

A G R E E M E N T

Between

THE CITY OF NEW YORK

and

**UNITED FEDERATION OF TEACHERS
Local 2, American Federation of Teachers, AFL-CIO**

Covering

SUPERVISORS OF SCHOOL SECURITY

October 13, 2007 to October 31, 2009

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AGREEMENT entered into this 6th day of November, 2006 by and between the City of New York and related public employers pursuant to and limited to their statutory requirement to be covered by the New York City Collective Bargaining Law City of New York (hereinafter referred to as the "Employer"), and United Federation of Teachers, Local 2, American Federation of Teachers, AFL-CIO (hereinafter referred to as the "Union"), from October 13, 2007 through October 31, 2009. *

WITNESSETH:

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

NOW, THEREFORE, it is mutually agreed as follows:

**ARTICLE ONE
UNION RECOGNITION AND UNIT DESIGNATION**

Section 1 Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of Employees of the Employer, wherever employed, whether full-time, part-time per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative and in any positions in Restored Rule X titles of the Classified Service the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed title(s):

<u>Title Code#</u>	<u>Title</u>
60820	Supervisor of School Security

Section 2 Unit Designation

The terms "Employee" and "Employees" as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

**ARTICLE TWO
UNION DUES CHECK OFF**

Section 1. Check-Off

a. The Union shall have the exclusive right to the check-off and transmittal of dues on behalf of each Employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Check-Off of Union Dues" and in

*Functionally transferred to the New York City Police Department from the Board of Education of the City of New York on December 20, 1998. The Memorandum of Understanding between the parties on certain issues arising out of such transfer is attached hereto.

accordance with the Mayor's Executive Order No. 107, dated December 29, 1986 entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."

b. Any Employee may consent in writing to the authorization of the deduction of dues from the Employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the Employee.

Section 2. Agency Shop

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental agreement hereby incorporated by reference into this Agreement.

**ARTICLE THREE
COMPENSATION AND PAID TIME**

Section 1. General Provisions

a. This Article 3 is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.

b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, and any other salary adjustments, are based upon a normal workweek of 40 hours. An Employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such Employee and the number of hours in the said normal work week, unless otherwise specified.

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

Per Diem rate1/261 of the appropriate minimum basic salary.

Hourly rate (40-hour week basis)1/2088 of the appropriate minimum basic salary.

d. The maximum salary for a title shall not constitute a bar to the payment of any salary adjustment or pay differentials provided for in this Agreement but the said increase above the maximum shall not be deemed a promotion.

Section 2. Salaries and General Wage Increases

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

<u>Title</u>	<u>Effective Oct. 13, 2007</u>	<u>Effective May 19, 2008</u>
Supervisor of School Security	\$55,060	\$57,813

- b. The general increases, effective as indicated, shall be:
- i. Effective October 13, 2007, Employees shall receive a general increase of 2 percent.
 - ii. Effective May 19, 2008, Employees shall receive an additional general increase of 5 percent.
 - iii. Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 2(b)(i) and 2(b)(ii) on the basis of computations heretofore utilized by the parties for all such Employees.
- c. The increases provided for in Section 2(b) above shall be calculated as follows:
- i. The general increase in Section 2(b) (i) shall be based upon the base rates (including salary or incremental salary schedules and longevity differentials) of the applicable titles in effect on October 12, 2007.
 - ii. The general increase in Section 2(b) (ii) shall be based upon the base rates (including salary or incremental salary schedules and longevity differentials) of the applicable titles in effect on May 18, 2008.

Section 3. Leaves of Absence

In the case of an Employee on leave of absence without pay, the salary rate of such Employee shall be changed to reflect the salary adjustments specified in Article 3.

Section 4. Longevity Differentials

Supervisors of School Security shall receive a longevity differential in the pro-rata annual amount set forth below based upon their combined length of City and Board service. The longevity differentials are effective on the Employee’s applicable anniversary date and are part of the Employee’s regular annual salary.

<u>Effective Date</u>	<u>10 years</u>	<u>15 years</u>	<u>20 years</u>	<u>22 years</u>
October 13, 2007	\$756	\$1,514	\$2,650	\$2,946
May 19, 2008	\$794	\$1,589	\$2,782	\$3,093

Section 5. Uniform Allowance

The Employer shall pay each Supervisor of School Security an annual uniform allowance in accordance with existing Employer practice, as follows:

Effective October 13, 2007	\$614
Effective May 19, 2008	\$843

Section 6. Lump Sum Payment

Effective January 1, 2007, a lump sum cash payment shall be paid to all Employees covered by this Agreement (“Eligible Employees”).

The lump sum cash payment shall be pensionable, consistent with applicable law, and shall not become part of the Employee’s basic salary rate.

Full-time Employees shall be paid \$750. Other Eligible Employees shall have the amount of their cash payment pro-rated based on their hours worked during the applicable payroll periods between mid September and mid December compared to the full-time hours of Employees in their title.

ARTICLE FOUR WELFARE FUND

Section 1. Welfare Fund Contributions

a. The Employer shall continue to contribute the pro-rata amount of \$1,685 (\$1,720 effective October 21, 2009) per annum for each full-time Employee covered by this Agreement or for any former Board of Education Employee separated from service who was receiving benefits on that date for supplemental welfare benefits payments. Current payments will be made pursuant to the terms of a supplemental agreement reached by the parties subject to the approval of the Corporation Counsel.

b. The per annum contribution rates paid on behalf of employees separated from service to a welfare fund which covers such employees shall be adjusted in the same manner as the per annum contribution rates for other employees are adjusted pursuant to Section 1(a) of this Article.

c. Effective May 1, 2008, there shall be a one-time payment to the welfare fund in the amount of \$166.67 on behalf of each covered employee, as defined in the UFT Welfare Fund Supplemental Agreement, who is receiving benefits on May 1, 2008.

d. The Health Benefits Agreement, dated July 22, 2005, is deemed to be part of this Agreement. The side letter agreements between the City Commissioner of Labor Relations James F. Hanley, and UFT President Randi Weingarten, dated June 30, 2004 and July 13, 2005, is deemed to be part of this Agreement. Pursuant to those Agreements, the parties have agreed to a series of payments to the Welfare Fund.

e. Pursuant to the Municipal Labor Coalition Benefits Agreement, the Union Welfare Fund shall provide welfare fund benefits equal to the benefits provided on behalf of an active Welfare Fund-covered Employee to widow(ers), domestic partners and/or children of any active Welfare Fund-covered Employee who dies in the line of duty as that term is referenced in Section 12-126(b)(2) of the New York City Administrative Code. The cost of providing this benefit shall be funded by the Stabilization Fund.

f. The Employer will also continue to make payments for supplemental benefits at the rates per year set forth herein on a pro-rata basis for ninety days from the day of layoff on behalf of each Employee who is laid off.

Section 2. Domestic Partners

The Union agrees to provide welfare fund benefits to domestic partners of covered Employees in the same manner as those benefits are provided to spouses of married covered Employees.

ARTICLE FIVE

PERFORMANCE LEVELS AND SUPERVISORY RESPONSIBILITY

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

Section 1. Performance Levels

a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, to prepare work schedules and to measure the performance of each Employee or group of Employees. Notwithstanding the above, the practical impact that decisions on the above matters have on Employees' terms and conditions of employment are within the scope of collective bargaining. The Employer will give the Union prior notice of establishing and/or revising of performance standards or norms hereunder.

b. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

Section 2. Supervisory Responsibility

a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised employees for Employees in supervisory positions listed in Article 1, Section 1, of this Agreement. Notwithstanding the above, the practical impact that decisions on the above matters have on Employees' term and conditions of employment are within the scope of collective bargaining. The Employer will give the Union prior notice of establishing and/or revising of standards for supervisory responsibility hereunder.

b. Employees who fail to meet such acceptable standards may be subject to disciplinary measures in accordance with applicable law.

ARTICLE SIX GRIEVANCE PROCEDURE

Section 1. Definition

The term "Grievance" shall mean:

a. A dispute concerning the application or interpretation of the terms of this Agreement;

b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided disputes involving the Personnel Rules and Regulations of the City of New York shall not be subject to the grievance procedure or arbitration;

c. A claimed assignment of Employees to duties substantially different from those stated in their job specifications;

d. A claimed improper holding of an open-competitive rather than a promotional examination;

e. A claimed wrongful disciplinary action taken against a permanent Employee covered by Section 75(1) of the Civil Service Law upon whom the agency head has served written charges of incompetence or misconduct while the Employee is serving in the Employee's permanent title or which affects the Employee's permanent status; and

f. A claimed wrongful disciplinary action taken against a provisional Employee who has served for two years in the same or similar title or related occupational group in the same agency.

Section 2. Procedure

The Grievance Procedure, except for grievances as defined in Sections 1(d) and 1(e) of this Article, shall be as follows:

Employees may at any time informally discuss with their supervisors a matter which may become a grievance. If the results of such a discussion are unsatisfactory, the Employees may present the grievance at **Step 1**.

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1(c), no monetary award shall in any event cover any period prior to the date of the filing of the Step 1 grievance.

Step 1. The Employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the

payroll error. The Employee may also request an appointment to discuss the grievance and such request shall be granted. The person designated by appointment to discuss the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

Step 2. An appeal from an unsatisfactory determination at Step 1, shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in Step 1. The appeal must be made within five (5) workdays of the receipt of the Step 1 determination. The agency head or designated representative, if any, shall meet with the Employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth (10th) workday following the date on which the appeal was filed.

Step 3. An appeal from an unsatisfactory determination at Step 2 shall be presented by the Employee and/or the Union to the Commissioner of Labor Relations in writing within ten (10) workdays of the receipt of the Step 2 determination. The grievant or the Union should submit copies of the Step 1 and Step 2 grievance filings and any agency responses thereto. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations or the Commissioner's designee shall review all appeals from Step 2 determinations and shall issue a determination on such appeals within fifteen (15) workdays following the date on which the appeal was filed.

Step 4. An appeal from an unsatisfactory determination at Step 3 may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) workdays of receipt of the Step 3 determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with Title 61 of the Rules of the City of New York. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

The assigned arbitrator shall hold a hearing at a time and place convenient to the parties and shall issue an award within thirty (30) days after the completion of the hearing.

The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth and any applicable limitations of law.

Section 3. Waiver

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, including the arbitration of a grievance involving a claimed improper holding of an open-competitive rather than a promotional examination, the Employee or Employees, and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of such Employee(s), and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4. Examinations

a. Any grievance under Section 1(d) relating to a claimed improper holding of an open-competitive rather than a promotional examination shall be presented in writing by the Employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.

b. A grievance relating to the use of an open-competitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within fifteen (15) days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within seventy-five (75) days of its presentation to the arbitrator. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

Section 5. Discipline (Permanent Employee)

In any case involving a grievance under section 1(e) of this Article, the following procedure shall govern upon service of written charges of incompetence or misconduct:

Step A. Following the service of written charges, a conference with such Employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at Step 1 of the Grievance Procedure set forth in this Agreement. The Employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

If the Employee is satisfied with the determination in **Step A** above, the Employee may choose to accept such determination in writing by the end of the fifth day following the date of the conference.

If the Employee is satisfied with the determination in **Step A** above, the Employee may choose to accept such determination as an alternative to and in lieu of a determination made pursuant to the procedures provided for in Section 75. As a condition of accepting such determination, the Employee shall sign a waiver of the Employee's right to the procedures available to him or her under Sections 75 and 76 of the Civil Service Law.

Step B

(i) -- If the Employee is not satisfied with the determination at **Step A** above then the Employer shall proceed in accordance with the disciplinary procedures set forth in Section 75 of the Civil Service Law. As an alternative, the Union with the consent of the Employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement, including the right to proceed to binding arbitration pursuant to Step 4 of such Grievance Procedure. As a condition for submitting the matter to the Grievance Procedure the Employee and the Union shall file a written waiver of the right to utilize the procedures available to the Employee pursuant to Sections 75 and 76 of the Civil Service Law or any other administrative or judicial tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an Employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

(ii) -- If the election is made to proceed pursuant to the Grievance Procedure, an appeal from the determination of **Step A** above, shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) workdays of the receipt of the determination. The agency head or designated representative shall meet with the Employee and the Union for review of the grievance and shall issue a determination to the Employee and the Union by the end of the tenth workday following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused Employee's employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip **Step C** of this section and proceed to **Step D**.

Step C. If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) workdays of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and to the Union within fifteen (15) workdays.

Step D. If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in Step 4 of the Grievance Procedure set forth in this Agreement.

Section 6. Discipline (Provisionals)

In any case involving a grievance under Section 1 (f) of this Article, the following procedure shall govern upon service of written charges of incompetency or misconduct:

Step A. Following the service of written charges, a conference with such Employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at Step 1 of the Grievance Procedure set forth in this Agreement. The Employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

Step B.

(i) -- If the Employee is not satisfied with the determination at Step A above, then the Employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement through Step 3. The Union, with the consent of the Employee, shall have the right to proceed to binding arbitration pursuant to Step 4 of such Grievance Procedure. The period of an Employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

(ii) -- An appeal from the determination of Step A above shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) workdays of the receipt of the determination. The agency head or designated representative shall meet with the Employee and the Union for review of the grievance and shall issue a determination to the Employee and the Union by the end of the tenth workday following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused Employee's employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip Step C of this section and proceed directly to Step D.

Step C. If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) workdays.

Step D. If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in Step 4 of the Grievance Procedure set forth in this Agreement.

Section 7. Group Grievances

A grievance concerning a large number of Employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the

provisions of this Agreement may be filed directly at Step 3 of the Grievance Procedure. Such “group” grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the “group” grievance.

Section 8. Failure to Implement

If a determination satisfactory to the Union at any level of the Grievance Procedure is not implemented within a reasonable time, the Union may re-institute the original grievance at Step 3 of the Grievance Procedure; or if a satisfactory Step 3 determination has not been so implemented, the Union may institute a grievance concerning such failure to implement at Step 4 of the Grievance Procedure.

Section 9. Time Limits

If the Employer exceeds any time limits prescribed at any Step in the Grievance Procedure, the grievant and/or the Union may invoke the next step of the procedure, except that only the Union may invoke impartial arbitration under Step 4.

Section 10. Notification

The Employer shall notify the Union in writing of all grievances filed by Employees, all grievance hearings, and all determinations. The Union shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours’ notice of all grievance hearings.

Section 11. Waivers by Parties

Each of the Steps in the Grievance Procedure, as well as time limits prescribed at each Step of this Grievance Procedure, may be waived by mutual agreement of the parties.

Section 12. Exclusive Remedy

The grievance and the arbitration procedure contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as “grievances” herein. This shall not be interpreted to preclude either party from enforcing the arbitrator’s award in court. This Section shall not be construed in any manner to limit the statutory rights and obligations of the Employer under Article XIV of the Civil Service Law.

Section 13. Expedited Arbitration Procedure

a. The parties agree that there is a need for an expedited arbitration process, which would allow for the prompt adjudication of grievances as set forth below.

b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.

c. The selection of those matters which will be submitted shall include, but are not limited to: out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:

(i) Selection and Scheduling of Cases:

(1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 14 and notify the parties of proposed hearing dates for such cases.

(2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.

(3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.

(4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

(ii) Conduct of Hearings:

(1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross-examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.

(2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the arbitrator's discretion absent good cause shown.

(3) The arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.

(4) A decision will be issued by the arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the arbitrator's rationale may be included. Bench decisions may also be issued by the arbitrator.

(5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the arbitrator's award.

(6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

**ARTICLE SEVEN
NO STRIKES**

In accordance with the New York City Collective Bargaining Law, as amended, neither the Union nor any Employee shall induce or engage in any strikes, slowdowns, work stoppages, mass absenteeism, or induce any mass resignations during the term of this Agreement.

**ARTICLE EIGHT
CITYWIDE ISSUES**

Section 1. Application

a. Except as provided in Sections 2 through 5 of this Article Nine, this Agreement is subject to the provisions, terms and conditions of the agreement which has been or may be negotiated between the City and the union recognized as the exclusive collective bargaining representative on citywide matters which must be uniform for specified employees, including the Employees covered by this Agreement.

b. Employees in Rule X titles shall receive the benefits of the *Citywide Agreement* unless otherwise specifically excluded herein.

Section 2. Annual Leave

Supervisors of School Security shall have an annual leave allowance as follows:

a. Supervisors of School Security hired before September 9, 1985

<u>Years of Service</u>	<u>Monthly Accrual Rate</u>	<u>Annual Leave Allowance</u>
Less than 8 years	1 2/3 days	20 work days
8 to 15 years	2 days plus one additional day in December	25 work days
15 years or more	2 ¼ days	27 work days

b. Supervisors of School Security hired on or after September 9, 1985

<u>Years of Service</u>	<u>Monthly Accrual Rate</u>	<u>Annual Leave Allowance</u>
At the beginning of the Employee's first year	One (1) day per month after the first two (2) months	10 work days
At the beginning of the Employee's second year	One (1) day per month plus one (1) additional day at the end of the second year.	13 work days
At the beginning of the Employee's	One (1) day per month plus one (1) additional	13 work days

third year	day at the end of the third year.	
At the beginning of the Employee's fourth year	1 ¼ days per month	15 work days
At the beginning of the Employee's fifth year	1 2/3 days per month	20 work days
At the beginning of the Employee's eighth year	Two (2) days per month plus one (1) additional day at the end of the 8 th through 14 th years.	25 work days
At the beginning of the Employee's fifteenth year	2 ¼ days per month	27 work days

Section 3. Special Annual Leave Accrual

Current Supervisors of School Security who were functionally transferred to the New York City Police Department on December 20, 1998, will receive six days (48 hours) of annual leave to be credited to their leave balances in lieu of the holidays they would have received pursuant to their Board of Education contract.

Section 4. Summer Hours

Supervisors of School Security shall forego any entitlement to summer hours.

Section 5. Health Insurance

The parties acknowledge that collective bargaining regarding health benefits is within the purview of negotiations between the Municipal Labor Committee and the City. Cost-containment initiatives and program modifications in the City Health Benefits Program shall be discussed with the Municipal Labor Committee.

**ARTICLE NINE
UNION ACTIVITY**

Section 1. Labor Relations Representation

Time spent by Employee representatives in the conduct of labor relations with the City and on Union activities shall be governed by the terms of Executive Order No.75, as amended, dated March 22, 1973, entitled "Time Spent on the Conduct of Labor Relations between the City and its employees and on Union Activity" or any other applicable Executive Order.

Section 2. Bulletin Boards: Employer Facilities

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the Employer for the Employees to read. All notices shall be on Union stationery, and shall be used only to notify Employees of matters pertaining to Union affairs. Upon request to the responsible official in charge of a work location the Union may use Employer premises for meetings during Employees' lunch hours, subject to availability of appropriate space and provided such meetings do not interfere with the Employer's business.

**ARTICLE TEN
LABOR MANAGEMENT COMMITTEE**

Section 1

The Employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee in each of the agencies having at least fifty Employees covered by this Agreement.

Section 2

Each labor-management committee shall consider and recommend to the agency head changes in the working conditions of the Employees within the agency who are covered by this Agreement. Matters subject to the Grievance Procedure shall not be appropriate items for consideration by the labor-management committee.

Section 3

Each labor-management committee shall consist of six members who shall serve for the term of this Agreement. The Union shall designate three members and the agency head shall designate three members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. Each committee shall select a chairperson from among its members at each meeting. The chairpersonship of each committee shall alternate between the members designated by the agency head and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee. A committee shall make its recommendations to the agency head in writing.

Section 4

The labor-management committee shall meet at the call of either the Union members or the Employer members at times mutually agreeable to both parties. At least one week in advance of a meeting the party calling the meeting shall provide, to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the committee.

**ARTICLE ELEVEN
FINANCIAL EMERGENCY ACT**

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

**ARTICLE TWELVE
APPENDICES**

The Appendix or Appendices, if any, attached hereto and initialed by the undersigned shall be deemed a part of this Agreement as if fully set forth herein.

**ARTICLE THIRTEEN
SAVINGS CLAUSE**

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

**ARTICLE FOURTEEN
DURATION**

This Agreement is effective October 13, 2007 through October 31, 2009.

WHEREFORE, we have hereunto set our hands and seals this day of 2008.

For the City of New York:

For the United Federation of Teachers:

JAMES F. HANLEY
Commissioner of Labor Relations

RANDI WEINGARTEN
President, UFT

Approved as to form:

By _____
PAUL T. REPHEN
Acting Corporation Counsel

Certified to the Financial Control Board:

DATE: _____

UNIT: Supervisors of School Security

TERM: October 13, 2007 through October 31, 2009

APPENDIX A
Memorandum of Understanding Re: Transfer

Memorandum of Understanding entered into this 15th day of March, 1999, by and between the City of New York and The United Federation of Teachers.

WHEREAS, the Board of Education of the City School District of the City of New York ("Board") and the City of New York ("City") have entered into a Memorandum of Understanding concerning the performance of school safety functions by the New York City Police Department for the benefit of the City School District of the City of New York;

WHEREAS, such Memorandum provides for the functional transfer of School Safety Supervisors to the New York City Police Department from the Board of Education, and provides for such issues pertaining to these employees as pension and discipline;

WHEREAS, the School Safety Supervisors were covered by a collective bargaining agreement between the Board and the United Federation of Teachers ("UFT"), which agreement ceased to cover employees transferred on the date of the functional transfer;

WHEREAS, the City, the Board and the UFT have met to discuss the impact of such transfer on School Safety Supervisors ("employees"); and

WHEREAS, the parties have come to an agreement on certain issues arising out of such transfer and wish to memorialize such agreement in writing;

NOW, THEREFORE, the City, the Board and the UFT hereby agree as follows:

FIRST: Effective on the date of the functional transfer the transferred employees shall be covered by all applicable provisions of the 1990-92 Citywide Agreement, as amended by the 1995-2000 MCMEA.

SECOND: A separate unit agreement shall be negotiated between the City and the UFT to cover the transferred employees to be effective on the date of transfer to the Police Department. Pending negotiation of a separate unit agreement, the salaries, as set forth in Article Three and the welfare fund contributions, as set forth in Article Five, subsection b of the 1995-2000 agreement between the UFT and the Board covering Supervisors of School Safety shall be the rates paid by the City. The City shall take the necessary steps to notify the Board of Collective Bargaining of the voluntary recognition of the UFT as the bargaining agent for the School Safety Supervisors.

WHEREFORE, we have hereunto set our hands and seals this 15th day of March 1999,

FOR: THE CITY OF NEW YORK:

FOR: THE UFT:

BY/s/ James F. Hanley

BY /s/ Randi Weingarten

APPENDIX B
Local Law 56 Letter-Agreement

March , 2008

Ms. Randi Weingarten
President
United Federation of Teachers
52 Broadway
New York, NY 10004

Re: 2007-2009 Supervisors of School Security Agreement

Dear Ms. Weingarten:

This is to confirm the parties understanding regarding the Supervisors of School Security Agreement for the period October 13, 2007 through October 31, 2009.

The execution of the collective bargaining agreement shall not be cited or referred to by either party to prejudice or enhance the respective positions of the parties in **Local Law 56 Representation Petition, OCB Docket # RE-178-07**, or in any appeal that might flow therefrom. Nor shall the agreement to apply the provisions of the Citywide Agreement in this contract waive any rights that either party may have to bargain on all matters which are mandatory subjects of bargaining in any successor contract in accordance with the final decision of the Board in **RE-178-07**.

If this confirms your understanding, please execute the signature lines below.

Very truly yours,

James F. Hanley

Accepted and Agreed
For United Federation of Teachers:

Randi Weingarten
President

APPENDIX C
Miscellaneous Issues

May , 2008

Ms. Randi Weingarten
President
United Federation of Teachers
52 Broadway
New York, NY 10004

Re: 2007-2009 Supervisors of School Security Agreement

This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

Transit Check

The parties agree that the City will expand the current Transit Check program to offer to eligible employees the ability to purchase a Transit Debit Card through payroll deductions in accordance with IRC Section 132. In addition to the current MTA Surface and Subway lines, the Transit Debit Card may be used to purchase tickets for mass transit commutation only (i.e. LIRR, LI MTA Buses, MetroNorth). The administrative fee for this benefit will be borne by the participants and will be deducted on a prorated basis from the participating employee's paycheck. After one year of experience with this benefit, the City will examine the level of participation and the associated costs of providing this benefit to determine whether or not the administrative fee requires adjustment.

The parties further agree to examine the possible expansion of this benefit to include other regional mass transit carriers.

Residency

The parties agree to support an amendment to Section 12-119 et seq. of the Administrative Code for the purpose of expanding permissible limits on residency to include the City of New York and Nassau, Westchester, Suffolk, Orange, Rockland or Putnam counties – with certain exceptions and limitations and except as may be prohibited by any other law requiring residency for appointment to certain positions including, but not limited to, the Public Officers Law – for employees covered by the terms of this Agreement.

Consistent with the above, Mayoral Directive 78-13, as amended July 26, 1978, and any other covered Employer's rules, regulations and/or operating procedures, shall be similarly modified to conform to the understanding of the parties.

Upon enactment of legislation to implement the provisions herein, employees shall be subject to Section 1127 of the New York City Charter.

Labor Management Committee on Pension Issues

There shall be a joint Labor Management Committee on Pensions with the appropriate parties. The committee shall analyze the actual costs and additional contribution rate(s) for members of the New York City Employees' Retirement System (NYCERS) and the Board of Education

Retirement System (BERS) associated with Chapter 96 of the Laws of 1995. Such analysis shall be based on, among other factors, the actual number of people who elected to participate under the provisions of said Chapter 96 of the Laws of 1995 as of September 26, 1995. The committee shall make recommendations regarding the establishment of revised additional contribution rate(s) and other remedies it deems appropriate so as to reflect the actual cost to members of NYCERS and BERS. Regardless of the comparison of actual costs to additional contributions for members of NYCERS and BERS, there shall be no adjustment to contributions under Chapter 96 without first considering the contributions by the employer to NYCERS and BERS on behalf of all employees, and the comparison of those contributions to actual costs.

The appropriate parties further agree to discuss the following issues:

- Chapter 96 Reopener
- Chapter 96 Escape
- Age and Vesting Requirements
- Member Contribution Amounts and Duration
- Benefit Formula Changes
- Service Credits
- Any other areas the parties mutually agree to

Continuation of Certain Health Benefits

The parties acknowledge that collective bargaining regarding health benefits is within the purview of negotiations between the Municipal Labor Committee and the City. Cost-containment initiatives in the City Health Benefits Program shall be discussed with the Municipal Labor Committee.

If the above accords with your understanding, please execute the signature line provided below.

Very truly yours,

JAMES F. HANLEY

**Accepted and Agreed
For United Federation of Teachers:**

RANDI WEINGARTEN
President

