

AGREEMENT

Between

CONSORTIUM FOR WORKER EDUCATION

and

UNITED FEDERATION OF TEACHERS  
Local 2, AFT, AFL-CIO

July 1, 2006 – June 30, 2009

THIS AGREEMENT, entered into this 1<sup>st</sup> day of July, 2006 by and between UNITED FEDERATION OF TEACHERS, LOCAL 2, AFT, AFL-CIO ("UNION") and CONSORTIUM FOR WORKER EDUCATION ("EMPLOYER" or "CWE").

The parties agree as follows:

## **ARTICLE ONE RECOGNITION**

The Consortium for Worker Education recognizes the United Federation of Teachers, Local 2, NYSUT, AFT, AFL-CIO as the exclusive bargaining representative of all full-time and regular part-time instructional personnel employed by the Employer. Employees in the bargaining unit include teachers and paraprofessionals. All other employees including, without limitation, supervisors, managerial employees, and guards as defined in the National Labor Relations Act are excluded.

## **ARTICLE TWO EMPLOYEE STATUS**

### **A. Employment Status**

1. **Paraprofessionals** are employees who assist teachers in the instructional process and/or perform clerical duties related to the educational programs but who are not primarily responsible for instruction.

2. **Regular part-time employees** are regularly scheduled to work no more than eighteen (18) hours per week.

3. **Full time employees** are employed on a regular year-round basis to work thirty-two and one-half (32 ½) hours per week for forty-three (43) weeks per year.

### **B. New Hires**

The Employer will provide all new hires, on the date of hire, with information stating that a collective bargaining agreement exists with the Union, the names and telephone numbers of Union representatives designated by the Chapter, and the Union's headquarters address and telephone number. The Employer will provide the Union with the names, addresses, phone number(s), and job assignment(s) of all new hires within two (2) weeks of the date of hire.

### **C. Probationary Period**

1. The probationary period of a newly hired full-time employee is six (6) months which is calculated as set forth in Article 9A entitled "Part-time Employees Who Become Full-Time Employees".

2. Except for employees hired between July 1, 2002 and August 31, 2002, the probationary period for a newly hired part-time employee who is hired between July 1

and August 31 of any year (July 1 to the following June 30), is from the date of employment to December 31 of the same year. The probationary period for a newly hired part-time employee who is hired after September 1 of any year (July 1 to the following June 30) is from date of employment to June 30 of the year. The probationary period applicable to part-time employees hired between July 1, 2002 and August 31, 2002 is from date of employment to June 30, 2003.

3. During the probationary period an employee may be discharged by the Employer with two (2) weeks' written notice and such discharge shall not be subject to arbitration unless it is discriminatory, but all other contract provisions apply.

### **ARTICLE THREE NON-DISCRIMINATION**

There will be no discrimination against any employee on the basis of race, color, creed, national origin, citizen status/alienage, sex, marital status, sexual orientation, disability, age or union activities.

The CWE will affirmatively seek to hire qualified people of color, consistent with law.

### **ARTICLE FOUR UNION SHOP**

It shall be a condition of employment that every employee who is a member of the Union in good standing as of the date of execution of this Agreement shall remain a member in good standing, and those who are not members on the date of execution of this Agreement shall, no later than thirty (30) days following the date of execution of the Agreement, become and remain members in good standing of the Union. Every employee who becomes such after the date of execution of the Agreement will become a member of the Union within thirty (30) days after the date of employment and thereafter will remain a member in good standing.

Whenever the Union shall charge that any employee who is required by the provisions of this Article to become or remain a member of the Union in good standing has failed to do so, and shall request the discharge of such employee, the Employer shall be so informed by the Union by certified or registered mail and the Employer shall have fourteen (14) days following the receipt of such notice to take action on the requested discharge. If during said fourteen-day (14) period the employee shall pay his or her delinquent dues, the Employer shall not be required to discharge such employee.

"Good Standing" for the purpose of this Agreement shall mean the payment or tender of periodic dues, uniformly required as a condition of membership, to the Union.

The Union agrees that it will hold the Employer harmless and indemnify the Employer from any claims, actions, or proceedings related in any way to such termination.

### **ARTICLE FIVE PAYROLL DEDUCTION OF UNION DUES**

An employee who desires to become a member of the Union may execute a written authorization in the form annexed hereto as Exhibit A. Upon receipt of such authorization from an employee the Employer will, pursuant to such authorization, deduct from the wages due the employee the regular dues fixed by the Union, provided that the first deduction shall not be required to be made earlier than the first pay period following completion of the employee's first thirty (30) days of employment but will include the first thirty (30) days of employment if authorized by the employee. The Employer shall be relieved from making such "check-off" deductions upon: (a) termination of employment, (b) transfer to a title outside the bargaining unit, (c) layoff from work, (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Notwithstanding the foregoing, upon the return of an employee to work from any of the above-mentioned absences, the Employer will immediately resume the obligation of making such deductions, except that deductions for terminated employees shall require a new dues authorization form. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient salary to equal the dues deduction.

By the tenth (10<sup>th</sup>) of each month, the Employer shall remit to the Union all deductions for dues made from the salary of employees for the preceding month, together with a list of all employees and the amount of dues deducted from each employee's earnings.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

## **ARTICLE SIX SENIORITY**

### **A. Computation**

Employees accrue one (1) year of seniority as of June 30 for each complete year beginning any July 1 and ending the following June 30 during which their regularly scheduled service equals or exceeds one semester, term, cycle or course of instruction and/or instruction-related work provided their total service during the preceding July 1 to June 30 period is at least sixty (60) hours.

### **B. Prior Service**

Employees who accrued seniority for the 1992-1993 year will be credited with seniority based on their prior service in worker education programs sponsored by CWE on or after July 1, 1989 on a year for year basis, provided their total service in such CWE programs is at least a year and a day.

Employees hired on or after July 1, 1993 through June 30, 1994 will also be credited with seniority for verifiable prior service as set forth in the previous sentence.

**ARTICLE SEVEN  
PERSONNEL ADVISORY COMMITTEE**

There shall be a Personnel Advisory Committee consisting of the CWE Education Director, two (2) Education or Project Directors from member unions, and three (3) teacher representatives designated by the CWE/UFT Chapter, at least one of whom shall be a part-time teacher.

The Personnel Advisory Committee shall maintain Certified Lists of part-time teachers and paraprofessionals, according to their qualifications and seniority, which shall provide the basis for implementing contractual provisions where seniority and/or qualification is a consideration.

The Certified Lists established by the Personnel Advisory Committee shall be available to employees.

**ARTICLE EIGHT  
JOB SECURITY**

**A. Retention**

Part-time employees shall have the right to continue working in the member union programs where they have worked, and member unions shall have the right to continue to employ staff familiar with their programs, to the extent possible.

**B. Changed Circumstances**

Should changed circumstances reduce the work available in any semester in a particular program, the least senior part-time teacher, or paraprofessional (as applicable) in the particular program shall be placed in a CWE vacancy for which he or she is qualified. If there is no such vacancy, Section D (Layoff) shall apply. Employees may apply for a leave without pay of up to one (1) year in lieu of accepting a position in a different program.

**C. Additional Hours**

1. Additional hours of work shall be offered first to qualified part-time employees who need them to maintain their hours; second to qualified part-time employees on recall lists; and third to the senior qualified part-time employees who wish to increase their total hours. Thereafter the hours may be offered to new employees. Part-time employees may not work more than eighteen (18) hours per week.

2. Notices of job openings will be faxed by CWE to each Program and to the person designated by the CWE/UFT Chapter Leader to receive the postings on behalf of the Chapter, at least two (2) weeks prior to the closing date for applications.

Programs will have the option to post and/or mail the notices to employees working in the Program. Such posting and/or mailing shall be done promptly so that reasonable notice is received. Posting shall be done at the work site either directly to the employee or at a place easily accessible to employees. The Chapter shall be notified of the specific location of the postings and any change of location.

The Employer will mail the same notices of job openings to all employees on recall lists.

The Employer will supplement the required postings with a telephone hotline, which will contain the information regarding job openings. The message on the telephone hotline shall be up-dated at least weekly.

3. Employees who wish to apply for posted positions will notify the CWE Education Director. The senior qualified person from the pool of applicants will be chosen, provided that the choice is consistent with the provisions of paragraph 1 of this Section C.

4. In determining the qualifications of part-time applicants to be considered for additional hours (other than those maintaining their hours or being recalled) recognition shall be given to the applicant's familiarity (if any) with the particular program; to the parties' commitment to affirmative action (where appropriate and permitted by law); to the applicable Certified List; to other credentials presented by the applicant; and to the Employer's commitment to the promotion of paraprofessionals to teaching positions.

5. The hours of an employee who is granted a leave of absence for a term, cycle, semester, course of instruction and/or portion thereof of at least sixty (60) hours shall be posted and offered to employees on a seniority basis as set forth in Article 8C. The posting shall identify the position as that of the employee on leave, and the employee selected to fill the position will not acquire any right to maintain, or be recalled to, those hours when the leave ends.

However, a substitute who is selected and within one (1) year thereafter is newly hired as a regular employee, will be treated as if he/she commenced employment at the start of such long-term (i.e. 60 hours or more) substitute service.

#### **D. Layoff**

Should it be necessary to lay off an employee, the Personnel Advisory Committee shall designate the least senior teacher or paraprofessional on the applicable Certified List to be laid off provided the remaining employees have the ability to do the work required. However, bumping seniority rights shall not apply in any on-going instructional course that is at least seventy-five percent complete as to its length of cycle or course time. Part-time employees are laid off before full-time employees.

#### **E. Recall**

Recall to openings for which they are qualified will be offered to employees who are laid off, in order of their seniority. Employees on recall lists have priority for job openings for which they are qualified over any other employee, or new hire, except an employee seeking to maintain hours at the preceding year's level.

#### **F. New CWE Member Unions**

Teachers and paraprofessionals employed by a member union prior to its affiliation with CWE may continue to be employed in CWE programs of that member union during its first year of affiliation, notwithstanding any conflicting provisions of this Agreement.

#### **G. Full-Time Positions**

The procedures set forth in this Article including those related to obtaining additional hours, may not be used to achieve full-time status. Full-time positions are separately established and filled as set forth in Article 9.

#### **H. Substitute Coverage**

The Employer shall establish lists of employees by Title who wish to cover the positions of absent employees on a short-term (i.e. less than 60 hours) basis. The lists will be up-dated as often as feasible, but at least every six months.

There shall be a separate list of Paraprofessional employees who wish to substitute for absent Teachers.

Assignment to short-term teacher substitute coverage shall be made in the following order of priority: (1) Teacher employees (2) Paraprofessional employees (3) Non-employees.

Every effort shall be made to distribute available short-term substitute coverage fairly among those on the respective lists.

A Paraprofessional who substitutes for an absent Teacher pursuant to this procedure shall be paid at the Teacher pay rate.

### **ARTICLE NINE FULL-TIME STATUS**

#### **A. Part-Time Employees Who Become Full-Time Employees**

Part-time employees who become full-time employees on or after April 1, 1998 shall be subject to a probationary period of six (6) months. The probationary period shall be measured from the date the employee commences his or her full-time position, but shall be exclusive of downtime and vacation time as provided in this Article Nine and all other leave time as set forth in Article Fourteen.

Should the Employer, in its discretion, determine within the six (6) month probationary period that the probationer should not continue as a full-time employee, the Employer shall provide the probationer with at least two (2) weeks' notice of its intent to terminate the probationer from his or her full-time position and return the probationer to his or her former part-time hours. The probationer shall accrue seniority for the period he or she worked in the full-time position, but shall only be eligible to maintain the hours of his or her former part-time position. Further, the probationer shall not be eligible to reapply for a full-time position.

The Employer's decision not to retain a former part-time employee in a full time position, within the six (6) month probationary period, shall not be grievable or arbitrable.

During and after the probationary period, the probationer shall be covered by all applicable provisions of the Agreement, except those specifically limited herein.

#### **B. Full-Time Positions**

The CWE shall maintain at least seventeen (17) full-time positions, by title, insofar as possible, promptly replacing any full-time employee whose position becomes vacant with another full-time employee in the same title.

Additional full-time positions may be established at the discretion of the Employer.

**Full-Time positions are filled as follows:**

1. The members of the bargaining unit will be notified of the full-time position and the qualifications therefore, in accordance with the procedures established by the Personnel Advisory Committee.

2. Qualified applicants from within the bargaining unit will be considered for the position. If applicants are equally qualified the senior applicant will be selected. If there is no qualified applicant from within the bargaining unit, an applicant from outside the unit may be selected.

**C. Workyear**

Full-time employees have a twelve month year commencing July 1 and consisting of forty-three (43) workweeks, seven (7) weeks of downtime and two (2) vacation weeks. The downtime shall consist of four (4) weeks taken during July and/or August, one (1) week during the winter recess, and one (1) week during the spring recess, and one (1) additional week during the summer or during a school recess, as mutually arranged.

The two (2) weeks of vacation time must be taken during the year in which earned and scheduled with the approval of the Project or Education Director.

**D. Workweek**

The workweek of full-time employees is thirty-two and one-half (32 ½) hours per week.

The workweek of full-time teachers shall include at least four (4) hours but not more than eighteen (18) hours of classes, except that up to one (1) additional class of not more than six (6) hours per week may be scheduled at the option of the teacher. The remainder of the teacher's workweek may include staff development, curriculum development, program or project development, class preparation, Personnel Advisory Committee service and other appropriate instruction-related activities.

**E. Holidays**

Full-time employees are entitled to eleven (11) paid holidays to be selected from among the following:

- |                                  |                                |
|----------------------------------|--------------------------------|
| Labor Day                        | Columbus Day                   |
| Thanksgiving & the day following | Christmas & the day before     |
| New Year's Day & the day before  | Dr. Martin Luther King Jr. Day |
| President's Day                  | Good Friday                    |
| Memorial Day                     | July 4 <sup>th</sup>           |

The choice of holiday shall be subject to approval of the workers and Project or Education Directors of the affected programs.

**ARTICLE TEN  
COMPENSATION AND REIMBURSEMENT**

**A. Full-Time Employees**

The annual rates of pay applicable to full-time employees covered by this Agreement shall be:

<b>Title</b>	<b>Effective <u>7/1/2006</u></b>	<b>Effective <u>7/1/2007</u></b>	<b>Effective <u>7/1/2008</u></b>
Teacher	\$47,519	\$49,182	\$50,903
Paraprofessional	\$29,699	\$30,739	\$31,815

**B. Part-Time Employees**

The hourly rates of pay applicable to part-time employees covered by this Agreement shall be:

<b>Title</b>	<b>Effective <u>7/1/2006</u></b>	<b>Effective <u>7/1/2007</u></b>	<b>Effective <u>7/1/2008</u></b>
Teacher	\$42.24	\$43.72	\$45.25
Paraprofessional	\$20.27	\$20.98	\$21.71

**C. Pay Periods**

Full-time and part-time employees will be paid semi-monthly.

**D. Pay Period Option**

Employees who regularly work at least ten (10) hours per week will have the option once a year, between September 15 and October 15, to agree to defer 25% of their earnings per pay period. The deferred amount shall be paid in equal installments during July, August and September, or in a lump sum upon commencement of an approved leave or cessation of employment.

**E. Direct Deposit**

All teachers and paraprofessionals may elect to receive their payroll checks via electronic funds transfer to one bank account by completing an Employer-provided direct deposit authorization form and providing the Employer with all pertinent and necessary information pertaining to the bank account where they want the direct deposit to be made. It is the responsibility of every employee to timely advise the Employer of any relevant changes related to the account where their payroll is being deposited. The Employer will bear no responsibility for any compensation lost as a result of a payroll check being electronically deposited into a joint, closed, seized or otherwise encumbered bank account unless the employee provided the Employer with timely written notice (i.e. two weeks notice from the date of the last payroll period) (i) revoking their direct deposit authorization or (ii) advising of specific modifications to the previously provided direct deposit instructions. Similarly, the Employer will not be responsible for any problems resulting from the bank's late posting of deposits.

**F. Transportation Expenses**

1. The Employer will reimburse all teachers and paraprofessionals for the cost of public transportation (i.e., buses or subways, not taxis) for travel between Employer work sites during the work day. In circumstances where public transportation between Employer work sites is not readily available, the Employer will reimburse a teacher or paraprofessional for the cost of operating a personal vehicle at the rate per mile set by the

IRS. To be eligible for reimbursement for such transportation expenses, the teacher or paraprofessional must complete an Employer-provided transportation expense report on a monthly basis, which shall be submitted together with his/her timesheets to the Education Payroll Coordinator, who will verify the employee work schedule and/or necessary Employer work related activities where travel between sites is necessary. The Employer will reimburse each eligible teacher and paraprofessional for transportation expenses in a separate check (which shall not be direct deposited into the employee's bank account) within thirty (30) days of submission to CWE.

2. The Employer will make available to all employees, as a pre-tax benefit on a voluntary basis, participation in the public TransitChek program, within the limits allowable by the law and according to the program regulations. All TransitCheks shall be picked up in person by the participating employees at the Employer's office(s) designated by the Employer.

## **ARTICLE ELEVEN HEALTH BENEFITS**

### **A. Full-Time Employees**

Full-time employees are covered by a health insurance plan fully paid by the Employer.

The health insurance for full-time employees includes dental and optical insurance.

Full-time employees entitled to health benefits who have comparable duplicate coverage for themselves or through their spouse/family, may waive or cancel their CWE medical coverage and receive half (1/2) of the cost of the single HMO coverage monthly premium. However, should the comparable duplicate coverage be lost, the employee must immediately notify the Employer to reinstate CWE medical coverage, and CWE medical coverage will be re-instated within forty-five (45) days.

### **B. Part-Time Employees**

Part-time employees who are not eligible for health coverage from another employer or as a retiree or dependent may elect to be covered by the CWE health plan on the following basis:

1. Employees regularly scheduled to work at least twelve (12) but not more than eighteen (18) hours per week will be eligible for an Employer contribution toward the cost of the policy of three-quarters the cost of the applicable coverage, provided the employee pays the balance of the cost.

2. Employees regularly scheduled to work at least nine (9) but not more than eleven (11) hours per week will be eligible for an Employer contribution of half the cost of the applicable coverage provided the employee pays the balance of the cost.

3. Employees regularly scheduled to work less than nine (9) hours per week will be eligible to purchase CWE health plan coverage by paying the full cost of such coverage.

4. Effective July 1, 2006 part-time employees may enroll in the UFT Direct Access Dental Plan. The Employer contribution toward the cost of the plan will be limited to the annual subscription cost only (\$36 for single, \$48 for family coverage). The employee will pay all other costs associated with the plan.

**ARTICLE TWELVE  
WORKERS' COMPENSATION**

The Employer shall provide Workers' Compensation coverage or equivalent compensation to employees for work-related injuries and ailments.

**ARTICLE THIRTEEN  
PENSION**

**A. 403(b) Tax Deferred Annuity Plan**

The Employer will make available a Section 403(b) tax deferred annuity plan to any employee who chooses to participate.

**B. 403(b) Defined Contribution Group Retirement Plan**

All full-time employees are required to participate in a 403(b) defined contribution group retirement plan. Effective July 1, 2006 the Employer shall contribute, on a monthly basis, to the 403(b) account of each full-time employee four and one-half per cent (4.5%) of their gross pay.

**C. 403(b) Pilot Program**

Effective for the period July 1, 2008 to June 30, 2009, the Employer will contribute to the 403(b) accounts of those full-time employees who opt to contribute one percent of their gross pay, a matching one percent of gross pay. This pilot program will be subject to review by the parties.

**ARTICLE FOURTEEN  
LEAVES**

**A. Full-time Employees**

Full-time employees are entitled to paid leave in accordance with the following:

**1. Sick Leave**

Sick pay accrues at the rate of one (1) day per month, to a maximum of ten (10) days per year. Unused accrued days are not paid upon termination of employment regardless of whether the separation is voluntary or involuntary. Unused accrued days may be carried for four (4) years; when calculating sick time accrual the year with the least time accrued shall be dropped.

**2. Personal Days**

Up to three (3) personal days per year may be used, subject to prior notification and approval which will not be unreasonably denied. Personal days do not accrue beyond one year, and are not paid upon termination, regardless of whether the separation is voluntary or involuntary.

**3. Bereavement Leave**

Up to three (3) days, including the day of the funeral shall be granted for death in the immediate family. The immediate family consists of mother, father, children, siblings (including in-laws and step relations), grandparents, husband, wife and domestic partner. Unused bereavement leave does not accrue. For other death absences personal days or vacation may be used.

#### **4. Maternity/Paternity/Family Leave**

Employees may use their accrued paid leave time and up to two years of unpaid leave for maternity/paternity and/or to care for a child or other family member or for personal illness of the employee. Full health coverage will continue for employees covered by the CWE health insurance plan for up to six months while on unpaid leave on the same basis with respect to payment of its cost as immediately prior to the commencement of the leave.

#### **5. Jury Duty**

Up to two (2) weeks of paid leave shall be granted to serve on jury duty.

### **B. Part-time Employees**

Part-time employees shall earn leave time at the rate of one (1) hour for each twenty (20) hours worked. Unused leave time is not paid upon termination of employment regardless of whether the separation is voluntary or involuntary. Employees who use unearned leave time have a legal obligation to repay it upon cessation of service, at the rate of pay then in effect. Reasonable notice of leave of at least two (2) hours must be given by the employee to the program education director or supervisor so as to permit finding a substitute. Unused accrued hours may be carried forward four (4) years; when calculating leave time accrual the year with the least time accrued shall be dropped.

### **C. Shared Leave Time: Serious Health Condition**

In case of the serious health condition of an employee, or in the employee's family, or otherwise in an extreme emergency necessitating the employee taking time off, and if the employee uses up all his/her accumulated paid time off, fellow employees may, per occurrence, donate a portion of their leave time to the affected employee, up to a maximum of fifty (50) hours by part time employees and five (5) days by full time employees (such day being defined as 6.5 hours). Medical documentation must be provided. Confidentiality shall be respected in the application of this program and the Employer and the Union will agree on procedures to implement this provision. Upon termination of employment, whether voluntary or involuntary, transfer of unused accrued leave time to another employee will not be permitted." "Serious Health Condition" is defined as such by the provisions of the Family and Medical Leave Act and related regulations.

### **D. Unpaid Leave**

1. Except as otherwise provided in Sections A and B of this Article, employees may apply for up to one (1) year of unpaid leave and, if granted, they will not lose seniority and will be eligible to return to work at the end of the leave subject to the following. Requests for unpaid leave will not be unreasonably denied.

2. At least two (2) weeks before the end of their unpaid leave employees shall notify the Consortium's Director of Education in writing of their intention to return to work, at the end of the authorized leave period or to seek an extension of the leave. An employee's failure to provide two weeks' notice of his or her intention to return to work may result in delaying his or her return to a work assignment until after the cycle or semester of the assignment has been completed. Failure to notify the Director of Education of intention to return to work or to seek an extension of leave by the end of the leave period will be deemed resignation from CWE employment. However, if serious illness or other verified emergency circumstance prevents timely compliance with the notification/return requirement(s), the Employer will reinstate the returning employee in accordance with his/her contractual seniority rights. Such reinstatement and a return to a work assignment may be delayed until after the cycle or semester of the assignment has been completed.

3. No benefits accrue or are paid during unpaid leaves, except as specifically provided in this Agreement.

## **ARTICLE FIFTEEN STAFF DEVELOPMENT**

**A.** The Employer and the Union are committed to supporting the ongoing staff development of teachers and paraprofessionals.

Therefore, sixteen hours of paid staff development activities shall be made available to all teachers and paraprofessionals that work 6 hours or less per week. Eighteen hours shall be made available for those who work between 7-12 hours per week. Twenty hours shall be made available for those who work 13-18 hours per week. Part-time teachers shall also be paid at their regular rates for eight hours of administrative time each year for those who work 6 hours or less per week; twelve hours of same for those who work 7-12 hours per week; sixteen hours of same for those who work 13-18 hours per week.

The Employer shall inform all new hires that they are required to fulfill the full amount of staff development hours during the first year of employment. This required staff development offers the opportunity for newly hired employees to become acquainted with the CWE programs and principles of adult education.

**B.** UFT/CWE Staff Development Committee: The Employer and the Union recognize the importance of working collaboratively in order to: (1) identify the professional development needs of program teachers and paraprofessionals; (2) plan appropriate professional development activities to respond to those needs; (3) continually evaluate those activities so they can be improved and (4) guide the planning of relevant professional development opportunities in the future.

The UFT/CWE Staff Development Committee's purpose is to ensure professional development opportunities that are relevant and accessible for staff and provide high-quality educational services while ensuring professional growth. The Committee will consist of six members – a representative from the CWE Education Department and two union Education Directors selected by the Employer, and three representatives selected

by the Union. The parties will encourage their designees (other than the CWE Education Department representative) to serve limited terms.

The UFT/CWE Staff Development Committee shall meet a minimum of three times a year, and employees will be paid for their participation.

**C.** The hours of paid staff development activities made available to instructors under this Article may be used as time spent preparing to teach a new or revised curriculum, class or lesson. Requests to receive the paid staff development time for this purpose must be made in advance and in writing to the Program Director for that instructor and such request must state the reason for the request and the estimated amount of preparation time. If approved, such requests will be paid on the actual hours worked. The decision to approve or disapprove any requests made under this Section lies solely within the Program Director's discretion and is not subject to challenge or to the grievance or arbitration processes set forth in this Agreement.

**D.** Within the existing contractual entitlements, and in accordance with the other provisions of this Article 15, the Employer agrees to provide the bargaining unit with \$2,000.00 per year to be used for planning and coordination of Consortium-wide staff development events by UFT members of the Staff Development Committee. Requests for reimbursement of expenses up to the maximum of \$2,000.00 shall be submitted via receipts to the CWE Director of Education.

## **ARTICLE SIXTEEN PROFESSIONAL DEVELOPMENT**

The parties recognize the value of professional development of employees, and will support their efforts in this area.

### **A. Professional Development Fund**

The Employer will make available \$5000 in each contract year for activities which support the professional growth and development of employees with at least one (1) year of seniority. The activities must be related to the current employment of teachers, or to the development of paraprofessionals to become teachers. Registration and other fees for conferences, workshops, seminars, technical or certificate programs; professional memberships; and tuition are covered expenses, subject to the limitations stated below.

At least \$1000 of the Professional Development Fund shall be for the use of paraprofessionals.

Requests for funding must be made prior to the activity in writing to the CWE Education Director, detailing the nature and purpose of the activity. No request will be unreasonably denied. Requests will be filled on an equitable basis. All expenses must be documented, and receipts are required.

An employee may receive no more than \$200 in any contract year and no more than \$300 in any two successive contract years.

The Employer will provide the Chapter with a report detailing all expenditures from the Professional Development Fund twice each year, in the months of January and July.

## **B. Other Education Opportunities**

Employees may apply for entry into classes offered by the CWE, and will be placed wherever possible. The CWE will waive all fees and expenses due it for any such classes. All other fees and expenses shall be eligible for coverage under Paragraph A above.

The CWE will seek to provide employees with information about, and access to, other educational and professional development activities.

## **C. Tuition Reimbursement Program**

The Employer will provide tuition reimbursement to employees in the amount of \$90,000 over the 3 years of the contract i.e. availability of \$30,000 each contract year.

Each year employees with one or more years of seniority will be reimbursed up to but not exceeding 75% of the current cost of 3 graduate credits in CUNY: employees working 6 or less hours per week will be eligible to apply for reimbursement for 1 course; employees working 7-12 hours per week will be eligible to apply for reimbursement up to 2 courses, and employees working 13 or more hours per week are eligible to apply for reimbursement for up to 4 courses. Hours per week shall mean the hours worked in the previous semester, exclusive of paid administrative and staff development time i.e. the spring semester for fall credits and the fall semester for spring credits.

All requests for tuition reimbursement must be made to the office of the CWE Education Director, in writing, prior to registration for the course. Requests for reimbursement for courses to be taken in the summer semester of each contract year should be submitted by June 15<sup>th</sup> of the prior contract year. Requests for reimbursement for courses to be taken in the fall semester of each contract year should be submitted by August 20<sup>th</sup> of that contract year. Requests for reimbursement for courses taken in the spring semester of each contract year should be submitted by December 20<sup>th</sup> of that contract year. Should reimbursement requests exceed the available monies, requests will be granted according to seniority. Requests made after the foregoing dates will be granted, if funds permit. Additional classes beyond those allotted based on hours worked will be approved and reimbursed retroactively upon submitted proof. At the end of the contract year, extra funds will be distributed evenly to those who took classes throughout that year up to 100% of course costs.

Courses must be taken at an accredited educational institution in a matriculating course of study (or otherwise job related – e.g. computer skills upgrading by a non-accredited provider.) Reimbursement for the course(s) will be paid upon submitted proof of completion and the costs of dropped or failed course(s) will not be reimbursed.

# **ARTICLE SEVENTEEN PROGRAM CALENDAR, SUPPLIES AND EQUIPMENT**

## **A. Program Calendar**

At least two weeks prior to the beginning of classes employees will be given the following information about each program in which they work: program starting date, program ending date, holidays, and recesses. It is understood that the information provided will be relevant to the vast majority of a program's classes, but that individual class starting and ending times may vary. New hires and employees receiving additional

hours through the posting procedure will receive this information when they are assigned to the program. Reasonable notice will be given for any changes. This section shall neither be construed as a guarantee of hours, nor as an assurance that any particular class will not be canceled.

### **B. Supplies and Equipment**

Recognizing variations in the availability of basic supplies (e.g. chalk, paper, pens, blackboard) and access to equipment (e.g. photocopiers) in CWE programs, and operating within the philosophy of each program, it is the responsibility of the programs to provide basic supplies and access to equipment for the employees to do their jobs. Each program shall establish, and notify employees of, a reasonable policy regarding duplication of materials.

No employee shall be required to pay for basic supplies and access to equipment, or to advance funds for such supplies and equipment in anticipation of reimbursement, nor is any employee authorized to expend funds for supplies and equipment without the prior authorization of the Program Director.

## **ARTICLE EIGHTEEN DOMESTIC PARTNERS**

Domestic partners shall be treated as spouses, and dependents of domestic partners shall be treated as dependents of spouses, for all benefits covered under this Agreement.

Proof of domestic partnership must be provided to the Employer. The Employer shall accept as proof the "City of New York Affidavit of Domestic Partnership", or a sworn and notarized affidavit signed by both domestic partners stating that both: are eighteen years of age or older and unmarried; are not related by blood in a manner that would bar marriage under the laws of their state of residence; are in a close and committed personal relationship; have been living together on a continuous basis prior to the date of the affidavit; and have not been a member of another domestic partnership within the six (6) months prior to the date of the affidavit.

The employee must immediately notify the Employer in writing if the relationship ends or changes so that it no longer meets the requirements listed above.

## **ARTICLE NINETEEN ACADEMIC FREEDOM**

The parties support the principles of academic freedom for both teachers and workers, and recognize the concomitant responsibility of teachers to carry out their duties in a sensitive and professional manner, which encourages worker self-expression.

## **ARTICLE TWENTY UNION ACTIVITIES**

### **A. Released Time**

Part-time employees who participate in activities and meetings involving Employer representatives such as contract negotiations, grievance conferences, arbitration hearings, Personnel Advisory Committee meetings, and other joint meetings and activities, during

their scheduled working time shall be excused from work and shall be paid for the lost working time. Full-time employees who participate in such activities and meetings during their scheduled working time shall have the time treated as part of their regular workweek.

#### **B. Union Time**

The Employer agrees to make available to the Union an average of five (5) hours per week (260 hours per year) of released time to be used by the CWE Chapter for activities relating to the administration of the Agreement and other duties and responsibilities of the Union.

#### **C. Union Website**

The Employer and its technology services department agree to pay the following costs of designing, constructing and maintaining a web presence for the Union: a one-time amount, not to exceed \$20,000 toward design and construction costs of an original website; an amount not to exceed \$5,000 annually for web presence maintenance, and an amount not to exceed \$150 monthly for web presence maintenance.

The Employer agrees to provide a web presence to the Union with terms and conditions that require the Employer's technology services department to use its best efforts to achieve website objectives identified by the Union, and establish that the Employer's technology services department owes a duty of confidentiality to the Union with respect to website design, construction, content, maintenance, and all matters related thereto.

All web presence content, and any applications or content related thereto, including but not limited to e-mail and its content, and any and all intellectual property associated therewith, will be wholly owned by the Union. The Employer will have no role whatsoever regarding content, usage or any other matter regarding the Union web presence or its content. A confidentiality Agreement will be negotiated by the Union and the Employer's technology services department. No information posted on the website can be used against any member of the Union.

The parties agree that all communications on the website by employees constitute an exercise of their rights under Section 7 of the National Labor Relations Act. The Employer shall not interfere with the exercise of those rights or take any action against any employee for participating in such communications.

#### **D. Union Representative Designation**

At the beginning of each school year, the Union shall submit to the Employer, in writing, the names of the designated UFT Chapter representatives and the names of the members of the PAC Committee. If there are changes during the school year, the Union shall duly notify the CWE Director of Education.

### **ARTICLE TWENTY-ONE DISCIPLINE AND DISCHARGE**

The Employer will inform in writing employees who are called to a conference which may result in disciplinary action of their right to be represented at the conference by a

Union representative. If the Employer fails to so notify the employee and/or denies the Union reasonable opportunity to participate in any such conference when requested by the employee, then any statements made at such conference shall not be used in any subsequent proceedings involving the employee.

No employee who has completed the applicable probationary period shall be suspended, discharged, fined or otherwise disciplined except for just cause. Further, the Employer is committed to a policy of progressive discipline and an employee who has completed the applicable probationary period will receive verbal counseling and/or a written warning before being fined, suspended and/or terminated, as the case may be provided, however, that in the event of a serious offense or an emergency, then the CWE may skip steps and terminate, for example, without prior warning or progressive discipline.

Disciplinary actions may be challenged under the grievance procedure of this Agreement.

## **ARTICLE TWENTY-TWO GRIEVANCE PROCEDURE**

Complaints concerning the alleged violation, misinterpretation or misapplication of this Agreement shall be adjusted as set forth below:

**Step 1** Within thirty (30) days of the date the employee knew or should have know of the grievance, it shall be presented in writing by the employee to his/her immediate supervisor. The employee may choose to be represented by a Chapter site representative or a representative of the Chapter grievance committee. The determination of the immediate supervisor shall be in writing and copies thereof shall be transmitted to the grievant and the grievant's Chapter representative, within five (5) working days after the grievance is presented.

**Step 2** If the grievance is not resolved at Step 1 within five (5) working days after its presentation, the grievant may appeal to the Education Director of the CWE by filing a written statement of the grievance within seven (7) working days after the presentation of the grievance at Step 1. The grievant will be represented at this Step by a member of the Chapter grievance committee. The Education Department, the grievant and the Chapter grievance committee member shall work for a satisfactory adjustment of the grievance through conference, negotiations and Agreement. The determination of the Education Director shall be in writing and copies thereof shall be transmitted to the grievant and the grievant's Chapter representative, within five (5) working days after the appeal to Step 2.

**Step 3** If the grievance is not resolved at Step 2 within five (5) working days after its presentation, the grievant may appeal to the Executive Director of the CWE or designee in writing within ten (10) working days after presentation of the grievance at Step 2. The grievant may choose to be represented at this Step by a member of the Chapter grievance committee or by a Union staff representative, both of whom may be present at this Step.

The Executive Director or designee, the grievant and his or her representative shall work for a satisfactory adjustment of the grievance through conference, negotiations and

agreement. The determination of the Executive Director or designee shall be in writing and copies thereof shall be transmitted to the grievant, the Chapter grievance committee member and the Union staff representative who attended, within ten (10) working days after the appeal to Step 3.

**Step 4** The Union shall have the right to bring grievances unresolved at Step 3 to impartial arbitration.

The parties agree to identify up to five arbitrators acceptable to both parties for the resolution of disputes, either by proposing candidates to the other party or by striking names from list(s) supplied by the American Arbitration Association or similar body.

The arbitrators shall serve on a rotation basis to hear and determine the case or cases submitted, within 21 days if possible. If no panel arbitrator is available to hear the case(s) within 21 days, the regular rotation order shall determine the arbitrator selected for the case(s).

Disciplinary cases resulting in the loss of employment (i.e., cases of discharge or suspension without pay), will be arbitrated to completion within six (6) months of the parties' engagement of an arbitrator. All arbitration hearings will be concluded and briefs submitted to the arbitrator within five (5) months. The arbitrator will have one (1) month from the conclusion of the proceeding to issue the award. In disciplinary cases resulting in the loss of compensation, the arbitrator who comes up on the rotation must commit to move the case to conclusion within the expedited time frame. Otherwise, the next arbitrator on the rotation who can satisfy the parties' expedited hearing procedure will be selected.

The panel arbitrators shall serve for the term of the Agreement, and shall be continued for additional terms unless either party discontinues the service of any panel arbitrator by notification to the other party thirty days before the contract expires that such arbitrator will not be selected for an additional term. Arbitrators not selected by the parties to serve an additional term will be so notified jointly by the parties. The parties can mutually agree to remove any arbitrator from the panel at any time. Should an arbitrator become unavailable to serve, for any reason, the parties will designate a replacement from lists supplied by the American Arbitration Association.

Arbitrators who are not continued for an additional term shall finish any case they have begun hearing.

The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the terms of the Agreement, and the arbitrator shall not have the authority to add to, subtract from or modify the Agreement. The arbitrator's award on matters properly before him or her shall be final and binding on the Union, the Employer and the employees and enforceable in any appropriate tribunal in accordance with law. An arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth herein and any applicable limitation of law. The expense of the arbitration shall be shared equally by the Employer and the Union.

Grievances arising from the action of the Executive Director or designee shall be initiated at Step 3 of this procedure. Grievances filed by the Employer also shall be initiated at Step 3 of this procedure to the Chapter Grievance Committee. A Union staff representative may be present at this step. The Employer shall have the right to bring such grievance unresolved at Step 3 to impartial arbitration as provided in Step 4.

The Union may initiate and appeal a grievance pursuant to this procedure on behalf of a group of employees or on behalf of all employees in the bargaining unit.

Any disposition of a grievance from which no appeal is taken within the time limits set forth above shall be deemed resolved and a waiver of the right to process further the grievance, unless the Union and Employer agree in writing to extend such time periods; provided, however, that any such extension (i) shall be made on a non-precedential basis and (ii) shall not be cited by either party in any other grievance, arbitration, action or proceeding.

### **ARTICLE TWENTY-THREE NO STRIKE-NO LOCKOUT**

The Union agrees that there shall be no strikes by employees during the term of the Agreement. The Employer agrees that there shall be no lockouts of employees during the term of the Agreement.

### **ARTICLE TWENTY-FOUR MANAGEMENT RIGHTS**

Except as expressly modified or restricted by a specific provision of this Agreement all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

### **ARTICLE TWENTY-FIVE JOINT LABOR MANAGEMENT COMMITTEE**

A Joint Labor Management Cooperation Committee ("Joint Committee") has been established consisting of three (3) members: the Presidents of the Consortium and the United Federation of Teachers, or their designees, and a third, Impartial Member jointly selected by them. Said Joint Committee shall study, review and resolve workplace issues of mutual concern to both parties not specifically covered by the terms of the Agreement and it shall strive to improve the workplace environment by resolving such issues. The Joint Committee shall develop and define the parameters of its jurisdiction hereunder. Unresolved disputes within the Joint Committee's jurisdiction between the Employer and Union representatives of the Joint Committee shall be resolved by the Impartial Member. The decisions of the Impartial Member, if made within his or her authority hereunder, shall be final and binding upon the parties and enforceable as an arbitration award under state and federal law.

### **ARTICLE TWENTY-SIX DURATION**

The Agreement shall be effective July 1, 2006 and shall remain in force and effect up to and including midnight June 30, 2009. Negotiations for a successor Agreement will commence no sooner than March 1, 2009 upon request of either party.

The wage increases provided for in the Agreement shall be retroactive to July 1, 2006. All other changes shall be effective on the date of the Union's ratification of the terms of the Agreement.

For the Union:

For the Employer:

\_\_\_\_\_  
Randi Weingarten  
President

\_\_\_\_\_  
Joseph McDermott  
Executive Director

Date 8/23/06

Date 8/29/06

**EXHIBIT A**  
**PAYROLL DEDUCTION AUTHORIZATION**

United Federation of Teachers  
Local 2, American Federation of Teachers, AFL-CIO  
52 Broadway, New York, NY 10004  
(212) 777-7500

Pursuant to applicable law, I assign to the United Federation of Teachers (UFT) from my compensation as an employee of the Consortium for Worker Education (hereinafter called "my employer") eighty-five hundredths of one percent (.85 of 1%) of my gross pay or such different amount as UFT and I authorize in writing, and direct my employer to withhold this sum from the compensation due me each month and remit it to the UFT.

I submit this assignment and authorization with the understanding that it will be effective and irrevocable for a period of one year from this date or up to the termination date of the current Collective Bargaining Agreement between my employer and the UFT, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within the 30 day period preceding expiration of such irrevocable period. Such revocation shall be effected by simultaneous written notice by registered or certified mail to my employer and the UFT which must be delivered within such 30-day period.

The assignment and authorization are effective at once.

Date \_\_\_\_\_

Employee Signature \_\_\_\_\_