

MEMORANDUM OF AGREEMENT (the "MOA") entered into this 22nd day of November, 2017 by and between the Board of Education of the City School District of the City of New York (the "DOE") and the United Federation of Teachers, Local 2, AFL-CIO (the "UFT") (collectively the "Parties") amending the collective bargaining agreement between the UFT and the DOE covering teachers (the "Agreement" or "CBA") to add provisions concerning Administrative Education Officers and Administrative Education Analysts.

1. Article I of the CBA shall be amended to add that (i) the DOE recognizes the UFT as the exclusive bargaining representative of certain Administrative Education Officers and Administrative Education Analysts and (ii) the term "certain Administrative Education Officers and Administrative Education Analysts" means those Administrative Education Officers and Administrative Education Analysts in the UFT Unit as set forth in Article 11(VI)(A) of this Agreement.

2. There shall be a new section VI of Article 11 of the CBA entitled "Administrative Education Officers and Administrative Education Analysts" which shall provide as follows:

A. Applicability

1. Administrative Education Officers and Administrative Education Analysts covered by this Agreement (hereafter, the "UFT Unit") are: Subject to paragraph 2 below, all Administrative Education Officers and Administrative Education Analysts who are in Grades G-1 to G-4 or Levels A to C, except for those who work in the Offices of the Chancellor, Deputy Chancellors, Office of General Counsel (Office of Legal Services, Office of Labor Relations, Office of Special Investigation, Office of Equal Opportunity, Office of Auditor General), Division of Human Resources and the Division of Budget, Operations and Review.

2. The Board ("DOE") has the discretion to remove up to an additional fifty (50) Administrative Education Officers and/or Administrative Education Analysts in Grades G-1 to G-4 or Levels A to C from the UFT Unit described in paragraph 1 and place such employees in the DOE title of "Education Officers/Analysts – Manager," which is not in the UFT Unit, based on managerial and/or confidential job duties. It is understood that the UFT may not grieve this initial designation and that the DOE is not required to utilize all fifty (50) designations at one time and that the number of Education Officers/Analysts – Managers will never exceed fifty (50). The DOE shall retain the sole discretion as to which individuals then serving as Administrative Education Officers and/or Administrative Education Analysts are moved. Such move may not be grieved or challenged in any forum. The DOE will provide notice to the UFT of any individuals designated as part of this group of 50, and any additions or substitutions of said individuals. The exclusion of any of the individuals in the "Education Officers/Analysts – Manager" DOE title from the UFT Unit and the UFT's agreement to this exclusion, shall not be used by the DOE to argue that the work performed by Administrative Education Officers and Administrative Education Analysts who are in Grades G-1 to G-4 or Levels A to C, except that

work which is managerial or confidential, has not been performed exclusively by members of the collective bargaining unit represented by the UFT.

3. Notwithstanding the above, if an individual employee who holds the title of either Administrative Education Officer or Administrative Education Analyst is moved by the DOE into the DOE title Education Officer/Analyst – Manager after June 29, 2016 and the employee believes the move was in retaliation for engaging in union activity, the Union may file a grievance, on this basis alone, in accordance with the provisions of Article 22 of this Agreement on behalf of the employee.

B. Salary and Salary Ranges

1. Salary Groups

a) *Group 1:* The salaries of employees in the UFT Unit who became an Administrative Education Officer or Administrative Education Analyst prior to January 30, 2017 and who, as of the date the MOA adding this section VI to the Agreement is ratified ("date of ratification"), are earning the "promotional flat rate" or any other salary less than "minimum" salary for their salary grade specified in the managerial salary rate schedule that was in effect from September 1, 2016 through January 29, 2017 shall be at least as follows:

	<u>Salary effective as of date of hire:</u>	<u>Salary effective 9/26/17:</u>	<u>Salary on 1 year anniversary</u>
Grade 2/Level A	\$60,724	\$61,738	\$65,140
Grade 3/Level B	\$71,764	\$72,962	\$77,284
Grade 4/ Level C	\$82,805	\$84,188	\$89,429

For purposes of the above, all employees in this Group 1 shall move to the "Salary on 1 year anniversary" no earlier than the date of ratification and no later than the one-year anniversary of the date in which they were hired as an Administrative Education Officer or Administrative Education Analyst.

b) *Group 2:* The salaries of employees in the UFT Unit who became an Administrative Education Officer or Administrative Education Analyst on or after January 30, 2017, who was hired prior to the date of ratification and who was hired at the "minimum" salary or any other salary less than the "minimum" salary for their salary grade specified in the managerial salary rate schedule that became effective on January 30, 2017 shall be at least as follows:

	<u>Salary effective as of date of hire</u>	<u>Effective 9/26/17</u>
Grade 2/Level A	\$63,837	\$64,903
Grade 3/Level B	\$75,738	\$77,003
Grade 4/ Level C	\$87,640	\$89,104

c) *Group 3:* The salaries of Administrative Education Officers or Administrative Education Analysts in the UFT Unit who were hired prior to the date of ratification and who as of the date of ratification are (i) at a salary above the "minimum" salary for their salary grade specified in the managerial salary rate schedule that was in effect when they were hired or (ii) already at the "minimum" salary for their salary grade specified in the in the managerial salary rate schedule that was in effect from September 1, 2016 through January 29, 2017 shall be increased by at least 1.67% effective September 26, 2017.

d) *Group 4:* The salaries of Administrative Education Officers or Administrative Education Analysts in the UFT Unit who were hired on or after the date of ratification shall be at least as follows:

	<u>Salary effective as of date of hire</u>	<u>Discretionary salary on 1 year anniversary</u>
Level A	\$60,724	\$64,903
Level B	\$72,962	\$77,003
Level C	\$84,188	\$89,104

(1) For purposes of the above, all employees in this Group 4 shall be eligible to move, at the discretion of the DOE, to the "Discretionary salary on 1 year anniversary" no earlier than the one-year anniversary of the date on which they were hired as an Administrative Education Officer or Administrative Education Analyst.

(2) The UFT and the DOE shall meet and discuss the criteria for an Administrative Education Officer or Administrative Education Analyst position to be placed at Level A, Level B, or Level C, provided however that the DOE shall have final authority over what level any position is placed at and the level of any position shall not be grievable or arbitrable by the UFT.

2. Maximum Salaries: the maximum salary for all Administrative Education Officers or Administrative Education Analysts in any group shall be:

Grade 2/Level A	\$102,146
Grade 3/Level B	\$117,863
Grade 4/Level C	\$139,188

3. Salary Grade 1 is eliminated. An employee, if any, in the UFT Unit hired in salary grade 1 will considered to have been hired in grade 2/Level A and entitled to the salary for Grade 2/Level A for his/her group. Effective on the date of ratification, salary grade 2 shall become Level A, salary grade 3 shall become Level B, and salary grade 4 shall become Level C.

4. The salary of incumbent Administrative Education Officers and Administrative Education Analysts in the UFT Unit shall not be reduced. Further, to the extent

there are incumbent Administrative Education Officers and Administrative Education Analysts who are not in one of the groups in section B(1), their salary shall be increased by at least 1.67% effective September 26, 2017. Incumbent Administrative Education Officers or Administrative Education Analysts whose salary is higher than the maximum salary set forth in section B(2) above, shall receive a 1.67% increase notwithstanding the maximum salary set forth in section (B)2.

5. Administrative Education Officers or Administrative Education Analysts covered by this Agreement are eligible for discretionary increases based on additional responsibilities in the same manner as DOE employees covered by the management pay plan.

C. Benefits

1. Effective October 1, 2016, Administrative Education Officers and Administrative Education Analysts in the UFT Unit shall be covered by Article 3(G)(2) of this Agreement and the DOE shall make contributions to the UFT's supplemental benefits fund for such employees pursuant to Article 3(G)(2) of this Agreement.

2. Effective October 1, 2016, Administrative Education Officers and Administrative Education Analysts in the UFT Unit shall cease being members of the management benefits fund and the DOE will cease making any deductions related to the management benefits fund from these employees pay.

D. Workweek

1. The regular work hours for full-time Administrative Education Officers and Administrative Education Analysts covered by this Agreement shall be thirty-five (35) hours per week exclusive of a sixty (60) minute lunch period.

2. Overtime

a) Administrative Education Officers and Administrative Education Analysts covered by this Agreement who work more than thirty-five (35) hours but less than forty (40) hours in a week will receive compensatory time at straight time for the time worked.

b) Administrative Education Officers and Administrative Education Analysts covered by this Agreement who work more than forty (40) hours in a week will receive five (5) hours compensatory time at straight time and overtime pay at the rate of one and one-half times the employee's hourly rate for all the time worked in excess of forty (40) hours.

c) It is understood and agreed that Administrative Education Officers and Administrative Education Analysts covered by this Agreement must obtain a supervisor's authorization prior to working more than thirty-five (35) hours per week exclusive of a sixty (60) minute lunch period provided however that nothing herein shall constitute a waiver of any of

right that an Administrative Education Officer and Administrative Education Analyst has pursuant to the Fair Labor Standards Act.

3. With the approval of both (1) the affected employee(s) and (2) the appropriate supervisor, director, executive director or superintendent, a division or office head may, for satisfactory reasons, vary the daily working hours of one or more Administrative Education Officers and Administrative Education Analysts covered by this Agreement, provided that the total number of working hours is not increased or reduced.

E. Holidays

Administrative Education Officers and Administrative Education Analysts covered by this Agreement shall receive the same holidays with pay that Education Officers and Education Analysts covered by this Agreement receive.

F. Leaves

1. Administrative Education Officers and Administrative Education Analysts covered by this Agreement shall be entitled to all leaves set forth in the Rules and Regulations Governing Non-pedagogical Administrative Employees except Terminal Leave. Administrative Education Officers and Administrative Education Analysts covered by this Agreement who resign or retire shall, upon application, receive termination pay on a basis of one half of up to 200 days of the unused sick leave accumulated. If the resignation or retirement becomes effective at any time other than the end of a school year, sick leave for the period of service during that school year shall be paid at the rate of one day for each two full months of service. Termination pay pursuant to this provision shall be paid in three equal cash installments payable two months, fourteen months and twenty six months following his/her termination date.

2. Annual Leave: Effective on the date of ratification, the provisions of Article 11(III)(G) shall apply to Administrative Education Officers and Administrative Education Analysts covered by this Agreement. The annual leave accrual of Administrative Education Officers and Administrative Education Analysts prior to date of ratification shall not be reduced as a result.

3. Sick Leave: The provisions of Article 11(III)(F) shall apply to Administrative Education Officers and Administrative Education Analysts covered by this Agreement.

4. Paid parental leave: Unless and until the UFT and the DOE reach an agreement concerning paid parental leave, the following shall apply:

a) Administrative Education Officers and Administrative Education Analysts covered by this Agreement who have a "qualifying event" before ratification of the Memorandum of Agreement adding this section VI to this Agreement (the "MOA") or have a "qualifying event" during a nine month period following ratification of the MOA shall be

entitled to parental leave on the same terms as provided for in Mayor's Personnel Order No. 2016/1. For the purposes of this paragraph, a "qualifying event" shall be the birth of a child of the employee (mother or father) or a child being placed in the foster care of the employee.

b) Administrative Education Officers and Administrative Education Analysts covered by this Agreement who adopt a child before ratification of the MOA or adopt a child during a six month period following ratification of the MOA shall be entitled to parental leave on the same terms as provided for in Mayor's Personnel Order No. 2016/1.

c) As of the date of ratification, Administrative Education Officers and Administrative Education Analysts covered by this Agreement shall be entitled to the annual accrual of the 26th and 27th annual leave days that were eliminated by section III of Mayor's Personnel Order No. 2016/1.

5. Leaves without Pay: The provisions of Article 11(III)(H) shall apply to Administrative Education Officers and Administrative Education Analysts covered by this Agreement.

G. Seniority and Layoff

If there is to be a layoff, applicable provisions of Civil Service Law shall be followed, including, but not limited to, with respect to the order in which employees are laid off. Except where otherwise applicable for benefit entitlements, seniority shall be calculated in the same manner as it would be under applicable provisions of the Civil Service Law were there to be a layoff.

H. Reassignment

If there is a school system reorganization where offices are being dissolved, relocated or moved that affects Administrative Education Officers and Administrative Education Analysts covered by this Agreement and there are multiple work location options as a result of the reorganization, each Administrative Education Officer and Administrative Education Analyst covered by this Agreement can express his/her preference for up to three of the new work locations and these preferences (any of those expressed by the Administrative Education Officer or Administrative Education Analyst covered by this Agreement) will be honored if at all possible. The previous sentence does not apply to any changes in location that are not due to a reorganization but necessary to ensure the efficient operation and delivery of work.

I. Other Working Conditions

Except as otherwise explicitly stated in this Agreement, the terms and conditions of employment of Administrative Education Officers and Administrative Education Analysts covered by this Agreement shall be the same as the terms and conditions of employment of


Education Officers and Education Analysts covered by this Agreement and as set forth in the Rules and Regulations Governing Non-Pedagogical Administrative Employees.

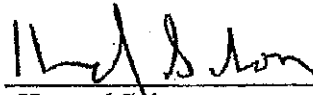
3. This Agreement is subject to ratification by the members of the Administrative Education Officers or Administrative Education Analysts chapter of the UFT.


4. It is understood and agreed that the duration of this Agreement shall be the same as set forth in Article 32 of the CBA.

Board of Education of the City School
District of the City of New York

United Federation of Teachers, Local 2, AFT,
AFL-CIO

 11/27/17
Lawrence Becker
Chief Executive Officer Labor Policy

 11/22/17
Howard Schoor
Secretary


Robert Linn
Commissioner of Labor

Howard Schoor
Secretary
United Federation of Teachers
52 Broadway
New York, NY 10004

Dear Mr. Schoor,

This side letter will serve to memorialize the agreements between the United Federation of Teachers (the "UFT") and the Board of Education of the City School District of the City of New York (the "DOE") on two issues concerning Administrative Education Officers and Analysts represented by the UFT:

Subject to ratification of the Memorandum of Agreement dated November 22, 2017 between the UFT and the DOE, the following shall apply:

(a) Disciplinary Rights Pursuant to Section 75

It is agreed by and between the parties that the exclusive method of discipline for Administrative Education Analysts and Officers who are permanent or otherwise entitled pursuant to Civil Service Law will be as set forth in Section 75 of the Civil Service Law.

(b) Lump Sum Payments

Any Administrative Education Officer or Administrative Education Analyst represented by the UFT who was in a UFT title before July 11, 2016 (e.g., Education Officer) and moved from that position into an Administrative Education Officer or Administrative Education Analyst position represented by the UFT on or after July 11, 2016 will be regarded, for purposes of Article 3(P) of the collective bargaining agreement covering teachers (the "CBA") as being active and continuously employed in a UFT title and, consistent with the applicable agreements, receive lump sum payments for continuous time spent in the prior UFT title (e.g., Ed Officer).

Any Administrative Education Officer or Administrative Education Analyst represented by the UFT who became an Administrative Education Officer or Administrative Education Analyst represented by the UFT before July 11, 2016 will be regarded, for purposes of Article 3(P) of the CBA as having not been continuously employed in a UFT title and will not receive any lump sum payments for this prior service.

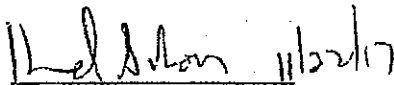
If you are in agreement with the above please sign in the space provided below.

Very truly yours,

 11/27/17

Lawrence Becker
Chief Executive Officer Labor Strategy

Accepted and Agreed:

 11/27/17

Howard Schoor
United Federation of Teachers