Group Leader, Teaching Assistant or Teacher Aide who is in the first year of his/her employment or who, at any time thereafter, meets the qualifications for a teaching position as set forth above, shall be given priority for the position of Teacher, provided, however, that where two such Employees meet the qualifications set forth above, then the more senior Employee shall be entitled to the first available teaching position. Where two (2) Employees are equally senior, the Employer shall make the selection on its assessment as to which Employee is more able.

ARTICLE XV

MANAGEMENT RIGHTS

Except as herein explicitly limited by an express specific provision of the Agreement, the Employer will continue to have the exclusive right to take any action it deems appropriate in the management of its business and the direction of the work force in accordance with its judgment; provided, however, that such action is not in violation of the terms and conditions expressed in this Agreement. All inherent and common law management functions and prerogatives, which the Employer would have had if there were no bargaining representatives and which have not been expressly modified or restricted by a specific provision of the Agreement, are retained and vested exclusively in the Employer and the exercise thereof is not subject to collective bargaining during the term of this Agreement, nor shall such functions or prerogatives be abridged by the Arbitrator acting under this Agreement.

ARTICLE XVI

NO STRIKES - NO LOCKOUTS

The Employer shall not engage in any lockout, and the Union and the Employees shall not authorize, condone or engage in any strike, sympathy strike, slow-down, picketing, or cessation of work during the life of this Agreement and this restriction shall apply whether or not the dispute is arbitrable.

ARTICLE XVII

SEVERABILITY

In the event that any provisions of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or by any legislative enactment, neither such decision or legislation shall invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions, not so declared invalid, shall remain in full force and effect. In the event that any Federal or State Statutes, enacted subsequent to the effective date of this Agreement, shall have the effect of invalidating or voiding any provisions of this Agreement, the parties hereto shall meet for the purpose of negotiating with respect to the matters covered by the provisions which may have been so declared invalid or void.

ARTICLE XVIII

TERM OF AGREEMENT

Unless otherwise specified, this Agreement shall remain in full force and effect until June 30, 2010 and shall be renewed automatically for yearly periods thereafter, unless either party, not less than 120 days prior to June 30, 2010, notifies the other by certified mail, of its desire to modify or terminate this Agreement. Negotiations shall start no later than March 1, 2010 except by mutual agreement.

For the Union:

Date: _____

For the Employer:

Date: _____

SCHEDULE A

- 4.5.4.2 The following personnel-to-client ratios shall be maintained.
- 4.5.4.2.1 In extended employment programs, the workshop shall employ a minimum of three supervisory and administrative staff for the first 15 clients or fewer, plus an additional employee in direct client service for each additional 15 clients.
- 4.5.4.2.2 Where vocational evaluation and/or work adjustment services are provided, the facility shall employ a minimum of two supervisory and administrative staff and professional vocational specialist for the first 10 clients, plus an additional employee in direct client service for each additional 10 clients.

SIDE LETTER

Side Letter to Collective Bargaining Agreement between United Federation of Teachers, Local 2, AFT, NYSUT, AFL-CIO and The Brooklyn School for Special Children and Training Retarded in Useful Service for the period July 1, 1994 to June 30, 1997 (“Agreement”):

For the term of the Agreement, Employees hired between July 1, 1994 and December 31, 1994 shall, for purposes only of determining salary under Article III, Section 2 of the Agreement, be deemed to have a date of hire between July 1, 1993 and June 30, 1994.

No terms or conditions other than those contained in the Agreement and this Side Letter shall be valid and binding upon the parties hereto.

For the Union:

_____ Date: _____

For the Employer:

_____ Date: _____

SIDE LETTER

Side Letter to Collective Bargaining Agreement between United Federation of Teachers, Local 2, AFT, NYSUT, AFL-CIO and The Block Institute (“Agreement”):

1. Prior to January 1, 2009, the Employer will continue health and hospitalization coverage under the current Oxford Health Plans Freedom Plan (“Freedom Plan”) with no change in terms and conditions for such coverage.
2. Beginning January 1, 2009, and continuing for each calendar year, the Employer will absorb an annual premium increase for the Freedom Plan, or any other plan in effect, of up to six percent (6%).
3. If, with respect to 2009 or any subsequent calendar year, the Employer receives notice that the annual premium increase for coverage under the Freedom Plan will be more than six percent (6%), the Employer may elect to inform the Union of the notice of increase. If the Employer does not inform the Union of the notice of increase by October 31st of any year, it must continue coverage under the Freedom Plan with no changes in terms and conditions in the following year. If the Employer does inform the Union of the notice of increase by October 31st of any year, it must, at the Union’s request, include Union representatives in discussions concerning the Freedom Plan and alternative medical plans and provide all necessary and relevant information to the Union regarding all plans under consideration.
4. With respect to any year in which the premium increase for coverage under the Freedom Plan is more than 6% and the Employer meets its obligation to inform the Union of the notice of increase by October 31st, the Employer must present to the Union the following three coverage options:
 - a. The Freedom Plan with adjusted co-payment deductible and coverage terms such that the premiums for such coverage will not exceed 106% of the prior year’s premiums.
 - b. Medical plan(s) offered by other carrier(s) with co-payment, deductible and coverage terms substantially comparable to the existing Freedom Plan and with premiums not in excess of 106% of the prior year’s premiums under the Freedom Plan.
 - c. The Freedom Plan with unchanged co-payment, deductible and coverage terms, provided that covered Employees will be required to pay that portion of the premiums for such coverage that exceeds 106% of the prior year’s premiums.

5. The Union and the Employer will meet to discuss in good faith the plan options and the Employer will implement the plan option selected by the Union. In the event the Union fails to select a plan option prior to December 15th, the Employer may select an option at its discretion.

6. Except in the event of an annual premium increase with the potential for significant adverse effects to the agency, the Employer agrees that there shall be no change in health and hospitalization coverage in consecutive years. In the event of such an increase, the Employer must disclose all necessary and relevant information to the Union, and the steps outlined in section 3 – 5 above shall apply with regard to the Freedom Plan or any other plan in effect at the time.

For the Union:

Date: _____

For the Employer:

Date: _____

SIDE LETTER

Side Letter to Collective Bargaining Agreement between United Federation of Teachers, Local 2, AFT, NYSUT, AFL-CIO and The Block Institute (“Agreement”):

Teachers and Teacher Aides hired prior to July 1, 1997, shall not be required to work a summer session but may elect to work a summer session. In order to elect to work a summer session, the Teacher or Teacher Aide must notify the School Division Director in writing by April 15th. If a Teacher or Teacher Aide elects to work a summer session, that Teacher or Teacher Aide will thereafter be required to work every summer session, unless on an approved leave of absence.

For the Union:

_____ Date: _____

For the Employer:

_____ Date: _____

SIDE LETTER

Side Letter to Collective Bargaining Agreement between United Federation of Teachers, Local 2, AFT, NYSUT, AFL-CIO and The Block Institute (“Agreement”):

The parties agree that the Article 4 “Work Schedule Chart” annexed to this document as Exhibit A shall not appear in or be deemed a part of the collective bargaining agreement.

The history of bargaining between the parties with regard to this “Work Schedule Chart” may not be relied upon by the Employer or the Union for any purposes and may not be introduced into evidence by either the Employer or the Union in any grievance, arbitral, court or administrative proceeding.

For the Union:

Date: _____

For the Employer:

Date: _____

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