

CSA Collective Bargaining Agreement October 13, 1992 to February 11, 1996

Preamble

The Board of Education and the CSA recognize that supervisors play a vital role as instructional leaders in carrying out the Board of Education's mission to provide excellence in education to the students and families served by our school system. Together with other members of the educational community, supervisors must dedicate themselves to improving instruction. Among the responsibilities of supervisors are assuring that appropriate teaching techniques are used in classrooms, assuring that professional development occurs and striving for appropriate curriculum outcomes. Meeting the educational needs of the children of New York City demands the maximum cooperation of all concerned. The Board of Education and the Council of Supervisors and Administrators therefore pledge that their joint efforts will be dedicated to the achievement of the standard of educational excellence that all pupils deserve and that the community has a right to expect.

AGREEMENT MADE AND ENTERED INTO AS OF this 18th day of October, 1994 by and between THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK (hereinafter referred to as the "Board") and the COUNCIL OF SUPERVISORS AND ADMINISTRATORS OF THE CITY OF NEW YORK, LOCAL 1, AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS, AFL-CIO (hereinafter referred to as the "Union" or "CSA").

WHEREAS, CSA has submitted satisfactory evidence that it represents a majority of supervisory employees in the titles covered by this Agreement; and

WHEREAS, CSA is therefore deemed to be the exclusive collective bargaining representative for all supervisory employees covered by this Agreement; and

WHEREAS, an Agreement entered into by and between the parties on March 1, 1991, by its terms expired on October 12, 1992; and

WHEREAS, pursuant to the provisions of the Public Employees Fair Employment Law, the Board and its designated representatives have met with representatives of CSA and fully discussed with them the terms and conditions of employment affecting the supervisory employees covered by this Agreement;

NOW, THEREFORE, it is agreed as follows:

ARTICLE OF RECOGNITION

The Board recognizes the CSA as the exclusive bargaining representative of all employees of the Board serving by appointment or assignment under license or other pedagogical certification in pedagogical supervisory or administrative positions in schools, bureaus, districts or central offices and receiving the salary established for such position, excluding managerial and confidential employees in these titles designated as managerial or confidential under the procedures established by the Taylor Law or by agreement of the parties.

Those in the supervisory and administrative positions described above are employees in the following titles and in similar titles established hereafter during the term of this Agreement.

A. School Supervisors

Assistant Principal in Day Elementary Schools

Assistant Principal in Junior High Schools (Administration)

Assistant Principal in Junior High Schools (Supervision)

Assistant Principal in Intermediate and Junior High Schools (Teacher Trainer)

Assistant Principal in Elementary, Intermediate and Junior High Schools

Assistant Principal in School for the Deaf

Assistant Principal in Academic High Schools (Administration)

Assistant Principal in Vocational High Schools (Administration) and Day High Schools (Administration)

Assistant Principal in Day Academic and Vocational High Schools (Supervision)

Assistant Principal Administration and Supervision -- Special Education -- in Day High Schools

Assistant Principal in Special Education Schools

Junior Principal, Junior Principal of School for Socially Maladjusted and Emotionally Disturbed Children, Junior Principal of a (400) School and of a School for Children with Retarded Mental Development (Ages 17-21 years)

Principal of Elementary Schools

Principal of School for the Deaf

Principal of Junior High Schools

Principal of Day High Schools
Principal of Day Academic and Vocational High Schools
Principal of Youth and Adult Center
Principal of Independent Alternative High Schools
Principal of Special Education Schools

B. Other Supervisors

Director of Administration -- Division of High Schools
Director of All Day Neighborhood School Program
Director of Art
Director of Attendance
Director of Audio Visual Instruction
Director of Auxiliary Services
Director of Broadcasting
Director, Bureau of Child Guidance
Director of the Bureau of Children with Retarded Mental Development
Director of Business Education
Director of Community Education Centers
Director of Continuing Education
Director of Cooperative Education
Director of Division of Special Education and Pupil Personnel Services
Director of Early Childhood Education
Director of Education of the Physically Handicapped
(other than visually or acoustically handicapped)
Director of Education of the Visually Handicapped
Director of Education of Socially Maladjusted Children
Director of Education Staff Recruitment
Director of Elementary School Reading Clinics
Director of English
Director of Foreign Languages
Director of Guidance
Director of Health and Physical Education
Director of Hearing Handicapped
Director of Home Economics
Director of Industrial Arts
Director of In-Service-Training
Director of Mathematics
Director of Media and Telecommunications
Director of Music
Director of School Library Service
Director of School Plant Planning (Educational Facilities)
Director of Science
Director of Social Studies
Director of Special Events and Projects
Director of Specially Funded Programs-Bureau of Supplies
Director of Speech Improvement
Director of Trade and Technical Subjects
Director of Zoning
Assistant Administrative Director
Assistant Director of Administrative & Budgetary Research
Assistant Director of Art
Assistant Director of Audio Visual Instruction
Assistant Director of Audio Visual Instruction (Technical Operations)
Assistant Director of Auxiliary Services
Assistant Director of Broadcasting (Programming and Productions)
Assistant Director of Broadcasting (Technical Operations)
Assistant Director, Bureau of Child Guidance

Assistant Director of Business Education
Assistant Director of Classes for Children with Retarded Mental Development
Assistant Director of Community Education
Assistant Director of Curriculum Research
Assistant Director of Early Childhood Education
Assistant Director of Education of the Physically Handicapped (other than visually or acoustically handicapped)
Assistant Director of Education of Socially Maladjusted Children (Junior Guidance Classes Program -- Clinical)
Assistant Director of Education of Socially Maladjusted Children (Junior Guidance Classes Program -- Educational)
Assistant Director of the Education of the Visually Handicapped
Assistant Director of Educational Program Research and Statistics
Assistant Director of Educational Research
Assistant Director of English
Assistant Director of English for Pupils Learning English as a Second Language
Assistant Director of Foreign Languages
Assistant Director of Guidance (Educational and Vocational)
Assistant Director of Hearing Handicapped
Assistant Director of Health and Physical Education
Assistant Director of Home Economics
Assistant Director of Industrial Arts
Assistant Director of In-Service Training
Assistant Director of Mathematics
Assistant Director of Music
Assistant Director of Related Technical Subjects in the Vocational High Schools
Assistant Director of School Library Service
Assistant Director of Science
Assistant Director of Social Studies
Assistant Director of Speech Improvement
Assistant Director of Trade Subjects for Boys in the Vocational High Schools
Assistant Director of Trade Subjects for Girls in the Vocational High Schools
Supervisor of Art
Supervisor of Audio Visual Instruction
Supervisor of Bi-Lingual Education
Supervisor of Bi-Lingual Teachers in School and Community Relations
Supervisor of Classes for Children with Retarded Mental Development
Supervisor of Classes for the Emotionally Disturbed
Supervisor of Early Childhood Education
Supervisor of Education of Physically Handicapped (other than visually or hearing handicapped)
Supervisor of Education of Visually Handicapped
Supervisor of Guidance (Educational and Vocational)
Supervisor of Health and Physical Education
Supervisor of Hearing Handicapped
Supervisor of Home Economics
Supervisor of Industrial Arts
Supervisor of Industrial Arts and Handicrafts for Physically Handicapped
Supervisor of Motion Picture Production
Supervisor of Music
Supervisor of Program Production: Instructional Radio
Supervisor of Program Production: Instructional Television
Supervisor of Continuing Education
Supervisor of School Gardening
Supervisor of School Library Service
Supervisor of Special Education
Supervisor of Speech Improvement
Administrator of a Bureau of Child Guidance Center
Borough Guidance Coordinator (Educational and Vocational) and/or Supervisor of Guidance (E&V)
Divisional Administrative Assistant
Divisional Administrative Assistant Assigned to Office of Counsel
Assistant Director of Attendance

Chief Attendance Officer
Division Supervising Attendance Officer
District Supervising Attendance Officer
Editor of Curriculum Publications
Coordinator of Curriculum Periodicals
Chief School Psychologist
Chief School Psychiatric Social Worker
Educational Facilities Standards Coordinator
Assistant Coordinator of Adult Education
Coordinator of Adult Education

C. School Psychiatrists

Chief School Psychiatrist
School Psychiatrist

D. Education Administrators

Employees in Levels IV, III, II and supervisory employees in Level I of the Education Administrator title series.

License Title Compensation Level

Assistant Examiner School Personnel
Instruction Specialist I, II
Curriculum Development and Coordination
Instruction Specialist I, II
Educational Research, Evaluation and
Program Planning -- Instruction Specialist I, II
Funded Programs Management
Instruction Specialist I, II
Pupil Personnel Supportive Services
Instruction Specialist I, II
Special Education Program Specialist I, II
Staff Development and Training
Instruction Specialist I, II
Subject Area Instructional Program
Management Specialist I, II
Senior Assistant Examiner School Personnel
Instruction Specialist III, IV
Senior Curriculum Development
and Coordination Instruction Specialist III, IV
Senior Educational Research, Evaluation and
Program Planning -- Instruction Specialist III, IV
Senior Funded Programs Management
Instruction Specialist III, IV
Senior Pupil Personnel Supportive Services
Instruction Specialist III, IV
Senior Special Education Program Specialist III, IV
Senior Staff Development and Training
Instruction Specialist III, IV
Senior Subject Area Instructional Program
Management Specialist III, IV

E. Per Session Supervisors

All those employed as per session supervisors.
The employees in these titles are herein referred to variously as "employee" or "employees", "supervisor" or "supervisors" or

by title.

It is understood that all collective bargaining is to be conducted at Board headquarters level.

Nothing contained herein shall be construed to deny to any employee his/her rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable civil service laws and regulations.

ARTICLE II : FAIR PRACTICES

A. CSA agrees that it will continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, handicapping condition or age and that CSA will continue to represent equally all employees without regard to membership or participation in, or association with the activities of, any employee organization.

B. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, handicapping condition, age or membership or participation in, or association with the activities of, any employee organization.

C. The Board agrees that it will not require any supervisor to complete an oath or affirmation of loyalty unless such requirement is established by law.

ARTICLE III: SALARIES AND WELFARE BENEFITS

A. Salaries

The salaries for supervisors and the eligibility requirements therefor are as follows:

1. A supervisor shall be paid effective the date of proper assignment or appointment at the first step of the salary schedule in effect on that date, except that when the first step is an amount less than or equal to the supervisor's prior salary (excluding supervisory longevity increments), the supervisor shall be placed at the next step higher than the prior salary. If a supervisor is newly assigned or appointed to a position with a salary schedule identical to that of the supervisor's prior position, no step increment shall be granted. The appointment rate for any employee newly hired on or after the first day of the nineteenth month of this Agreement shall be the minimum rate which was in effect for the applicable title on the last day of the existing Agreement. Upon completion of one year of service, an employee hired on or after the first day of the nineteenth month of this Agreement shall be paid the indicated minimum for the applicable title in effect on the one year anniversary of such employee's original date of appointment to the title.

2. A properly assigned or appointed supervisor shall advance to each next succeeding step in the supervisor's salary schedule upon completion of each year of paid service in that schedule.

3. Longevity Increments

a. Effective October 13, 1992, or on such date thereafter as the requirements shall be met, additional compensation, known as "longevity increments" shall be paid to those employees eligible therefor pursuant to the conditions and at the rates set forth above. To be eligible for longevity increments, employees must be at the maximum step of their salary schedule with the requisite years of paid service as a supervisor in the New York City public school system. The amounts specified for longevity increments are inclusive of any previously earned longevity increments. The gross annual salary rates of employees to whom said longevity increment is payable shall be computed by adding the sum provided per annum to the rates ascertained without consideration of said longevity increment.

b. A longevity increment as provided above when attained by an employee shall be retained in the case where he is serving in another title in the bargaining unit and in which he is not at the maximum salary step of his new schedule, but shall be paid at the rate applicable to his new title.

B. Education Administrators

1. During the course of this Agreement the salary ranges for positions in the Education Administrator series covered by this

Agreement shall be as follows:
insert EA salary schedule here

2. An employee newly assigned or newly appointed during the course of this Agreement to a position in the Education Administrator series covered by this Agreement shall receive the minimum salary set forth in Subsection 1 for his level except as provided in Subsections 3 and 4 below.

3. If, prior to announcement of a vacancy for a position in the Education Administrator series covered by this Agreement, it is determined that the responsibilities and scope of the position warrant a salary greater than the minimum set forth in Subsection 1 of this paragraph, the Board may, after audit approval by the Division of Human Resources, consultation with CSA, and approval by the Chancellor, set a salary for the position greater than the minimum salary for that level set forth in Subsection 1, provided that no salary shall exceed the corresponding maximum. Disputes arising between the Board and CSA regarding the establishment of salaries pursuant to this Subsection shall be resolved through the grievance procedure, as provided in Article X, including binding arbitration. Until final resolution of a salary dispute, the minimum salary for the appropriate level shall be paid with retroactive adjustments being made to the employee following final resolution.

4. Any employee newly assigned or newly appointed during the course of this Agreement to a position in the Education Administrator series may receive a salary of up to 10% greater than the salary received prior to assignment/appointment, provided that no salary shall exceed the appropriate maximum as provided in Subsection 1.

5. Employees serving by assignment or appointment in positions in the Education Administrator series covered by this Agreement will receive a salary increase as follows:

(i) Employees serving on April 13, 1994, by assignment or appointment in positions in the Education Administrator series covered by this Agreement will on that date receive a 2.00% salary increase;

(ii) employees serving on April 13, 1995 by assignment or appointment in positions in the Education Administrator series covered by this Agreement will on that date receive a compounded 2.00% salary increase;

(iii) employees serving on October 13, 1995 by assignment or appointment in positions in the Education Administrator series covered by this Agreement will on that date receive an uncompounded 3.00% salary increase.

6. Longevity Increments

Education Administrators covered by this Agreement shall have their gross annual salary rates computed by adding the following sums per annum to the rates above, based upon years of paid service.

	10/13/92	4/13/94	4//13/95	10/13/95
1 but less than 2 years as EA	\$175	\$179	\$183	\$188
2 but less than 3 years as EA	\$200	\$204	\$208	\$214
3 but less than 4 years as EA	\$482	\$471	\$480	\$494
4 but less than 5 years as EA	\$650	\$663	\$676	\$696
5 but less than 10 years as EA	\$1025	\$1046	\$1067	\$1099
10 or more years as EA	\$1925	\$1964	\$2003	\$2063

15 years supervisory service an additional 1300

20 years supervisory service an additional 1250

C. Coordinators And Assistant Coordinators Of Adult Education

1. Salaries

The salaries for Coordinators and Assistant Coordinators of Adult Education properly assigned or appointed during the course of this Agreement shall be as follows:
Salaries here

Longevity increments are based upon years of paid service as Coordinators and Assistant Coordinators.

D. Welfare Benefits

1. Choice of Health Plans

The Board agrees to arrange for, and make available to each supervisor, a choice of health and hospital insurance coverage from among designated plans and the Board agrees to pay the full cost of such coverage. The Board, the CSA and the City of New York (the "City") continue to discuss the basic health program covering employees represented by the CSA and employees separated from service. Any program-wide changes to the existing basic health coverage made either by the Board and CSA or city-wide, by the Municipal Labor Committee and the City, will be expressly incorporated into and made a part of this Agreement.

2. Supplemental Benefits

The Board will provide funds effective October 13, 1992 at the rate of \$954 (\$1154 effective January 1, 1996) per year on a pro rata basis per month on behalf of each supervisor for the purpose of making available for each supervisor supplemental welfare benefits under a plan to be devised and established jointly by representatives of the CSA and of the Board.

3. Supplemental Benefits for Retirees

The CSA shall establish a supplemental welfare benefits fund for Supervisors and Administrators who have separated from service subsequent to June 30, 1970 who were eligible to receive supplemental welfare benefits and who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the Board of Education and the certified union representing such employees, who remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such program.

The Board of Education shall contribute the following annual amounts on a pro rata monthly basis for each eligible individual for remittance to the CSA Retiree Welfare Fund :

- a. Eligible Employees separated from service from July 1, 1970 through September 30, 1982
Effective October 13, 1992 \$360
Effective January 1, 1996 \$560
- b. Eligible Employees separated from service on or after October 1, 1982
Effective October 13, 1992 \$800
Effective January 1, 1996 \$1,000

With respect to any retiree who returns to temporary or part-time employment with the Board without rescinding his/her retirement, the Board shall continue contributions as required by this paragraph but shall not be required to make payments on such retiree's behalf to an active employees' welfare fund. The parties agree to continue discussions concerning contributions made to two or more welfare funds on behalf of one individual.

4. Annuity Fund

- a. The Board shall contribute at the rate of \$550 per year to the Teachers' Retirement System to be credited monthly to the annuity account of each supervisor covered by Article III A of this Agreement who is at the maximum step of his/her salary schedule.
- b. The Board will seek such legislation as may be necessary to provide for these annuity contributions. In the event that necessary enabling legislation is not enacted, the Board will pay monthly to each supervisor covered in the preceding paragraph the rate specified above.
- c. Effective April 13, 1994, the Board shall contribute at the rate of \$550 per year to the Teachers' Retirement System to be credited monthly to the annuity account of each education administrator who has completed two years of paid service as an education administrator.

5. Health Care Flexible Spending Account

a. A flexible health care spending account shall be established pursuant to Section 125 of the Internal Revenue Code. Those employees covered by this Agreement shall be eligible to participate on the same basis as they are eligible to participate in the citywide health benefits program. Participating employees shall contribute at least \$260 per year up to a maximum of \$1,000 per year. The labor-management health committee, which includes Union and City representatives, may modify these contributions levels, based on experience of the plan. Any unfunded balance may be deducted from final salary payments due an employee.

b. Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502.

c. An administrative fee of \$1.00 per week for the first year shall be charged for participation in the program. Pursuant to Section 125 of the Internal Revenue Code, an employee's participation in the account is irrevocable during any plan year and any excess funds in an employee's account at the close of any plan year is retained by the plan and not refundable to the employee.

E. Pension And Retirement Program

1. As provided in legislation, jointly sponsored by the Board of Education and the CSA which was enacted in the 1970 session of the New York State Legislature, the benefits of the Pension and Retirement Program, limited to supervisors of the New York City Board of Education who are contributors to the New York City Teachers' Retirement System and who are in the collective bargaining unit for which this collective bargaining contract was entered into and signed by the New York City Board of Education and CSA are as provided for in the Administrative Code of the City of New York, Chapter 4 Section 13-501 et seq. (Teachers' Retirement System) together with any amendments thereto.

2. Pension Legislation

a. The parties will jointly support legislation to allow active Tier II, III, and IV employees covered by this Agreement to purchase Tier I benefits at their expense through payroll deductions. Active employees enrolled in fractional plans will be allowed to enroll into the A plan on the same basis.

b. Section 2a is subject to the parties agreeing upon the costs of these benefit improvements, including any additional health insurance benefit costs, all of which will be born entirely by the participating employees without any cost to the Board or the City. A pension labor-management committee will be established to agree upon the details of the proposed legislation and its attendant costs and shall include representatives of the City, the Board and the CSA.

3. Tax Deferred Annuity Plan

The parties agree to jointly support legislation and to obtain any other necessary regulatory approval to enroll newly-hired employees who do not enroll in a retirement or pension system maintained by the City of New York in the Board's 403 (b) Annuity Plan at the time the employee is hired. It is further agreed that such employees will be provided with the option to withdraw from enrollment in the Board's 403 (b) Annuity Plan.

ARTICLE IV: SUPERVISION AND EVALUATION OF SCHOOL STAFF

Subject to the supervision of their superintendents, principals shall be the responsible administrative and pedagogical heads of the schools and during the regular school sessions shall be responsible for the supervision and evaluation of all staff members, including but not limited to the supervisory, teaching, security staff, custodians and custodian engineers constituting the organization of such schools. They, assisted by the schools' supervisory staff, shall take all proper measures to carry out in their schools all requirements of the Board of Education expressed in by-laws, rules, regulations and resolutions, and all instructions issued in pursuance thereof.

ARTICLE V: WORK YEAR AND SCHOOL DAY

A. School Supervisors

The established work year for school supervisors shall be modified as follows:

1. School supervisors shall report to work on the Monday before Labor Day.
2. Non-tenured school supervisors shall also be in attendance for 26 hours of conference time during the school year. Such conference time shall be scheduled after the school day by the appropriate Community Superintendent or the appropriate Assistant Superintendent for High Schools. The Board and the CSA agree that untenured supervisors may be permitted, with the approval of the appropriate Superintendent, to substitute 13 hours of professional conferences or seminars for 13 hours of the required 26 hours of training per year.
3. The CSA pledges its full cooperation in the efforts of the Board of Education to improve professional development of supervisory personnel.

B. Headquarters and District Offices Supervisors

1. The work year for Directors, Assistant Directors, Assistant Administrative Directors and other employees in titles applicable to headquarters and district offices and school supervisors on assignment to headquarters and district offices shall commence on September 1 of each year and end on the following August 31.
2. Directors, Assistant Directors, Assistant Administrative Directors and other employees in titles applicable to headquarters and district offices shall be granted each work year 31 days of vacation to be scheduled during the Christmas recess, the Easter recess, the summer vacation period and such other periods as can be arranged mutually with the bureau or office head.
3. School supervisors on assignment to district or headquarters offices shall have the same work year as that provided in the preceding paragraph for Directors.

C. Employees in the Title "Supervisor of"

The established work year for employees in the title "Supervisor of. . ." (Subject Area Supervisors, Special Area Supervisors and other supervisors in bureaus) shall be modified as follows:

The employee shall serve eight additional days to be scheduled for non-school days. In addition to the eight days, he/she may also be required to serve a week during the Christmas recess or the Easter recess or the summer vacation period.

D. School Day

The school day for supervisors serving in schools shall be 7 hours and 20 minutes inclusive of a duty-free lunch period. The additional time shall be used for supervisory and administrative functions in the school.

E. Training for New Intermediate Supervisors

The initial year of service for all new intermediate supervisors properly assigned or appointed on or after February 1, 1986, shall be modified to provide for five additional unpaid days of training. If the Board requires attendance on any or all of these five days prior to commencement of service, attendance during those days will be credited toward satisfying this requirement.

F. Education Administrators And Coordinators And Assistant Coordinators Of Adult Education

1. The hours of work for Education Administrators, Coordinators and Assistant Coordinators of Adult Education shall be 35 hours per week, exclusive of a daily one-hour lunch period. Education Administrators may request an adjustment to their established work schedule and their supervisors will have the flexibility to maintain an alternate work schedule provided it satisfies the following guidelines:

- a. The change does not interfere with job or office productivity or with their supervisor's ability to maintain office coverage.

b. The change does not reduce the number of work hours.

c. The change is approved by the superintendent or executive director.

Approval of Education Administrators' requested adjustment to their established work hours shall not be unreasonably withheld.

2. Education Administrators, Coordinators and Assistant Coordinators of Adult Education shall have a workyear beginning September 1 and ending the following August 31.

3. Education Administrators, Coordinators and Assistant Coordinators of Adult Education will be paid for all Board of Education holidays and all other days on which their office is closed for special observance or emergency pursuant to action of the Chancellor or community superintendent.

G. Vacation And Other Working Conditions For Education Administrators

1. Employees in the Education Administrator series covered by this Agreement who served in pre-existing pedagogical supervisory titles and whose positions were directly converted into the Education Administrator series shall continue to receive the same working conditions and benefits to which they were entitled prior to the conversion of their positions.

2. Vacations

a. Employees who formerly served as office-based supervisors under the previous CSA-Board bargaining agreement and who changed to Education Administrators titles prior to October 1, 1980, shall be entitled to 31 days vacation, computed at the rate of 2-1/2 days per month, plus one additional day for the month of December.

b. All other employees serving in Education Administrators positions covered by this Agreement shall receive annual leave benefits as follows:

A combined vacation, personal business and religious holiday leave allowance shall be established which shall be known as "Annual Leave Allowance."

The vacation year shall begin on September 1, and end on the following August 31.

Annual leave allowance shall be credited to employees who work a regularly scheduled five day week as follows:

Years of Continuous Service Monthly Accrual Rate Annual Leave Allowance

Prior to the beginning of the 1-2/3 days 20 workdays

8th year (four weeks)

At the beginning of the 2 days -- plus one additional 25 workdays

8th year day at the end of the (five weeks)

calendar year

At the beginning of 2-1/4 days 27 workdays

the 15th year (five weeks and 2 two days)

The maximum accumulation of annual leave credit which can be carried over from one vacation year to the next shall be the amount that an employee can accrue in the two-year period prior to the end of the vacation year. Preceding the end of the vacation year it shall be the employee's responsibility to request permission to use annual leave in order to stay below the maximum accumulation permitted. Any leave which exceeds the maximum accumulated limits established by this section shall be forfeited except under the conditions described below.

In the event that the Chancellor or his designee, or the appropriate Community Superintendent orders in writing that an employee forego the requested use of annual leave, that portion thereof shall be carried over though the same exceeds the limits fixed in the above paragraph. However, in no case may the accumulation exceed three years of annual leave allowance. The minimum unit of charge against annual leave allowance shall be one hour. For the earning of annual leave credit, a full month's credit shall be given to an employee who had been in full pay status for at least 15 calendar days during the month, provided that:

- (a) where an employee has been absent without pay for an accumulated total of more than 30 calendar days in the vacation year, the employee shall lose the annual leave credits earnable in one month for each 30 days of such accumulated absence even though in full pay status for at least 15 calendar days in each month during this period; and

(b) if an employee loses annual leave credits under this rule for several months in the vacation year because the employee has been in full pay status for fewer than 15 days in each month, but accumulated during said months a total of 30 or more calendar days in full pay status, such employee shall be credited with annual leave credits earnable in one month for each 30 days of such full pay status. Earned annual leave allowance shall be taken by the employees at the time convenient to the department or office in which the employee is assigned. In exceptional and unusual circumstances, the Executive Director of Human Resources for Central Divisions and the Community Superintendent for district staff may permit the use of a maximum of 10 days of annual leave allowance before it is earned.

3. Vested Benefits

All annual leave, sick leave, sabbatical leave, compensatory and Cumulative Absence Reserve time balances to the credit of an Education Administrator as of the day before his/her proper assignment or appointment shall remain to the employee's credit. Such balances may be used in accordance with leave regulations and to the extent not used are applicable toward terminal leave, leave-in-lieu of sabbatical and/or separation or termination from employment.

H. Vacation And Other Working Conditions For Coordinators And Assistant Coordinators Of Adult Education

1. Vacation

All Coordinators and Assistant Coordinators of Adult Education who were properly assigned or appointed as Assistant Coordinators of Adult Education prior to October 1, 1982 shall continue to be granted each work year 31 days vacation to be scheduled as can be arranged mutually with the office head.

All Coordinators and Assistant Coordinators of Adult Education who were properly assigned or appointed on or after October 1, 1982 shall be granted vacation each work year as provided in Article V G2b.

2. Vested Benefits

The provisions of Article V G3 shall be applicable to Coordinators and Assistant Coordinators of Adult Education.

ARTICLE VI: SPECIAL WORKING CONDITIONS

A. Relief from Non-Supervisory Duties in Schools

Except in the case of emergency conditions, intermediate supervisors shall not be assigned on a continuous basis to non-supervisory duties in connection with lunchroom operations, yard and stairway patrol. The Board will make every effort to obtain budgetary funds adequate to insure that appropriate personnel will be provided to relieve supervisors of such routine non-supervisory duties as taking inventory of material, distribution of supplies and textbooks, messenger service and bus duties. This section does not preclude the assignment of intermediate supervisors to the supervisory responsibility of maintaining good order and discipline.

B. Subject Area Supervisor Assignments

A subject area supervisor whose assignment to a district or bureau office is terminated shall not be replaced in that subject area assignment by a person not licensed as a supervisor.

C. Per Session Employment of Supervisors

When supervisory positions in the Board of Education are created for Federal, State or city projects to be conducted outside of school hours, the following practices will prevail:

1. Positions in schools under the jurisdiction of community school districts:

a. Only members of the supervisory staff of the district concerned shall be eligible for assignment to the position, if qualified. If qualified supervisors are not available in the district after a full recruitment effort by the Community Superintendent, or if the position requires unique qualifications, the position may be filled with other qualified supervisors.

b. When such position is limited to a single school site in which only teachers and children are to be supervised, supervisors in the school below the level of principal shall be given notice by the principal of such position and shall have priority of assignment to it.

c. When such position includes several school sites or requires the supervision of other supervisors, principals of the school sites involved shall be given notice of such position and have priority of assignment.

2. Positions under the jurisdiction of the Division of High Schools:

a. Only members of the supervisory staff of the high school district shall be eligible for assignment to the position, if qualified. If qualified supervisors are not available in the high school district after a full recruitment effort by the Division of High Schools, or if the position requires unique qualifications, the position may be filled with other qualified supervisors.

b. When such position is limited to an individual school site in which only teachers and children are to be supervised, supervisors in the school below the level of principal shall be given notice by the principal of such position and shall have priority of assignment to it.

c. When such position includes several school sites or requires the supervision of other supervisors, principals of the schools involved shall be given notice of such position and have priority of assignment.

3. Positions under the jurisdiction of the Division of Special Education:

a. When a position includes assignment to a site or sites under the jurisdiction of the Division of Special Education, only members of the supervisory staff of the Division of Special Education shall be eligible for assignment to the position, if qualified. If qualified supervisors from the Division of Special Education are not available after a full recruitment effort by the Division of Special Education, or if the position requires unique qualifications, the position may be filled by other qualified supervisors.

b. When a position includes assignment to a site or sites under the jurisdiction of a community school district, only members of the supervisory staff of the Division of Special Education or the community district where a site is located shall be eligible for assignment to the position, if qualified. If qualified supervisors are not available from these groups after a full recruitment effort by the Division of Special Education, or if the position requires unique qualifications the position may be filled by other qualified supervisors.

4. Positions at central board headquarters and in district offices:

Only members of the supervisory staff, including education administrators, of the division or district which has jurisdiction over the position shall be eligible for assignment to the position, if qualified. If qualified supervisors from the division or district which has jurisdiction over the position are not available after a full recruitment effort by the division or district, or if the position requires unique qualifications, the position may be filled by other qualified supervisors, including education administrators.

5. Rates of Pay

The applicable rates for per session employment shall be: effective October 13, 1992: Supervisor \$29.24 Coordinator, \$30.49; General Assistant, \$28.04; effective April 13, 1994 and shall be: Supervisor \$29.82; Coordinator, \$31.10; General Assistant, \$28.60; effective July 1, 1995 and shall be: Supervisor \$30.42; Coordinator, \$31.72; General Assistant, \$30.42; effective October, 13, 1995 and shall be: Supervisor, \$31.33; Coordinator, \$31.72; General Assistant, \$31.33.

The October 12, 1992 rate for any other per session title shall receive un compounded increases as follows: 2.00% effective April 13, 1994, 2.00% effective July 1, 1995 and 3.00% effective October 13, 1995.

6. Per session activities of 25 hours or less and certain other activities as mutually agreed between the Board and the CSA shall not be counted when determining the number of per session activities in which a supervisor serves. However, if the cumulative per session service exceeds the 270 hour maximum, a waiver will be required for those hours in excess of 270.

7. All unused per session sick leave earned on or after March 1, 1991 shall be transferred to the regular cumulative absence reserve.

D. Supervision of Training Positions

It is understood that the principal shall have general supervision of teacher-trainers assigned to a school and that other supervisors shall exercise direct supervision over such teacher-trainers.

E. Responsibility for Health Services

In order to relieve supervisors of the responsibility of making medical decisions, every effort will be made to insure that appropriate medical personnel are assigned or available to each school.

F. Teaching Exemptions for Assistant Principals

(Supervision) in High Schools

Exemptions from teaching for Assistant Principals (Supervision) in the high schools shall be based upon the following guidelines:

1. A supervisor of a Department with 5-19 teachers including the supervisor shall teach three classes daily.
2. A supervisor of a Department with 20 or more teachers including the supervisor shall teach two classes daily.
3. A supervisor who is assigned two or more Departments or whose Department includes staff in a main building and an annex, shall receive additional teaching exemption of five periods a week. For purposes of the additional teaching exemption for a supervisor with two or more Departments, a second Department is defined as one consisting of a minimum of five teachers, not including the supervisor, in an area having a significant and distinguishable difference in the nature of the instructional content being supervised.
4. In determining the numbers of teachers in a Department, each teacher supervised shall be counted as one teacher whether regular, probationer, substitute or out-of-license teacher. A Laboratory Assistant shall be counted as a teacher.
5. The Principal may in his/her discretion assign fewer teaching periods to an Assistant Principal (Supervision) in his/her school but not below a minimum of one teaching period per day, provided that the Principal requests and obtains approval for such assignment from the Assistant Superintendent for High Schools.
6. Stenographic services will be provided to high school Assistant Principals (Supervision) on the basis of one-half day per week of such services for each Assistant Principal (Supervision).

G. Professional Conferences

Supervisors shall be granted a maximum of four days per year excused absence with pay for the purpose of attendance at professional meetings or conferences. Such excused absence shall be approved by the immediate supervisor concerned if not inconsistent with the educational and supervisory needs of the bureau or school involved.

H. Bureau Conferences

Except in unusual circumstances, bureau supervisors shall be permitted to attend one bureau meeting each month. Directors shall give five days notice of such meetings to Community Superintendents and permission to attend shall not be unreasonably withheld.

I. Use of Personal Cars

Supervisors, except those who work primarily in mid-town Manhattan, if given authorization to use their personal cars on official business in accordance with criteria, procedures and other requirements of generally applicable rules and regulations issued by the Chancellor, shall be reimbursed in accordance with the allowance established by the City Comptroller. It is understood that this provision is subject to the continuing budgetary authority of the Board to permit use of personal cars on official business.

J. Supervisor Files

Official supervisor files shall be maintained under the following circumstances.

1. No material derogatory to a supervisor's conduct, service, character or personality shall be placed in the files unless the supervisor has had an opportunity to read the material. The supervisor shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing within three months of its occurrence, exclusive of the summer vacation period, may not later be added to the file.
2. The supervisor shall have the right to answer any material filed and his/her answer shall be attached to the file copy.
3. Upon appropriate request by the supervisor, he/she shall be permitted to examine his/her files.
4. The supervisor shall be permitted to reproduce any material in his/her files.
5. Material will be removed from the files when a supervisor's claim that it is inaccurate or unfair is sustained.

K. Equipment Repair

The Board will make every effort to assure the expeditious maintenance and repair of educational equipment and office machines which are customarily utilized by supervisory personnel.

L. Telephone Service

The Board will make every effort to provide each supervisor with a telephone in his/her office.

M. Allocation of Funds

Subject to the policies established by the Community Superintendent and the Community School Board or the appropriate Assistant Superintendent for High Schools and the Central Board, expense budget funds allotted to a school may be allocated by the principal in such manner as to further the educational goals of the school.

N. Supervisors of Special Education Assignment Preferences

Early in the Spring, supervisors of special education should be given an opportunity to express to the Community Superintendent, or designee, their preference for assignment to a single site or an itinerant assignment. They should also be given an opportunity at that time to express their preference for the particular available assignment within those categories (i.e., single site or itinerant). The Community Superintendent, or designee, will prepare and make available at each site, in time for supervisors of special education to submit their preferences, a list of all assignments within the appropriate jurisdiction. The special education supervisors should be given an opportunity to discuss their assignment requests with the superintendent or designee.

ARTICLE VII: GENERAL BENEFITS

A. Reimbursement for Medical Expenses

Supervisors shall be reimbursed by the Board for reasonable medical expenses, not exceeding \$750, incurred because of injuries in the line of duty, to the extent that such expenses are not covered by insurance. In accordance with existing regulations, as they may be modified by the parties, this limit is waived for employees injured as a result of an unprovoked assault while on duty or while on school premises.

B. Vacation Pay

1. Summer Vacation Pay

Summer vacation pay shall be prorated for the school year in which employees are properly assigned or appointed and for the

school year in which their service ceases on the following basis: Employees who are properly assigned or appointed after the start of the school year and employees who are terminated, laid off, resign or retire on/or before the end of the school year shall receive vacation pay for the summer following their proper assignment or appointment or cessation of service as follows: one-tenth (1/10) of the amount of the vacation pay which would be payable for a full school year's service shall be paid for each month of service or major fraction thereof during the school year in which they are properly assigned or appointed or cease service except that service of less than a major fraction during the first month of proper assignment or appointment shall be credited for summer vacation pay. The prorating of summer vacation pay for the year in which employees are properly assigned or appointed and for the year in which their service ceases in accordance with this provision shall not diminish the employees' entitlement to any other benefit including health insurance and welfare coverage they would have received under the prior method of payment.

2. Vacation Pay Credit and Service Credit

The estate of a supervisor who dies during the term of this Agreement shall receive a prorata amount, based on the length of his/her employment during the school year of the vacation pay he/she would have received had he/she been employed during the entire school year. This section shall not apply to those supervisors who are presumed to have retired on the day immediately preceding their death pursuant to Section B 20-410 of the Administrative Code of the City of New York, as amended. A regularly appointed or properly assigned supervisor who has rendered actual service during any school year covered in part by leave of absence for maternity and child care shall be given credit for salary increment purposes for any pro rata vacation pay received for such service.

3. Vacation Entitlement For Employees Newly Appointed To Or Leaving Education Administrator Titles

a. School-based employee moving to EA title

An employee who would have been entitled to summer vacation pay but who is assigned/appointed to an Education Administrator position after the start of the school term will be entitled to annual leave as if he/she had started service as an EA effective September 1 of the school year. Days not worked during school vacations prior to the employee's assignment/appointment to the EA position shall not be charged against his/her annual leave as an EA.

b. Education Administrator moving to a school-based titled

Pursuant to Chancellor's Regulation C-612, when service in a district office or headquarters position terminates upon assignment to school service, compensation for the summer vacation period which follows shall be determined by a combination of pro-rata summer vacation pay for service in the school position (see Article VII B1) and allowable annual leave paid at the rate of salary to which he/she is entitled at the time of the change, provided the combination of the two does not exceed the number of vacation days during the summer vacation period. Any unused annual leave days shall be vested to the employee's credit in accordance with limits established by contract.

C. Skin Test

The Department of Health of the City of New York, the Board and the CSA have agreed to the modification of present compulsory mass X-ray testing of supervisors as follows: Supervisors will be given a skin test. The skin test will be administered by the Department of Health. Where a skin test result proves to be positive, the Board may require an X-ray test. An enabling resolution to this effect was adopted by the Department of Health on May 6, 1962.

D. Requests for Medical Examination of Supervisors

The report of the immediate superior requesting examination of a supervisor pursuant to Education Law Section 2568 shall be made in duplicate. A copy of the report shall be forwarded to the supervisor.

E. Assistance in Assault Cases

1. All cases of assault suffered by supervisors in connection with their employment shall be reported by the immediate supervisor to the Office of Legal Services, the Director of School Safety and the Victim Support Program.

2. The Office of Legal Services shall inform the assaulted supervisor immediately of his/her rights under the law and shall provide such information in a written document.

3. The Office of Legal Services shall notify the assaulted supervisor of its readiness to assist the supervisor. This assistance

is intended to apply solely to the criminal aspect of any case arising from such assault.

4. Should the Office of Legal Services fail to provide an attorney to appear with the supervisor in Family Court, the Board will reimburse the supervisor if he/she retains his/her own attorney for only one such appearance in an amount up to \$40.00.

5. The provisions of Chancellor's Memorandum No. 40 1982-83 entitled "Assistance to Staff in Matters Concerning Assaults" shall apply.

F. Pay During Military Service

Supervisors on proper assignment or regular appointment who enter the military service shall be on leave of absence with pay during the first thirty days of service unless the Board is otherwise required to make payment of salary during such military service.

G. Excuse for Selective Service Examination

Supervisors called for selective service physical examination shall be excused without loss of pay for such purpose.

H. Damage or Destruction of Property

1. Supervisors shall not be held responsible for loss within the school of school property or children's property when such loss is not the fault of the supervisor. This does not exonerate the supervisor from responsibility for school property in his/her charge.

2. The Board of Education will reimburse supervisors for loss or damage or destruction, while on duty in a school or district office, of personal property of a kind normally worn to or brought into a school or district office.

Supervisors will also be reimbursed for loss or damage or destruction, while on official duty on field assignments, of personal property of a kind normally worn or carried on duty when such loss results from force or violence reported to the police.

3. Reimbursement will be limited to a total of \$100 in any school year, when the supervisor has not been negligent, to the extent that such loss is not covered by insurance.

4. The term "personal property" shall not include cash. The terms "loss," "damage" and "destruction" shall not cover the effects of normal wear and tear and use.

I. Payment for Jury Duty

Supervisors who are required to serve on jury duty will receive full salary during the period of such service, subject to their prompt remittance to the Board of an amount equal to the compensation paid to them for such jury duty.

J. Summons, Discharge or Review

1. Whenever, for reasons of misconduct, a supervisor either is summoned to the Office of a Community Superintendent or to the Division of Human Resources, or is required to participate in an interview for the record which may lead to disciplinary action, the following procedures shall apply:

The supervisor shall be given forty-eight (48) hours notice and a statement of the reasons for the interview. These provisions shall not apply where an emergency is present or where considerations of confidentiality are involved. The supervisor shall be entitled to be accompanied by a representative who is employed by the city school system or by an employee of CSA who is not a lawyer, and the supervisor shall be informed of this right. However, where the Superintendent concerned or the Division of Human Resources permits an attorney to represent any participant in the interview, the supervisor shall be entitled to be represented by an attorney. An interview which is not held in accordance with these conditions shall not be considered a part of the supervisor's personnel file or record and neither the fact of the interview nor any statements made at the interview may be used in any subsequent Board proceeding involving the supervisor. It is understood that informal conferences such as those between a Community Superintendent and a supervisor or the Division of Human Resources and a supervisor, for professional improvement, may be conducted off the record and shall not be included in the employee's

personnel file or record. This provision shall not apply to mandated conferences preceding reviews of other than satisfactory ratings including those pursuant to Section 41.3 of the Bylaws, or its successor.

2. Supervisors on probation shall be entitled to the review procedures before the Chancellor as prescribed in Section 5.3.4 of the Bylaws of the Board of Education. The three members of the discontinuance panel shall be selected as follows: The Chancellor or his designee will inform the CSA of the names of two of the members of the panel. The Chancellor or his designee will submit to the CSA a list of three names from which the CSA will select the third panel member.

3. The following procedures shall apply to the dismissal of an interim acting education administrator who has completed one calendar year of service in his/her assignment and is not, or has not been, required by law to serve a probationary period:

a. The Community Board or appropriate City Board official shall, at the time of dismissal, submit to the supervisor in writing a notice of dismissal together with a statement of reasons.

b. The supervisor may appeal his/her dismissal by submitting to the Chancellor a written notice of appeal no later than ten days after receiving the notice of his/her dismissal. The notice of appeal to the Chancellor shall contain an answer to the statement of reasons.

c. The Chancellor shall, within ten days after receipt of the notice of appeal, designate a committee to hear the appeal. The hearing shall be held as promptly as possible following the designation of the committee. The supervisor shall receive written notice of the time and place of the hearing by mail at least one week before the date of the hearing. The notice shall inform the supervisor that he/she is entitled to appear in person, to be accompanied and advised by any person of his/her choice, to be confronted by witnesses, to call witnesses and to introduce any relevant evidence. The attendance of an advisor or witness who is an employee of the Board of Education shall not be deemed absence from official duty, but such persons shall not absent themselves from school duty except pursuant to such rules as the Chancellor shall prescribe. No person in the employ of the Board of Education shall request or accept directly or indirectly any remuneration or other consideration for service as advisor or witness. A record tape or disc shall be kept of the proceedings where practicable in the form of a recording. In the event that sound recording is not available or breaks down, minutes shall be taken of the proceedings and said minutes shall be available to the supervisor upon reasonable written notice and upon payment to the Board of Education of fifty cents a folio. The supervisor shall be entitled to examine exhibits and, in addition, shall be entitled to receive a duplicate of the sound recording discs or tapes of the proceedings at cost.

d. The committee shall review the matter and submit its findings to the Chancellor within 20 days of the hearing.

e. The Chancellor shall make the final decision on the appeal for the Board of Education within 20 days of receipt of the committee's findings.

4. The parties are in agreement that it is in the best interest of the school system and the supervisors involved to expedite disciplinary proceedings against tenured supervisors under Education Law § 3020-a in a manner consistent with due process. For the period from October 13, 1992 until June 30, 1994, the parties have therefore agreed to expedite the 3020-a proceeding in the following manner:

a. The parties shall mutually designate a panel of arbitrators, to be known as 3020-a impartial chairpersons, selected from the panel of impartialists of the State Education Department. The State Education Department shall continue to administer the assignment of 3020-a matters to the panel. The impartialists shall be paid their customary rates and the difference between those rates and the rates paid by the State Education Department shall be borne equally by the parties.

b. Charges against tenured supervisors shall be processed in accordance with 3020-a; heard by a tripartite hearing panel composed of an impartial chairperson, a Board member and an employee member. As charges are brought to the State Education Department, they shall assign each case in rotation to an impartial chairperson who is available to schedule the case for hearing within 30 calendar days. The impartial chairperson shall hold an informal conference within two weeks of receipt of the charges for the purposes of clarification of issues and expedition of the scheduling of the case, which shall be scheduled for consecutive days under the conditions set forth in the regulations of the Commissioner. The cost of daily and/or expedited transcripts, when requested, shall be shared equally by the parties if mutually requested and by one party if not mutually requested. The parties shall submit any memoranda of law within two weeks of the receipt of the transcripts. Decisions in each case shall be issued within two weeks of the closing of the record.

5. From October 13, 1992 until June 30, 1994, tenured supervisors facing disciplinary charges may elect final and binding arbitration, in lieu of the expedited 3020-a procedure above:

a. Within 10 working days of receipt of the Statement of Charges, the supervisor, on a prescribed form, shall notify the Board and the CSA of the desire to pursue one of the following procedures:

- 1) No hearing
- 2) Expedited 3020-a procedure
- 3) Final and Binding Arbitration

b. The unexcused failure by the Supervisor to elect an option within ten working days of the receipt of charges will be deemed a waiver of the right to arbitration, and as provided by law, a waiver of the right to a hearing under 3020-a. In the event of a late election for arbitration, the arbitrator will determine, as a threshold issue, whether the failure to make the election within 10 working days shall be excused.

c. It is understood that the supervisor is bound by the alternative selected and will not be permitted to pursue more than one procedure.

d. If the supervisor chooses to pursue the arbitration procedure all applicable provisions of Article X C of this Agreement and Article 75 of the Civil Practice Laws and Rules shall apply.

1) The parties shall mutually designate a panel of arbitrators who shall be assigned cases by rotation and who shall schedule such assigned cases and informal conferences on the same basis and within the time frame as set forth in the expedited 3020-a procedure.

2) All hearings shall be conducted in accordance with the rules and procedures in the AAA's Voluntary Labor Arbitration Rules. The Arbitrator's powers include the power to conduct hearings; decide motions and hold pre-hearing conferences; administer oaths and affirmations; compel the attendance of witnesses and the production of documents; issue subpoenas; and take whatever actions are necessary to expeditiously resolve the case or render a determination. The Board and the supervisor may present statements of fact, witnesses, documentary and other evidence and argument, and may cross-examine the witnesses of the other party. The hearings shall be transcribed with the cost of transcription shared by the Board and the CSA. The cost of daily and/or expedited transcripts shall be shared equally by the parties if mutually requested, and by one party if not mutually requested. The expenses of witnesses for either side shall be paid by the party producing such witnesses. Memoranda of law shall be submitted within two weeks of the receipt of transcripts.

3) The Arbitrator shall issue a written decision within two weeks after the closing of the record. The decision shall fully detail the arbitrator's conclusions and any findings of facts; and state the penalty, if any. Such penalty may include an oral or written reprimand, a fine, a suspension for a fixed time without pay, or a dismissal. An acquitted supervisor shall be restored to his/her position and all charges shall be expunged from the supervisor's record.

4) Any fees and expenses in excess of that paid by the State Education Department, including the Arbitrator's rate shall be borne equally by the Board and the CSA.

5) Any arbitration determination shall be final and binding, subject only to judicial review under Article 75 of the CPLR.

6) The Board and the CSA agree to review this disciplinary arbitration alternative two years from the effective date of this Agreement to evaluate its effectiveness. At that time, either party may elect to sunset or both may agree to continue or modify the disciplinary arbitration alternative, provided that no supervisor then exercising the arbitration option is prejudiced by any contractual modifications occurring after the supervisor elected the option.

6. Effective July 1, 1994, Article VII J 4 and Article VII J 5 will be deleted from the collective bargaining agreement and all trials of charges against tenured supervisors will be governed by the applicable provisions of Education Law including Sections 2590-j, 3020, and 3020-a, as amended by Chapter 691 of the Laws of 1994.

K. Withdrawal of Resignation and Subsequent Reappointment

1. Requests for withdrawal of resignation on the part of supervisors who attained permanent tenure prior to their resignation shall be effectuated, subject only to medical examination and the approval of the Chancellor, provided that application for such withdrawal of resignation is made on or before the opening of school in September next following five years after the effective date of resignation. In all other cases of withdrawal of resignation, the requirements of Section 255 of the Board of Education Bylaws shall continue in effect.

2. Supervisors who resign and subsequently are reappointed shall be placed in the salary step at which they were at the time of resignation and shall be given the sick leave "bank" and sabbatical leave rights which they held at the time of resignation.

L. Excessing Rules

The following excessing rules shall be adhered to:

Rule 1. Supervisors of Special Education who were properly assigned or appointed to special education programs on or after March 1, 1991, other intermediate supervisors who were properly assigned or appointed on or after August 1, 1981, and all principals have no citywide seniority rights. Rights to placement are limited to the district in which the supervisor is serving at the time of excessing. All other supervisors have citywide seniority rights. For purposes of these excessing rules, the term "intermediate supervisor" shall mean any person serving by appointment or proper assignment as: assistant principal, education administrator-instruction specialist, assistant administrative director and supervisor of a subject area.

Rule 2. Within the school, the supervisor with the latest date of proper assignment/appointment within the tenure area will be the first to be excessed. Within the district office, the supervisor with the latest date of proper assignment/appointment within the license will be the first to be excessed from the office. If there is no vacancy within the district in the tenure area, the supervisor with the latest date of proper assignment/appointment within that tenure area will be the first to be excessed from the district.

Rule 3. Within a central bureau or central organizational unit, the supervisor serving in a central headquarters license with the latest date of proper assignment/appointment within the license will be the first to be excessed from the unit. If there is no vacancy within central headquarters in the appropriate tenure area, the supervisor with the latest date of proper assignment/appointment serving within that tenure area will be the first to be excessed from central headquarters.

Rule 4. Supervisors in excess in a school unit or district office under the jurisdiction of a community school board, including supervisors of special education appointed on or after March 1, 1991 to special education programs for which the Chancellor transferred administrative responsibility to community school districts pursuant to a resolution of the Board of Education dated December 17, 1986,* must be placed in vacancies within the district to the fullest degree possible. If no vacancy exists within the specific license, the supervisor must be placed in a vacancy within the appropriate tenure area in the community school district. For school units, districts or bureaus under the jurisdiction of the Chancellor, supervisors in excess in a school or bureau must be placed in appropriate vacancies in license within the district or central office. If no vacancy exists within the specific license, the supervisor must be placed in a vacancy in the appropriate tenure area under the jurisdiction of the Chancellor. Supervisors may be placed in other vacancies if deemed appropriate by the Division of Human Resources in consultation with the CSA.

* Note: The CSA agrees that supervisors of special education appointed on or after March 1, 1991 to special education programs have placement rights only within the tenure area in the district in which they were appointed and will support legislation to clarify Section 2588 3(b) of the Education Law to that effect.

The Board and the CSA agree that, should any layoffs of supervisors of special education occur as a result of the above change, they will jointly attempt to place those supervisors of special education in excess in vacancies in license that may exist in other districts, but this does not create an obligation or commitment to hire.

Rule 5. All leave-of-absence time for which salary credit is granted will not affect the earliest date of appointment/proper assignment for purposes of excessing. All other leave-of-absence time without pay or time lost because of resignation and subsequent reappointment/proper reassignment will affect the earliest date of appointment/proper assignment.

Rule 6. To minimize movement of personnel, excessed supervisors may be assigned when no other vacancies exist in the district, within the district to appropriate openings within license or tenure area resulting from leaves of absence without pay or sabbatical leaves.

Rule 7. The Chancellor has the responsibility for placing supervisors with city-wide seniority rights who are excessed from a district, and who cannot be accommodated by their own district, or who are excessed from a central bureau or central organizational unit, if vacancies exist within the tenure area in the City, subject to budgetary limitations. The supervisor will be placed, where possible, in a vacancy within the specific license area. Where possible, the wishes of the supervisor will be taken into account in his/her placement by the Chancellor.

Rule 8. An intermediate supervisor who has been excessed from a school in a district to another school in the same district may request an opportunity to return to the school from which he/she has been excessed if within a year a vacancy should occur in his/her license in that school. Such a request will have priority over any other transfer or appointment/assignment to that vacancy.

Rule 9. An intermediate supervisor properly assigned or appointed prior to August 1, 1981, who has been excessed from a district may request an opportunity to return to the district from which he/she was excessed if within a year a vacancy should occur in the license area. The Community Superintendent of a district in which an excessed supervisor has been placed shall have one opportunity within two years from the date of excess to request the return of the excessed supervisor to a vacancy in license in the district from which he/she was excessed. The return of an excessed supervisor to a vacancy in the original district shall have priority over any other transfer or assignment to that vacancy, except as provided in Rule 8. If an excess condition causes a layoff of staff in any licensed position, the provision of law will be followed to determine the staff member to be laid off, without fault and delinquency with the understanding that said member of staff is to be placed on a preferred list.

M. Medical Report and Review

The report of the Medical Bureau on an employee who was called for medical evaluation shall, upon written request of the employee, be sent to the employee's physician within 25 days after the evaluation. Upon the employee's request to the Medical Bureau, his/her physician shall have the right to examine his/her medical file.

An employee shall have the right to an independent evaluation by a medical arbitrator selected from rotating panels of doctors to be selected by mutual agreement of the Board and the Union in conjunction with the New York Academy of Medicine if the finding of the Medical Bureau to the Chancellor has resulted in:

1. Placement of the employee on a leave of absence without pay for more than one month; or
2. Termination of the employee's services; or
3. A recommendation for disability retirement; or
4. A denial of a leave with or without pay for more than one month.

A request for an independent evaluation of the finding of the Medical Bureau shall be submitted in writing by the employee to the Division of Human Resources within ten school days of receipt of notice from the Division of Human Resources that he/she has been placed on leave of absence without pay for more than one month, or that his/her services have been terminated, or that he/she has been recommended for disability retirement, or that he/she has been denied a leave with or without pay for more than one month. The Board and the CSA may agree on a case by case basis to permit, in special circumstances, an independent medical evaluation to employees who do not otherwise qualify for one under this Agreement. The medical arbitrator shall examine the employee and consult with the employee's physician and the Board's physician. The arbitrator's authority shall be limited to determining the medical aspects of the claim. The arbitrator's decision shall be rendered within ten days after he/she has completed the evaluation of the employee, and if made within his/her authority under this Agreement shall be accepted as final and binding by the Board and the employee. The fee of the medical arbitrator shall be shared equally by the Board and the employee.

N. Information to CSA

Lists of vacancies and any lists which may be established by the Division of Human Resources showing seniority of supervisors for purposes of implementing provisions of this Agreement relating to transfer shall be made available to CSA. In individual cases relating to transfer, specific information as to seniority will be made available to CSA.

O. Salary Payment

1. Salary payment will be made on a semi-monthly basis.

2. Effective June 1988, on the last day of the school year, employees shall receive five paychecks which are not to be cashed until the date appearing on the paychecks dated on or about June 30, July 15, July 30, August 15 and August 31. The Board and the CSA agree that any employee who attempts to cash or cashes any of these five paychecks prior to the date on the paycheck(s) shall thereafter reimburse the Board and/or the City of New York for any costs resulting from such action by deduction of such costs from the payments due to said employee.

The early distribution of these five paychecks shall end if five per cent of the paychecks in any one summer are prematurely cashed and the practice in existence prior to this Agreement shall resume.

P. Supervisory Support Program

The Board and CSA recognize that supervisory services should be delivered by a highly qualified and motivated staff, accorded the respect and professional treatment to which they are entitled.

Towards that end the Board and the CSA have agreed to seek resources and to provide supervisory support on a voluntary confidential basis to staff who have completed probation and who believe that their professional competence will benefit from that assistance in the manner provided below:

1. During the 1987-88 school year, a peer Supervisory Support Program panel shall be established which shall be composed of nine members, six of whom shall be supervisors selected by the CSA and three of whom shall be administrators selected by the Board.

2. This Panel will develop qualifications and procedures for the selection of intervenors and a coordinator of the program. The Panel shall advertise the intervenor and coordinator positions on a city-wide basis, posting the qualifications and procedures previously developed. The intervenors and the coordinator shall be selected in accordance with the posted procedure.

3. The Panel will also design and continually monitor a professional development program that enables the selected staff to meet the goals set forth above.

4. The intervenors and coordinator shall serve for a four year term.

5. Any supervisor, including Education Administrators, who receives a U-rating or formal warning or who has a reasonable basis for needing such assistance may request assistance from the Supervisory Support Program, in writing on a form promulgated by the Panel. The Panel will review the requests and promptly notify the supervisor of its determination as to whether assistance will be provided in that case. Such communications will be kept completely confidential.

6. The intervenor will develop a plan to assist the participating supervisor tailored to the specific needs of that supervisor and will work with the supervisor directly for not more than one year.

7. For three months following the start of the intervention period, there shall be no evaluation or observation of the participating supervisor. However, the participating employee's supervisor(s) will otherwise continue to exercise their responsibilities.

8. The Board, the CSA, and the participating supervisor agree that for any disciplinary action other than an appeal of a previous U-rating, all time limitations within which to bring such actions will be tolled for the three month period in which the participating supervisor is not evaluated or observed. For such U-rating appeals, the parties agree that the time limitations are tolled for the entire period of intervention.

9. All communications between the intervenor and the participating supervisor shall be completely confidential. As a condition of involvement in the program, all participants in the program, including the intervenor and the participating supervisor, must consent to the confidentiality provisions set forth in this paragraph. The Board and CSA agree that the intervenor, or any other person involved in the Supervisory Support Program shall not be subpoenaed by the Board or the

CSA or called to testify, produce documents or participate in any other way concerning the intervention in any proceeding involving the participating supervisor, including potential subsequent proceedings under Section 3020-a of the Education Law. No arbitrator, in any proceeding under the parties' control, shall accept evidence regarding such communications.

10. Except as otherwise herein provided the CSA, the Board or any participating supervisor may exercise any constitutional, statutory, regulatory or contractual right otherwise provided by law, regulation or contract.

11. The Board agrees to make available on a best efforts basis alternative career opportunities for supervisors who decide to leave their employment in the course of or following intervention.

12. Administrative procedures for effectuation of these provisions will be formulated by the Panel in consultation with the Board and the CSA and thereafter distributed by the Panel.

13. These procedures relate solely to issues of competency and no other grounds of discipline.

14. The acts of the Panel, intervenor, coordinator, CSA and the Board shall be final.

Q. Probationary Periods

1. All supervisors properly assigned or appointed on or after February 1, 1988 through September 30, 1988 shall serve a four year probationary period. Effective October 1, 1988 all supervisors properly assigned or appointed on or after that date shall serve a five year probationary period. A superintendent may propose the completion of probation for a supervisor who has provided exemplary and outstanding service, after a minimum of three years of appointed service in title, by writing to the Chancellor and providing a rationale or justification for the proposal. These matters are to be discussed as part of the annual professional performance review process. If the Chancellor is satisfied with the proposal and justification, the Chancellor will approve and the superintendent will then make a written report to the Community School Board recommending the supervisor for permanent certificate of appointment, in accordance with applicable provisions of law. In the case of High School or Citywide Special Education Programs, the Chancellor's approval of the Executive Director's proposal which has been recommended by the High School/Citywide Superintendent would also grant tenure. It is understood that these matters are not grievable. Any issues arising out of the implementation of this agreement will be considered jointly by the parties.

ARTICLE VIII: LEAVES OF ABSENCE AND SICK LEAVE

A. Leaves of Absence Without Pay

1. Leaves of Absence Without Pay

Leaves of absence without pay shall be granted upon application to supervisors on regular appointment or proper assignment for the following purposes:

a. Study related to the supervisor's license field.

b. Study to meet eligibility requirements for a license other than that held by the supervisor.

c. Acceptance of a supervisory or teaching position in a foreign country for one year, with such leave renewable for an additional year. Such position shall be sponsored or approved by the Government of the United States.

d. Acceptance of a teaching or supervisory position in the City University or a college of the University of the State of New York for one year with such leave renewable for one year.

The Board will recommend to the Teachers' Retirement Board the granting of retirement credit for the duration of the aforesaid leaves. "Urgent needs" of the school to which the supervisor is assigned may be asserted by the Board as justifying a temporary denial of any application for leave without pay.

2. Leaves of Absence for CSA Officers

Supervisors who are officers of the CSA or who are appointed to its staff shall, upon proper application, be given a leave of absence without pay during the 1992-93, 1993-94, 1994-95, and 1995-96 school years for the purpose of performing legitimate duties for the CSA. Supervisors given leaves of absence without pay shall receive credit toward annual salary increments on the schedules appropriate to their rank. The Board agrees to recommend to the Teachers' Retirement Board that the time spent on leave of absence pursuant to this section be granted as service credit for retirement purposes and that the supervisors receiving such leave of absence be permitted to pay regular monthly contributions based upon their earnable salaries as members of the supervisory staff for the period of such leave.

No more than ten leaves of absence without pay shall be granted for each full school year.

3. Leave Without Pay to Adjust Personal Affairs

Supervisors may be granted a leave of absence without pay of up to two years to adjust personal affairs (such as the winding up of a family business on the death or incapacitation of the family member in charge) in accordance with existing rules and regulations. Supervisors who are denied such a leave may refer the matter to the Executive Director of the Division of Human Resources for review and final determination.

B. Cumulative Absence Reserve and Sick Leave

1. For all supervisors except Education Administrators and Coordinators and Assistant Coordinators of Adult Education:

a. Supervisors on regular appointment or proper assignment shall be granted absence refunds for illness on application, without a statement from a physician for a total of no more than ten days in any school year. Supervisors will be allowed to use three of such ten days of sick leave for personal business provided that reasonable advance notice is given to the head of the school.

b. A supervisor on regular appointment or proper assignment who has exhausted his/her cumulative sick leave may borrow up to 20 days of additional sick leave. However, in order to assure that borrowed sick leave is repaid, the employee may be requested to sign an appropriate document prepared by the Board acknowledging a legal obligation to pay upon the cessation of service or commencement of a leave for more than one year.

c. Sick leave privileges shall extend to the taking of annual physical checkups or the taking of annual laboratory tests. Such absences shall be limited to one day in each school year.

d. Supervisors on regular appointment or proper assignment called to military duty will be credited upon their return with the same sick leave allowance for the period of their military service as they would have been entitled to in school service.

e. Supervisors serving in schools, or while on official duty on field assignments, shall not suffer loss of sick bank days for absence due to illness from the following children's diseases: rubeola (measles), epidemic parotitis (mumps), and varicella (chicken pox). It is understood that this paragraph does not apply to rubella (german measles). The Board will approve absences without loss of sick bank days for supervisors serving in schools who contract Hepatitis B as a result of working with children who have been evaluated as presenting a substantial risk of exhibiting acting out behavior.

f. Supervisors on regular appointment or proper assignment reinstated after retirement will be credited with the cumulative reserves remaining to their credit upon retirement.

g. Employees of the Board of Higher Education who transfer as regularly appointed or properly assigned supervisors to the Board shall have their cumulative reserves transferred and credited to them, but not in excess of the maximum number of days creditable in this system.

h. Supervisors who resign or retire shall, upon application, receive termination pay on the basis of one-half of up to 200 days of unused sick leave accumulated after September 1967. Only those supervisors who retire at the end of the school term shall be permitted, upon application, to receive termination pay on the basis of one-half of up to 200 days of their total accumulated sick leave.

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. The estate of a supervisor who dies during the term of this Agreement shall receive termination pay calculated on the same basis. This paragraph shall not apply to those supervisors who are presumed to have retired on the day immediately preceding their death.

pursuant to Section B20-410 of the Administrative Code of the City of New York as amended. Absence for illness after September 1, 1967, will be charged on a day for day basis to any unused sick leave accumulated prior to September 1, 1967. Absence immediately prior to resignation shall be paid on the same basis as termination pay.

i. For sabbaticals that commence on or after August 1, 1994, employees on sabbatical leaves of absence shall not accrue days in their cumulative absence reserves for the period of the sabbatical leave.

2. For Education Administrators, Coordinators and Assistant Coordinators of Adult Education:

a. A sick leave allowance of one day per month of service shall be credited to the individual covered by this agreement and shall be used only for illness of the employee.

b. Sick leave allowance is cumulative up to 200 days, including sick leave allowance accumulated prior to becoming an Education Administrator, a Coordinator or Assistant Coordinator of Adult Education.

c. Proof of illness may be required for absences of more than three consecutive workdays.

d. The normal unit of charge against sick leave allowance is one-half day. However, the immediate supervisor may approve the use of units of one hour.

e. In the calculation of sick leave allowance, a full month's credit shall be given to an Education Administrator or Coordinator or Assistant Coordinator of Adult Education who has been in full pay status for at least 15 calendar days during that month provided that: (a) where an individual has been absent without pay for an accumulated total of more than 30 calendar days in the workyear, he/she shall lose the sick leave credits earnable in one month for each 30 days of such accumulated absence even though in full pay status for at least 15 calendar days in each month during this period, and (b) if an individual loses sick leave allowance under this rule for several months in the workyear because he/she has been in full pay status for fewer than 15 days in each month, but accumulated during said months a total of 30 or more calendar days in full pay status, the individual shall be credited with the sick leave allowance earnable in one month for each 30 days of such full pay status.

f. Where an Education Administrator, Coordinator or Assistant Coordinator of Adult Education is hospitalized on annual leave, the period of such verified hospitalization shall be charged to sick leave and not to annual leave. Where an individual is seriously disabled but not hospitalized while on annual leave, and providing the individual submits proof of such disability satisfactory to the Executive Director of Personnel, written approval of the Executive Director may be given to charge such leave time to sick leave and not to annual leave, at the employee's option.

g. Sick leave allowance accumulated in another Board or City position shall be transferred to the employee's bank upon the employee's assignment/appointments as an Education Administrator, a Coordinator or an Assistant Coordinator of Adult Education.

h. At the discretion of the Executive Director of Personnel and upon the recommendation of the appropriate superintendent:

(1) Education Administrators, Coordinators and Assistant Coordinators who have exhausted all earned sick leave and annual leave balances may be permitted to use unearned sick leave allowance up to the amount earnable in one year of service chargeable against future earned sick leave; and

(2) Education Administrators, Coordinators and Assistant Coordinators may also be granted sick leave with pay for three months after 10 years of City service, after all credits have been used. In special instances, sick leave with pay may be further extended, with the approval of the Executive Director of Human Resources. The Executive Director of The Division of Human Resources shall base the determination in this matter on the nature and extent of illness and the length and character of service. Such extension, if granted, may not exceed nine months.

C. Sabbatical Leaves of Absence, Retirement-Leave-in-Lieu-of-Sabbaticals and Lump Sum Payments for Retirement-Leave-in-Lieu of Sabbaticals

1. Supervisors on sabbatical leave of absence shall receive compensation at the rate of sixty (60) percent of the supervisor's regular salary. The sabbatical leave pay of supervisors who receive a bonus shall be based upon their annual salary and the

amount of the annual bonus received.

2a. Supervisors who become eligible for a sabbatical leave on or after October 1, 1972, shall make application for such leave within three years of the date on which they become eligible.

If application is not made within the time limit specified in the preceding paragraph, or after the application is approved and the leave is not taken as approved, such sabbatical leave privilege will be forfeited.

2b. An application for a sabbatical leave made within the prescribed three year period as provided in subparagraph (a) above will be granted to an eligible applicant in accordance with Section 106, Subsection 9, of the Bylaws of the Board of Education and applicable regulations.

3. Supervisors who are eligible for payment of retirement benefits immediately upon retirement will be entitled to leave-in-lieu-of-sabbaticals under these conditions:

a. Supervisors who were eligible for one or more sabbatical leaves as of August 31, 1971, will be granted leave-in-lieu-of-sabbaticals in accordance with the following schedule:

4 or more sabbaticals -- 1 year of leave

3 sabbaticals -- 9 months of leave

2 sabbaticals -- 6 months of leave

1 sabbatical -- 3 months of leave

b. A supervisor who forfeits his/her sabbatical leave privilege as provided in paragraph 2(a) above will be credited for that sabbatical leave with one and one-half months of leave-in-lieu-of-sabbatical, except that such credit shall not result in eligibility for a total of more than one year of leave-in-lieu-of-sabbaticals under this section.

c. The period of a supervisor's leave-in-lieu-of-sabbaticals shall be reduced by one day for each sick day in excess of 30 days taken during the three year period immediately preceding the commencement of his/her retirement leave or in the case of those not entitled to retirement leave the three year period immediately preceding the commencement of his/her leave-in-lieu-of-sabbaticals. Sick days taken for a serious illness or injury that requires medical care in a hospital, or confinement in the employee's home or in a similar place or facility, for a period in excess of 14 consecutive calendar days shall not be counted in such reduction, upon approval by the Medical Bureau of satisfactory evidence.

d. Request for leave-in-lieu-of-sabbaticals will be granted only if the supervisor has filed an application for retirement designating as the date on which his/her retirement is to become effective the day immediately following the expiration of the leave-in-lieu-of-sabbaticals to which he/she may be entitled. Leave-in-lieu-of-sabbaticals will become effective immediately upon the expiration of retirement leave or, in the case of those not entitled to retirement leave, upon approval by the Division of Human Resources. During the period of his/her leave-in-lieu-of-sabbaticals the supervisor shall receive pension credit and he/she shall be compensated at the rate of forty (40) percent of his/her regular salary. If he/she does not withdraw the application for retirement filed as required in the preceding subparagraph, he/she shall receive an additional sum equal to sixty (60) per cent of his/her regular salary payable as of the effective date of his retirement.

4. A supervisor who is granted a regular sabbatical leave may not receive a leave-in-lieu-of-sabbaticals for a period of five years from the expiration of such sabbatical leave. This limitation shall not apply to a sabbatical leave granted to a supervisor for reasons of serious illness after exhaustion of all his/her sick leave allowance.

5. Sabbatical leave privileges accumulated by a supervisor as of August 30, 1971, shall be credited to him/her only as leave-in-lieu-of-sabbaticals in accordance with the provisions of paragraph 3 of this Section C. This limitation shall not apply to a sabbatical leave granted to a supervisor after August 30, 1971, and before his/her application for retirement, for reasons of serious illness after exhaustion of all his/her sick leave allowance. A sabbatical leave taken under the circumstances described in the preceding sentence will be deducted from the number of sabbatical leave privileges credited to the supervisor as leave-in-lieu-of-sabbaticals.

6. Sabbatical leaves may be granted to supervisors for study or for restoration of health at the discretion of the Chancellor as provided in the By-Laws. No more than 40 sabbatical leaves may be granted during the period October 13, 1992 - July 31, 1993, and no more than 40 sabbatical leaves during the period August 1, 1993 - July 31, 1994; and no more than 40 sabbatical leaves during the period August 1, 1994 - July 31, 1995 and August 1, 1995 - July 31, 1996. Sabbaticals for study shall be conditioned upon the supervisor remaining in the New York City school system for three (3) years after his/her return.

7.a. No supervisor shall be credited with leave-in-lieu-of-sabbaticals for any sabbatical he/she may become eligible for on or after October 1, 1976.

b. Effective October 1, 1976, no supervisor shall be granted leave-in-lieu-of-sabbaticals.

c. A supervisor, who may not be granted leave-in-lieu-of-sabbaticals as provided in paragraph (b) above, shall receive upon his/her retirement a payment equal to fifty percent (50) of the supervisor's monthly salary rate at retirement multiplied by the number of months or fraction thereof he/she would have been granted leave-in-lieu-of-sabbaticals. The payment shall be paid in three installments, one-third on his/her retirement date, one-third on the first anniversary date of his/her retirement and one-third on the second anniversary date of his/her retirement. The payments made under this paragraph shall not be credited for pension purposes. Should the supervisor die after retirement and before completion of payments under this section, such payments shall be paid to his/her estate.

8. Supervisors excused from service by the Board of Health of the City of New York because of tuberculosis may be granted up to five terms of sabbatical leave. Approval of the School Medical Director is required. Sabbaticals of this type are granted without reference to other regulations at the rate applicable to special sabbatical leaves for restoration of health. This provision is not applicable to Education Administrator or Adult Education titles.

D. Absence Without Notice

Supervisors who are absent for 20 consecutive school days without notice shall be deemed to have resigned unless they have reasonable cause for failure to notify. The issue of the reasonableness of the cause and the penalty, if any, shall be subject to the grievance procedure, including binding arbitration, set forth in Article X. The provisions of Article VII K shall not be applicable to supervisors deemed to have resigned pursuant to this section.

E. Notification of Retirement

The Board and the CSA recognize the importance of providing continuity in the educational leadership in the schools. Therefore the CSA will advise supervisors to notify the Board of their intention to retire six months prior to the actual retirement at the end of the school term.

The Board, in turn, upon receiving such notification, will fill the vacancy in accordance with existing regulations and to the extent possible by the beginning of the subsequent school term.

F. Interim Acting Assignments

Supervisors who accept an interim acting assignment under the jurisdiction of a different superintendent, will become, for all purposes, part of that superintendent's jurisdiction unless they seek and are granted a leave of absence from the superintendent of the jurisdiction in which they are serving prior to accepting the interim acting assignment. Such leaves of absence shall be for a period of time not to exceed one year and shall not be renewable. If the supervisor is granted a leave, the position shall not be considered a vacancy unless the superintendent chooses to fill the position. If the position is filled, the supervisor, upon returning from the leave, will be placed in a position in license in accordance with his or her seniority or will be in excess in accordance with the rules provided in Article VII L of the agreement.

ARTICLE IX: OPPORTUNITY FOR TRANSFER

A. School Supervisors

Supervisors shall be given an opportunity for transfer from one district to another district or from one high school to another, in accordance with the following principles:

1. To be eligible for transfer the supervisor shall have completed five or more years of continuous service in title in the school from which transfer is sought. Such service shall have been completed at the time he/she applies for transfer. In the case of a school supervisor who was excessed into another school or into a district office or into Central Headquarters and was then directly assigned to a school in the district from which the transfer is sought, years of continuous service shall be determined by including his/her service in the school from which he/she was excessed or in the district office or in Central Headquarters while in excess. A supervisor who under the excessing rules provided in Article VII returns to the school from which he/she was excessed within one year shall be considered to have had "continuous service" in that school.

A supervisor on assignment to a district office or Central Headquarters shall be eligible for transfer to a school if he/she had completed five or more years of continuous service in title in a school immediately preceding his/her assignment to the district office or to Central Headquarters.

2. The Community Board and the Community Superintendent of the district to which the transfer is sought or the appropriate Assistant Superintendent for High Schools shall interview no fewer than the five eligible applicants with the greatest seniority. If more than five eligible persons apply the five most senior applicants shall be interviewed. Seniority is to be calculated on the basis of years of service in title, with each year in a special service school counting as one and one-half years.
3. Vacancies for which supervisors are interviewed shall be filled within six school months of the occurrence of the vacancy.
4. Consent of the releasing district will not be required.
5. Administrative procedures for the effectuation of these provisions are to be formulated by the Board in consultation with the CSA.

B. Headquarters and District Office Supervisors

Headquarters and District Office Supervisors assigned prior to July 1, 1981, shall be given an opportunity for transfer to other district offices or Central Headquarters' offices in keeping with the following principles:

1. To be eligible for transfer the properly assigned or appointed supervisor shall have completed five or more years of continuous service in the district, division or other organizational unit from which transfer is sought. Such service shall have been completed at the time he/she applies for transfer.
2. In the case of a supervisor who was excessed into another district office or into a Central Headquarters position and was then directly assigned to the position from which the transfer is sought, years of continuous service shall be determined by including his/her service in the office from which he/she was excessed.
3. The Community Board and the Community Superintendent of the district to which the transfer is sought or the appropriate Executive Director for a central office shall interview no fewer than the five eligible applicants with the greatest seniority. If more than five eligible persons apply at least the five most senior applicants shall be interviewed. Seniority is to be calculated on the basis of years of service in the title.
4. Consent of the releasing district or central office will not be required.

C. Transfer Pool

A pool of supervisors who may be transferred within their districts will be established. Inclusion in the pool shall be on a voluntary basis and shall be for a two year period and renewable for additional two year periods. A supervisor may reject a transfer only once during the two year period and may opt out of the pool only at the time of rejecting the transfer.

ARTICLE X: GRIEVANCE PROCEDURES

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints. A resolution should occur at the earliest possible step in every case that can reasonably be resolved. In order to accomplish its stated purpose, a grievance conference must be attended by those individuals who may be able to promote resolution or, if resolution is not possible in a particular case, to provide the necessary information for a fair determination of the grievance. At the Chancellor's level, superintendents will be expected to attend or to have a suitable representative present at the conference. Failure to attend may result in sustaining the grievance on procedural grounds. Nothing contained herein shall be construed to prevent any individual employee from informally discussing a complaint with his/her immediate supervisor.

A. Definition

1. The term "grievance" shall mean:
 - a. A complaint by a supervisor covered by this Agreement that there has been as to him/her a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.

b. A complaint by CSA involving alleged misapplication or misinterpretation of this Agreement.

B. Adjustment of Grievances

Grievances shall be presented and adjusted in the following manner:

1. First Level--All Supervisors

A supervisor shall within 20 school days following the actual knowledge of the act or condition on which the complaint is based submit the complaint in writing to his/her immediate supervisor. The written complaint shall state the specific act or condition and grounds on which it is based, the contractual provision which is alleged to have been violated and the remedy sought. A Step 1 Grievance Form agreed upon by the parties shall be used, but failure to use the form will not result in forfeiture of the grievance. A grievance which is technically flawed at Step 1 may be promptly amended or refiled without regard to the stated time limitations. It is understood that, if the complaint is resolved at the first level, no formal record of the proceeding shall be made or kept without the written consent of the aggrieved supervisor. If the complaint is not resolved at the first level, the immediate supervisor shall issue a written decision, including supporting reasons in response to the information supplied by the grievant, within ten school days after receipt of the written complaint.

2. Second Level--Supervisors Other Than Principals

If the complaint has not been resolved at the first level, within 15 school days of the initial decision with his/her immediate supervisor, the grievant may file a written grievance with the appropriate Community or Assistant Superintendent, the Bureau Director or other appropriate Board official at the next higher level of supervision. Where the grievant is not represented by CSA, he/she shall file a copy of the grievance with CSA at the same time as he/she files his/her grievance, at this level. Within ten school days following receipt of the grievance, a conference shall be called by the supervisor with whom the grievance is filed with a view to arriving at a mutually satisfactory resolution of the complaint. Such conference shall be called on not less than two school days written notice to the grievant, his/her immediate supervisor and to the CSA. The grievant shall be entitled to representation at the conference by CSA or by a supervisor of his/her choice in the New York City school system. Where the grievant is not represented by CSA, CSA shall be permitted to attend the conference and present its views. If no mutually satisfactory resolution has been reached at the conference within five school days following the conference, the supervisor with whom the grievance is filed shall communicate his/her written decision, including supporting reasons in response to the information supplied by the grievant, to the grievant and his/her representative, to his/her immediate supervisor and to the CSA.

3. Third Level--Supervisors Other Than Principals

If the grievance is not resolved at the second level, CSA may, within 15 school days after receipt of the decision of the second level supervisor, appeal in writing to the Chancellor. The appeal shall set forth the basis for the grievance and the reasons for the appeal. Within ten school days following receipt of the appeal, but with not less than two school days written notice to all those who participated in the second level conference, a conference shall be called by the Chancellor or his/her designee with a view to arriving at a mutually satisfactory resolution of the complaint. The grievant shall be entitled to representation by the CSA. The immediate supervisor and the community or assistant superintendent will be expected to attend the conference or to have a suitable representative present at the conference in order to promote resolution of the grievance or, if resolution is not possible, to provide the necessary information for a fair determination of the grievance. Within 15 school days following the conference, the Chancellor or his/her designee shall communicate the written decision, including supporting reasons in response to the information supplied by the grievant, to the grievant and to the CSA.

4. Second Level--Principals

Where the grievant's immediate supervisor is a Community or Assistant Superintendent, the written grievance shall be filed directly with the Chancellor within 15 school days of the initial decision of the grievant's immediate supervisor. The right to file said grievance shall rest exclusively with the CSA. Within ten school days following receipt of the grievance a conference shall be called by the Chancellor or his/her designee with a view to arriving at a mutually satisfactory resolution of the complaint. Such conference shall be called on not less than two school days written notice to the grievant, his/her immediate supervisor and to the CSA. The grievant shall be entitled to representation at the conference by the CSA. The community or assistant superintendent will be expected to attend the conference or to have a suitable representative present at the conference in order to promote resolution of the grievance or, if resolution is not possible, to provide the necessary information for a fair determination of the grievance. If no mutually satisfactory resolution has been reached at this conference, within 15 school days following the conference, the Chancellor shall communicate his/her written decision,

including supporting reasons in response to the information supplied by the grievant, to the grievant and to the CSA.

5. Grievances Initiated By CSA

CSA may initiate a grievance as defined in paragraph A 1 b above at the level of a Community Superintendent, an Assistant Superintendent or the Chancellor as may be appropriate within 30 school days following the actual knowledge of the act or condition on which the complaint is based.

C. Arbitration

A grievance which has not been resolved at the level of the Chancellor may be submitted to an arbitrator by the CSA.

A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Chancellor under the grievance procedure, except in cases where, upon expiration of the 15 school day time limit for decision, the CSA filed notice with the Chancellor of intention to submit the grievance to arbitration and no decision was issued by the Chancellor within five school days after receipt of such notice. The proceeding may be initiated by the CSA filing with the Board and the American Arbitration Association a notice of arbitration. The notice shall be filed within ten school days after receipt of the decision of the Chancellor or, where no decision has been issued in the circumstance described above, within three school days following the expiration of the five school day period provided above. The notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the agreement involved.

The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding insofar as they relate to the selection of the arbitrator, the hearings, fees and expenses. The arbitrator shall issue his decision not later than 30 days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement and he shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law;
 2. Involving Board discretion or Board policy under the provisions of this Agreement, under Board Bylaws, or under applicable law, except that he may decide in a particular case that Board policy was disregarded or that its attempted application under any term of this Agreement was so discriminatory, arbitrary, or capricious as to constitute an abuse of discretion;
 3. Limiting or interfering in any way with the powers, duties, and responsibilities of the Board under its Bylaws, applicable law and rules and regulations have the force and effect of the law.
- The decision of the arbitrator shall be in writing and, if made in accordance with his/her jurisdiction and authority under this Agreement, shall be accepted as final by the parties to the dispute and both will abide by it. The arbitrator's fee will be shared equally by the parties to the dispute.

D. General Provisions as to Grievances and Arbitration

1. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision on the grievance.
2. Nothing contained in this Article or elsewhere in this Agreement shall be construed to deny to any employee his/her rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations.
3. All grievance conferences shall be held at convenient times and locations in order to afford a fair and reasonable opportunity for all those entitled to be present to attend. When such conferences are scheduled during Board working hours all persons participating shall be excused from their regular duties without loss of pay.

E. Time Limits

1. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall

permit the aggrieved supervisor to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed acceptance of the decision rendered at that level.

2. The time limits specified in this procedure may be extended in any specific instance by mutual agreement.

F. Priority Handling of Grievances

The Board and the CSA will consult periodically on the priority of handling grievances pending at the level of the Chancellor with a view to expediting the processing of grievances which require prompt disposition.

G. Material in File Arbitrations

The provisions of Article X C shall apply for grievances arising under Article VI J (Supervisor Files) except that:

1. Cases shall be submitted to an arbitrator designated by mutual agreement of the parties.
2. Awards shall be issued within five days after the close of the hearing and without opinion.
3. The voluntary labor arbitration rules of the American Arbitration Association shall apply to proceedings so far as they relate to the hearing.
4. Periodic consultations shall be held to monitor these procedures.

H. Special Procedures for Grievances Arising Out of Per Session

Employment where the grievance arises out of selection for Per Session Employment of Supervisors only, the provisions of Article X (A), (B), (C), and (D) shall apply except that the time limits prescribed in Article X (B) shall be modified in these respects:

1. The grievance must be presented orally or in writing within five days after the employee has knowledge of the act or condition which is the basis of the complaint.
2. The community or assistant superintendent, director or other appropriate Board official shall render a decision as expeditiously as possible but no later than three days after receipt of the complaint.
3. The grievance may be appealed by the CSA to the Chancellor within three days after the decision of Step 1 has been received.
4. The Chancellor shall communicate his/her decision within five days after receipt of the appeal.
5. If the grievance is not resolved at the Chancellor's level, it may be appealed to arbitration by the CSA within two days after receipt of the Chancellor's decision and the parties shall arrange for the prompt hearing and resolution of the grievance at arbitration.
6. In determining the time limits of this provision, Saturdays, Sundays and official Board of Education holidays shall not be counted.

I. Per Session Employment Arbitrations

Where the grievance arises out of the selection of Per Session Employment of Supervisors only, the provisions of Article X (C) shall apply for grievances arising under Article VI (C) except that:

1. Cases shall be submitted to an arbitrator designated by mutual agreement of the parties.
2. Awards shall be issued within five days after the close of the hearing.
3. The voluntary labor arbitration rules of the American Arbitration Association shall apply to proceedings so far as they relate to the hearing.
4. Backpay shall be available as a remedy only to the extent the Board cannot make an equal amount of substitute per

session employment available to the grievant. Such substitute per session employment shall be scheduled at a fair and reasonable time during the term of the position for which the grievant had applied. Substitute employment not during the term of the position shall be scheduled at a fair and reasonable time mutually agreed to by the parties.

ARTICLE XI: SPECIAL COMPLAINTS

It is the declared objective of the parties to encourage the prompt and informal resolution of special complaints not covered by the grievance procedure and to dispose of such complaints as they arise and to provide recourse to orderly procedures for their adjustment.

A. Definition

A "special complaint" by a supervisor that a person or persons or groups are engaging in a course of harassing conduct, or in acts of intimidation, which are being directed against him/her in the course of his/her employment, and that the principal of the school in which he/she is assigned or the Community Superintendent of the district in which he/she is employed or the appropriate Assistant Superintendent at the high school level has not afforded the supervisor adequate relief against such course of conduct or acts of intimidation.

B. Filing and Priority Handling

A special complaint shall be promptly filed with the Chancellor by the affected employee or, upon his/her request, by the CSA. Such complaint shall receive expedited handling pursuant to this Article.

C. Joint Investigation and Informal Resolution

Within five days after the special complaint is filed with the Chancellor, a Joint Investigating Committee consisting of one representative designated by the Chancellor and one representative designated by CSA shall investigate the complaint at the school or district level to ascertain the facts and bring about a prompt resolution of the problem without resort to formal procedures. In the course of its investigation, the Joint Investigating Committee shall confer with the principal of the school, the Chancellor and other persons involved in the controversy.

D. Administrative Hearing and Continued Attempt at Informal Resolution

If the complaint is not resolved by the Joint Investigating Committee to the satisfaction of the affected supervisor the CSA may request a hearing before the Chancellor. Within five days after receipt of the request for hearing, the Chancellor, or a representative designated by him/her, shall hold a hearing at which the Joint Investigating Committee shall report its findings. At the hearing the Chancellor, or his/her representative, shall make every effort to resolve the complaint informally and all persons shall cooperate towards this end.

E. Decision of the Chancellor

Within five days following the close of the hearing, the Chancellor shall notify all parties of his/her decision and the manner in which it shall be effectuated.

F. Fact-Finding and Recommendations

If the complaint is not resolved by the Chancellor, the CSA may submit it for hearing and fact-finding before an arbitrator selected in accordance with Article X (C) of this Agreement. The submission shall be made within ten school days after the issuance of the Chancellor's decision.

The voluntary labor rules of the American Arbitration Association shall apply to the proceeding insofar as they relate to the hearing, fees and expenses. The fact-finder shall render findings not later than 72 hours from the date of the close of the hearing or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the fact-finder. The findings of fact shall be in writing. The fact-finder shall limit his/her findings strictly to the question whether the employee's complaint has been substantiated by the evidence. If the fact-finder finds the complaint to be substantiated and

unremedied, he/she shall recommend an appropriate remedy.

The fact-finder shall not interpret or apply the provisions of this Agreement or exercise any of the other functions specified in Article X of this Agreement, nor shall he/she exercise any of the powers conferred upon trial examiners pursuant to Section 2590-j 7 (f) of the Education Law.

G. Board Consideration

Within ten days after receipt of the fact-finder's report or the date of the next executive session of the Board, whichever is later, the Board shall make a determination.

ARTICLE XII: SPECIAL CONSULTATION

A. Districts, Bureaus and High Schools

A CSA consultation committee shall be established in each community district, high school subdivision and bureau. The community superintendent, bureau director or assistant superintendent for the High School sub-division shall meet once a month with such committee for the purpose of consulting with respect to matters of mutual concern in the areas of educational and supervisory responsibility and to questions relating to the implementation of this Agreement.

B. Chancellor

A CSA committee will meet monthly with the Chancellor or his/her Deputy for consultation on matters of mutual concern and on questions relating to the implementation of this Agreement. CSA will be consulted in advance by the Chancellor or his/her Deputy on any proposed changes in policy or administration which may involve supervisory working conditions.

ARTICLE XIII: EXCLUSIVE CHECK-OFF

The Board will honor, in accordance with their terms, only such written authorizations as are properly executed by employees in the unit covered by this Agreement for the deduction of their dues in behalf of the CSA. The Board will honor individual written authorization for the deduction of CSA dues in accordance with their terms, including authorizations stating that they are irrevocable until the following June 30 and automatically renewable for another year unless written notice is given to the Board between June 15 and June 30.

ARTICLE XIV: AGENCY SHOP

The Board shall deduct from the wage or salary of employees in the bargaining unit who are not members of the CSA an amount equivalent to the dues levied by the CSA and shall transmit the sum so deducted to the CSA, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York, as amended. The CSA affirms it has adopted such procedure for refund of agency shop deduction as required in Section 3 of Chapters 677 and 678 of the Laws of the State of New York. This provision for agency fee deduction shall continue in effect so long as the CSA maintains such procedure. The Union shall refund to the employees any agency shop fees wrongfully deducted and transmitted to the Union. The Union agrees to hold the Board harmless against claims arising out of the deduction and transmittal of agency shop fees in instances where there is a final adjudication by a court or arbitrator or by PERB that said agency shop fees should not have been deducted and transmitted to the Union. The agency shop fee deductions shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

ARTICLE XV: CONFORMITY TO LAW

A. If any provision of this Agreement is or shall at any time be contrary to law, then such provisions shall not be applicable

or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the CSA.

B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.

ARTICLE XVI: NO STRIKE PLEDGE

This Article is required by the Public Employees' Fair Employment Act, as amended by Section 204a, approved March 10, 1969. The CSA and the Board recognize that strikes and other forms of work stoppages by supervisors are contrary to law and public policy. The CSA and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The CSA therefore agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work, by the supervisors covered by this Agreement, nor any instigation thereof.

ARTICLE XVII: NOTICE- LEGISLATIVE ACTION

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XVIII: MATTERS NOT COVERED

With respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the Board agrees that it will make no changes without appropriate prior negotiation with the CSA.

The Board will continue its present policy with respect to sick leaves, sabbatical leaves, vacations, holidays and injury in the line of duty, except insofar as change is commanded by law.

ARTICLE XIX: DEFINITIONS

As used in this Agreement, the following terms shall mean:

A. Chancellor -- The term "Chancellor" shall mean the Chancellor of the City district.

B. Community Superintendent -- The term "Community Superintendent" shall mean a Community Superintendent of a Community Board.

C. Board -- The term "Board" shall mean the City Board, it being understood, nevertheless, that this Agreement is binding on all Community Boards in accordance with Section 2590 of the Education Law.

D. Intermediate Supervisor -- Except for purposes of Article VII L, the term "Intermediate Supervisor" shall mean (a) in school organizations -- an Assistant Principal, an Assistant Principal (Administration) and an Assistant Principal (Supervision) and (b) in headquarters, district or other organizations -- an Assistant Director and all other lower ranking supervisors.

E. Community Board -- The term "Community Board" shall mean the Board of Education of a community district.

ARTICLE: SCHOOL PSYCHIATRISTS

A. The following provisions of the Supervisors' Agreement are made applicable to the employees in the School Psychiatrists' unit: Article II -- Fair Practices;

Article III E -- Pension and Retirement Program; Article VI J -- Supervisor Files; Article VII -- General Benefits to provide the following benefits: Reimbursement For Medical Expenses; Vacation Pay Credit and Service Credit; Assistance In Assault Cases; Pay During Military Service; Excuse For Selective Service Examination; Damage or Destruction of Property;

Payment for Jury Duty; Section 4 of Summons, Discharge or Review; Withdrawal of Resignation and Subsequent Reappointment; Medical Report and Review and Information to CSA; Probationary Periods. Article X -- Grievance Procedure; Article XII -- Consultation; Article XIII -- Exclusive Checkoff; Article XIV -- Agency Shop; Article XV -- Conformity to Law; Article XVI -- No Strike Pledge; Article XVII -- Notice - Legislative Action; Article XVIII -- Matters Not Covered (first paragraph); Article XXVI -- Cost Limits; Article XXVII -- Duration.

B. Article VIII

Leaves of Absence and Sick Leave of Supervisors' Agreement shall be applicable to employees in this unit except that the provisions which provide for retirement-leave-in-lieu-of-sabbaticals shall not apply to employees in this unit.

C. Salaries

The following salary schedule shall apply during the term of the agreement:
insert Psychiatrists' salaries here

D. Longevity Increments -- Psychiatrists

Effective October 1, 1987, or on such date thereafter as the requirements shall be met, additional compensation known as "longevity increments", shall be paid to those employees eligible therefor pursuant to the conditions and at the rates set forth below. The gross annual salary rates of employees to whom said longevity increment is payable shall be computed by adding the sum provided per annum to the rates ascertained without consideration of said longevity increment. Longevity increments shall be payable as follows:

1. 15 hour license employees at the maximum step of their salary schedule with seven years of paid service as a psychiatrist but less than 15 years of service (effective December 1, 1989, seven years but less than ten years of service) as a psychiatrist in the New York City public school system shall have their gross annual salary rates computed by adding the sum of \$889 (\$933 effective November 1, 1988 and \$975 effective December 1, 1989) per annum to the rates ascertained without consideration of such longevity increment.
2. Effective December 1, 1989, 15 hour license employees at the maximum step of their salary schedule with ten years of paid service as a psychiatrist but less than 15 years of service as a psychiatrist in the New York City public school system shall have their gross annual salary rates computed by adding the sum of \$1425 per annum (inclusive of longevity increment provided in paragraph 1 above) to the rates ascertained without consideration of such longevity increment.
3. 15 hour license employees at the maximum step of their salary schedule with 15 or more years of paid service as a psychiatrist in the New York City public school system shall have their gross annual salary rates computed by adding the sum of \$1554 (\$1632 effective November 1, 1988 and \$1706 effective December 1, 1989) per annum (inclusive of the longevity increments provided in paragraphs 1 and 2 above) to the rates ascertained without consideration of such longevity increment.
4. When attained by an employee, a longevity increment shall be retained in the case where he/she is serving in another title in the bargaining unit and in which he/she is not at the maximum salary step of this new schedule.
5. School psychiatrists (35 hours) shall receive the same longevity increment provided for principals of day high schools.

E. Welfare Benefits

Article III C, Welfare Benefits, paragraph 1, Choice of Health Plans, Paragraph 2, Supplemental Benefits, and Paragraph 3, Supplemental Benefits for Retirees, of the Supervisors' Agreement shall apply to all employees in this unit.

ARTICLE XXI: COMMITTEES

A. A labor-management committee shall be established by the Board and the CSA to consider such matters as:

- i. Role and responsibility of Assistant Principals (Supervision) in high schools
- ii. Work day and work year of school-based supervisors and "Supervisors of. . ."
- iii. Vacation entitlements of Education Administrators who become school-based supervisors and the vacation entitlements of school-based supervisors who become Education Administrators.
- iv. Reduction of paperwork.
- v. Children left after school.
- vi. Minimum supervisory staffing standards for efficient functioning of schools.
- vii. Partnership between CSA and the Board regarding all supervisory staff development.
- viii. Condensing the number of license areas covered by the CSA contract.
- ix. Salaries of Principals at different levels.
- x. Supervisory professionalism.
- xi. Elimination of sabbatical leaves and replacement of them with health leaves at no additional cost.

The committee listed above shall be composed of members appointed by the Chancellor and the CSA. An agenda shall be presented in advance of the monthly meetings.

ARTICLE XXII: EVALUATION/OBSERVATION JOINT COMMITTEE

The CSA and the Board of Education are committed to attracting and retaining the most competent staff and will strive towards the creation of an evaluation and professional development plan that gives each supervisor and administrator choices and a role in his/her own professional growth, particularly with respect to supervisory and administrative skills and knowledge. This program should enable employees to assist in the professional development of less experienced staff members.

To this end the CSA and the Board of Education will establish a joint committee which will undertake a study to seek out and put into place a high quality prescriptive evaluation and professional growth system. We will seek to enhance and develop skills and knowledge as well as provide a means of identifying supervisors and administrators whose professional competence is in question.

The committee will seek out and work with the best educational and staff development experts in the nation to assist in this project.

The committee will complete its business by February 11, 1996.

ARTICLE XXIII: CHAIRPERSONS OF COMMITTEES ON SPECIAL EDUCATION

A. General Terms And Conditions

The following provisions of the supervisors' Agreement shall apply to Chairpersons covered by this agreement: Article II -- Fair Practices; Article III D, 1, 2, and 3 -- Welfare Benefits (effective January 1, 1993); Article III E -- Pension and Retirement Program; Article VI G -- Professional Conferences, H -- Bureau Conferences, I -- Use of Personal Cars, J -- Supervisor Files, K -- Equipment Repair, and L -- Telephone Service; Article VII A -- Reimbursement for Medical Expenses, C -- Skin Test, D -- Requests for Medical Examination of Supervisors, E -- Assistance in Assault Cases, F -- Pay During

Military Service, G -- Excuse for Selective Service Examination, H -- Damage or Destruction of Property, I -- Payment for Jury Duty, J 1 -- Summons, M -- Medical Report and Review, N -- Information to CSA, and O -- Salary Payment; Article VIII A -- Leaves of Absence Without Pay, D -- Absence Without Notice, and E -- Notification of Retirement; Article X -- Grievance Procedure; Article XI -- Special Complaints; Article XII -- Consultations; Article XIII -- Exclusive Check-Off; Article XIV -- Agency Shop; Article XV -- Conformity to Law; Article XVI -- No Strike Pledge; Article XVII -- Notice -- Legislative Action; Article XVIII -- Matters Not Covered; Article XIX -- Definitions; Article XXI -- Committees; Article XXII -- Evaluation/Observation Joint Committee; Article XXV -- Gainsharing Initiatives; Article XXVI -- Cost Limits; and Article XXVII -- Duration.

B. Salaries

1. The salary for Chairpersons shall be:

Effective April 13, 1994 \$63,948

Effective April 13, 1995 \$65,227

Effective October 13, 1995 \$67,184

2. Chairpersons with five years or more of paid service as chairperson shall have their gross annual salary rates computed by adding the sum of \$2,000 (effective April 13, 1994, \$2,040; effective April 13, 1995, \$2,081; effective October 13, 1995, \$2,143) to the rate determined in paragraph 1 above.

3. Effective October 13, 1995, Chairpersons with 15 years or more of paid service as a supervisor shall have their gross annual salary rates computed by adding the sum of \$1,300 to the rate determined in paragraphs 1 and 2 above.

4. Effective October 13, 1995, Chairpersons with 20 years or more of paid service as a supervisor shall have their gross annual salary rates computed by adding the sum of \$1,250 to the rate determined in paragraphs 1, 2 and 3 above.

C. Work Week, Work Year, Vacations, Vested Benefits and Sick Leave

The work week, work year, vacations and vested benefits provisions applicable to Education Administrators and contained in Article V F and G shall apply to Chairpersons covered by this agreement. The sick leave provisions applicable to Education Administrators and contained in Article VIII B 2 of this agreement shall apply to Chairpersons.

ARTICLE XXIV: GAINSHARING INITIATIVES

a. The parties hereby agree to a Boardwide gainsharing initiative. "Gainsharing" is defined as the sharing by labor and management of savings generated by significantly increased and measurable productivity initiatives and reforms while maintaining or increasing existing educational service levels. The parties agree to establish a committee to develop a gainsharing program (the "Gainshare Committee"), which shall be chaired by the Chancellor and the CSA President and shall include additional members to be named by each chair. The Gainshare Committee will jointly develop a gainsharing program and issue a mission statement. No later than the start of the February 1995 school term, each chair shall submit at least four substantial proposals. Such proposals must have meaningful quantifiable and documented savings. The proposals should also include mechanisms for joint monitoring of the ongoing and sustained achievement of these savings. Within 45 days of the submission of such proposals, the Gainshare Committee shall agree to proceed on a minimum of three significant programs to be implemented during the 1995-96 school year, or such other date as may be mutually agreed to by the parties. The proposals may, in the first instance, include pilot programs within the school system and between the school system and city agencies.

b. The Gainshare Committee will establish milestones and monitor on a regular basis the progress of the gainsharing programs set forth in this provision and will continue to develop additional gainsharing initiatives for implementation. The parties shall agree to a plan for the apportionment of the savings generated by the gainsharing programs. Such savings shall be distributed once the program is implemented and the appropriate monitoring systems are in place.

c. It is the intention of the parties to develop gainsharing initiatives throughout the school system. These initiatives may require, but are not limited to, changes in the level, methods, means, personnel, organization, and technology of school services. The co-chairs will establish the appropriate labor-management committees to jointly develop gainsharing programs. Such committees will report their progress to the Gainshare Committee. Employee participation in developing gainsharing proposals will be encouraged.

d. If there is any dispute as to the implementation of agreed upon programs or the apportionment of the savings generated by these gainsharing programs, either party may submit the matter for an expedited determination to a joint panel consisting of one person designated by the Chancellor, one person designated by the Union President, and one impartial chairperson jointly selected by the Chancellor and the Union President. Where the dispute involves educational issues, the jointly selected impartial must have some educational expertise and experience. The joint panel shall also have the authority to hear and decide any and all disputes brought by either party arising out of the implementation of the terms of this article. Such disputes shall be submitted to the joint panel for an expedited determination. Such determinations shall be issued within thirty (30) days of submission of any dispute to the joint panel and such determinations of the joint panel shall be final and binding.

e. The Gainshare Committee shall be assisted in its mission by an Educational Productivity Advisory Council (EPAC) which shall consist of representatives from the city's academic and business communities, to be selected jointly by the co-chairs of the Gainshare Committee. The EPAC shall include at least one parent of a child of the public schools. The EPAC shall work with the Gainshare Committee to review CSA operations and formulate strategies as to the implementation of a more effective and efficient delivery of services. The EPAC shall also be responsible for producing periodic reports on the progress of the gainsharing programs.

f. The parties recognize that in certain cases in order to maximize the savings associated with gainsharing proposals to be shared by the parties, reassignment of employees may be required. The policy and procedures for any such reassignment will be negotiated by the parties.

g. The parties agree that there shall be no layoffs resulting from any gainsharing program developed.

ARTICLE XXV: COST LIMITS

The parties agree that the terms of this unit agreement shall be effective October 13, 1992, and terminate February 11, 1996, and that this Agreement conforms to the Memorandum of Agreement of October 18, 1994 and the Financial Plan of the City of New York.

ARTICLE XXVI: DURATION

This Agreement and each of its provisions shall be effective as of October 13, 1992, and shall continue in full force and effect until February 11, 1996. The provisions of this Agreement are modified by and subject to any applicable provisions of the New York State Financial Emergency Control Act for the City of New York, as amended.

DONALD SINGER

President

Council of Supervisors and
and Administrators of the
City of New York, Local 1

American Federation of
School Administrators

CAROL GRESSER

President

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

Brooklyn, New York -- 1994

