

2021–2027 AGREEMENT

between

THE CITY UNIVERSITY OF NEW YORK



acting on behalf of

**Clerical, Custodial, and Related Employees
Of the Educational Opportunity Centers of
Brooklyn, Manhattan, Queens and the Bronx**

and

DISTRICT COUNCIL 37

E.O.C. AGREEMENT

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AGREEMENT entered into this 8th day of May 2024, by and between The City University of New York, hereinafter also referred to as “ the University,” acting on behalf of the Educational Opportunity Centers of Brooklyn, Manhattan, Queens and the Bronx, administered respectively by New York City College of Technology, Borough of Manhattan Community College, York College and Bronx Community College, also referred to as “the Center(s)” or “the Employer,” and District Council 37, AFSCME, AFL-CIO (and its affiliated Local 384), hereinafter referred to as “the Union,” for the 67-month and 9-day period from June 1, 2021 to January 9, 2027.

WITNESSETH:

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I – UNION RECOGNITION, UNIT DESIGNATION AND DEFINITIONS

Section 1.

The University recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, which may be called the E.O.C. Clerical and Custodial Employees Unit, consisting of employees of the Educational Opportunity Centers of Brooklyn, Manhattan, Queens and the Bronx, whether full-time, part-time, per annum, hourly or per diem, in the title(s) listed below, and in any successor title(s) that may be recognized by the University or certified by the New York State Public Employment Relations Board to be part of the unit herein for which the Union is the exclusive collective bargaining representative:

- EOC Accountant (Level I or IA)
- EOC Accounting Assistant (Level I)
- EOC Administrative Assistant
- EOC Assistant
- EOC Custodial Assistant
- EOC Custodial Supervisor
- EOC Information Systems Aide
- EOC IT Support Assistant
- EOC IT Assistant (Level I, II, or III)
- EOC IT Associate (Level I, II, or III)
- EOC Mail /Message Services Worker
- EOC Office/Secretarial Assistant (Level I, II, III, or IV)
- Motor Vehicle Operator (EOC)
- Office Aide (EOC)
- Office Associate (EOC)

Section 2.

(a) i. The terms “employee” and “employees” as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

ii. Notwithstanding any other provisions of this Article, for the purposes of all Articles listed below unless otherwise indicated in each Article, the term “employee” and “employees” shall mean (a) full-time per annum person(s) in the bargaining unit described in Section 1.

Article VI	Work Week
Article VII	Holiday Premium and Shift Differential
Article VIII	Overtime
Article IX	Time and Leave
Article X	Time and Leave Variations

(b) The term “College” shall mean a Senior College or Community College of the University which administers an Educational Opportunity Center.

- (c) The term “President” shall mean a President or Acting President of a College.
- (d) The term “Center” shall mean the Educational Opportunity Center in Brooklyn, the Educational Opportunity Center in Manhattan, the Educational Opportunity Center in Queens, or the Educational Opportunity Center in the Bronx.
- (e) The term “Center Director” shall mean the Director or Acting Director of an Educational Opportunity Center.

Section 3.

It is the understanding of the parties that all employees in this unit, regardless of job title, shall have only such contractual rights as are specifically enumerated in this Agreement. The use of job titles which are analogous to those used in other public sector bargaining units shall in no way create any entitlement to rights or privileges not specifically agreed to by the parties in this Agreement.

Section 4.

Notwithstanding any other provisions of this Article, any person employed by a Center in managerial or confidential position, in accordance with Section 201.7 (a) of Article 14 of the New York State Civil Service Law, shall be excluded from the bargaining unit described in Section 1. The parties shall meet and identify any such positions, and the results shall be set forth in a separate agreement; to the extent the parties cannot agree, the matter shall be referred to the New York State Public Employment Relations Board for resolution.

ARTICLE II – UNION RIGHTS AND UNION SECURITY***Section 1.**

(a) The Union shall have the exclusive right to the check-off and transmittal of dues on behalf of each employee who elects to join the Union and is in a title that is associated with that Union.

(b) Any employee, except one excluded pursuant to Article I, Section 4, may consent in writing to the authorization of the deduction of dues from the employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the University, which bears the signature of the employee, which may be written or electronic.

Section 2.

The Union shall maintain custody of its dues check-off authorization cards.

(a) The employer shall commence deduction of dues as soon as practicable, but in no case fewer than thirty (30) days, after receiving proof from the Union of a signed dues check-off authorization card.

(b) The right to membership dues shall remain in effect until: (1) the employee is no longer employed at CUNY in a title represented by the Union; or (2) the employee revokes such dues check-off authorization pursuant to and in accordance with the terms of the dues check-off authorization card.

Section 3.

When an employee is promoted or reclassified to another title represented by the Union, the dues check-off shall continue uninterrupted.

Section 4.

When an employee returns from an approved leave of absence without pay, or is reappointed or temporarily appointed within one year to the same Center and in the same title or in another title represented by the Union, any dues check-off authorization in effect prior to the approved leave or separation shall be reactivated.

Section 5.

(a) Where orientation kits are supplied to new employees, the Union representing such employees shall be permitted to have union literature included in the kits, provided

* These provisions pertain as of April 12, 2018, the effective date of amendments to New York State Civil Service Law Section 208 and 209-a. For prior provisions see Article II of the 2009-2017 CUNY EOC Agreement; Section 2 thereof was, however, changed as of Jun 27, 2018, pursuant to the U.S. Supreme Court decision in Janus v. AFSCME, et al.

that such literature is first approved for such purpose by the University Office of Human Resources Management.

(b) Each Center shall distribute to all newly hired employees information regarding their union administered health and security benefits, including the name and address of the “fund” that administers such benefits, provided that such “fund” supplies the Center with the requisite information printed in sufficient quantities.

Section 6.

(a) Within thirty (30) days of a Center employee first being employed, reemployed or transferred to another Center in a title represented by the Union, the employer shall notify the Union and shall provide the employee’s name, address, job title, employing Center, employee ID number, department or other operating unit work email and work location.

(b) Within thirty (30) days of providing such notice under Section 6(a), the employer shall allow a duly appointed representative of the certified union to meet with such employee for a reasonable amount of time during his or her work time without charge to leave credits, provided that such meeting be scheduled in consultation with a designated representative of the employer. Where practicable, this requirement may be satisfied by allowing each certified Union a reasonable amount of time during a formal employee orientation program/onboarding, wherein the union will be invited to attend either in-person or via a remote platform, to provide membership information to employees.

Section 7.

Each Center shall furnish to the Union upon request, once a year between March 15 and July 1, or such other 3 ½ month period as the Center shall designate, a listing of employees by job title, home address when available, and social security number, as of December 31st of the preceding year, or such date as shall in like manner correspond to the 3 ½ month designated period.

Section 8.

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the Center for the employees to read. All notices shall be on Union stationery, and shall be used only to notify employees of matters pertaining to Union affairs. Upon request to the appropriate Center administrator, the Union may use Center premises for meetings during employees’ lunch hours, subject to availability of appropriate space and provided such meetings do not interfere with Center business.

ARTICLE III – SALARIES

Section 1.

(a) Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 35 hours for clerical and related employees, and 40 hours for custodial and driving employees, if any. An employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.

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

Per diem rate - 1/261 of the appropriate minimum basic annual salary

Hourly salary - 1/1827 or 1/2088 of the appropriate minimum basic annual salary, for annual salaries based on 35 hour and 40 hour weeks, respectively.

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

Section 2.

In the event an employee has served in a title listed in Article I of the Agreement, during the term of this Agreement, for which no schedule appears in this Section, the salary(ies), general increase(s), salary adjustment(s) and or salary range(s) of the University or City title to which such title has been equated for salary purposes in previous agreements, shall apply.

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

SALARY RANGES

<u>Title</u>		Effective	Effective	Effective
		6/1/2021	6/1/2022	6/1/2023
		New Hire¹	New Hire¹	New Hire¹
		Minimum²	Minimum²	Minimum²
		Maximum³	Maximum³	Maximum³
EOC Custodial Assistant	1	33,400	34,235	35,262
	2	36,369	37,278	38,396
	3	44,021	45,122	46,476
EOC Custodial Assistant (hourly)	1	16.00	16.40	16.89
	2	17.40	17.84	18.38
	3	21.08	21.61	22.26
EOC Custodial Supervisor	1	34,936	35,809	36,883
	2	39,481	40,468	41,682
	3	51,382	52,667	54,247
EOC Accounting Assistant (equated to College Accounting Assistant, Level I)	1	40,456	41,467	42,711
	2	45,716	46,859	48,265
	3	57,274	58,706	60,467
EOC Accountant Level I	1	45,693	46,835	48,240
	2	51,632	52,923	54,511
	3	67,438	69,124	71,198
Level IA*	1	50,401	51,661	53,211
	2	56,955	58,379	60,130
	3	72,767	74,586	76,824

¹ Minimum salary rate for newly hired employees

² Minimum salary rate for incumbent employees

³ Maximum salary rate

* EOC Accountant, Level 1A – Employees shall be advanced to Level 1A after five (5) years of satisfactory service in level I.

		Effective 6/1/2021	Effective 6/1/2022	Effective 6/1/2023	
EOC Assistant	2	16.00	16.40	16.89	
	3	26.43	27.09	27.90	
EOC Information Systems Aide	1	39,901	40,899	42,126	
	2	45,090	46,217	47,604	
	3	61,255	62,786	64,670	
EOC IT Support Assistant	1	39,901	40,899	42,126	
	2	45,090	46,217	47,604	
	3	61,255	62,786	64,670	
EOC IT Support Assistant (hourly)	1	21.83	22.38	23.05	
	2	24.65	25.27	26.03	
	3	33.53	34.37	35.40	
EOC IT Assistant	Level I	1	50,441	51,702	53,253
		2	56,998	58,423	60,176
		3	68,060	69,762	71,855
	Level II	1	57,216	58,646	60,405
		2	64,655	66,271	68,259
		3	78,268	80,225	82,632
	Level III	1	66,251	67,907	69,944
		2	74,860	76,732	79,034
		3	95,280	97,662	100,592
Level I(H)	1	27.63	28.32	29.17	
	2	31.20	31.98	32.94	
	3	31.20	31.98	32.94	

¹ New Hire Minimum Salary

² Incumbent Minimum Salary

³ Maximum Salary

		Effective 6/1/2021	Effective 6/1/2022	Effective 6/1/2023
Level II(H)	1	31.32	32.10	33.06
	2	35.39	36.27	37.36
	3	35.39	36.27	37.36
Level III(H)	1	36.26	37.17	38.29
	2	40.97	41.99	43.25
	3	40.97	41.99	43.25
EOC IT Associate				
Level I	1	65,475	67,112	69,125
	2	74,014	75,864	78,140
	3	85,070	87,197	89,813
Level II	1	72,277	74,084	76,307
	2	81,669	83,711	86,222
	3	95,280	97,662	100,592
Level III	1	81,309	83,342	85,842
	2	91,880	94,177	97,002
	3	112,299	115,106	118,559
Level I(H)	1	35.86	36.76	37.86
	2	40.49	41.50	42.75
	3	40.49	41.50	42.75
Level II(H)	1	39.55	40.54	41.76
	2	44.68	45.80	47.17
	3	44.68	45.80	47.17
Level III(H)	1	44.49	45.60	46.97
	2	50.28	51.54	53.09
	3	50.28	51.54	53.09

¹ New Hire Minimum Salary

² Incumbent Minimum Salary

³ Maximum Salary

		Effective 6/1/2021	Effective 6/1/2022	Effective 6/1/2023
EOC Mail/Message Service Worker	1	29,651	30,392	31,304
	2	33,507	34,345	35,375
	3	47,212	48,392	49,844
EOC Office/Secretarial Assistant				
Level 1	1	32,497	33,309	34,308
	2	36,721	37,639	38,768
	3	37,961	38,910	40,077
Level 2	1	34,148	35,002	36,052
	2	38,586	39,551	40,738
	3	49,196	50,426	51,939
Level 3	2	40,184	41,189	42,425
	3	49,196	50,426	51,939
Level 3A	2	42,748	43,817	45,132
	3	56,291	57,698	59,429
Level 4	2	43,645	44,736	46,078
	3	56,291	57,698	59,429
EOC Administrative Assistant				
Level 1A	2	50,026	51,277	52,815
	3	67,559	69,248	71,325
Level 1B	2	51,624	52,915	54,502
	3	67,559	69,248	71,325
Level IC	2	53,514	54,852	56,498
	3	67,559	69,248	71,325

¹ New Hire Minimum Salary

² Incumbent Minimum Salary

³ Maximum Salary

		Effective <u>6/1/2021</u>	Effective <u>6/1/2022</u>	Effective <u>6/1/2023</u>
Motor Vehicle Operator (EOC)[#]				
Hiring rate – new hires	1	40,196	41,201	42,437
1 st year – new hire	1	41,559	42,598	43,876
Hiring rate – incumbent	2	45,425	46,561	47,958
1 st year – incumbent	2	46,961	48,135	49,579
2 nd year	2	48,499	49,711	51,202
3 rd year	2	49,341	50,575	52,092
Office Aide (EOC)[‡]				
Level I	1	29,649	30,390	31,302
	2	33,507	34,345	35,375
	3	40,589	41,604	42,852
Level II	1	30,651	31,417	32,360
	2	34,636	35,502	36,567
	3	47,208	48,388	49,840
Level III	1	33,037	33,863	34,879
	2	37,331	38,264	39,412
	3	48,369	49,578	51,065
Office Associate (EOC)	1	36,606	37,521	38,647
	2	41,364	42,398	43,670
	3	54,584	55,949	57,627

[#] Rates indicated as “1st year,” etc. shall be effective on the appropriate anniversary date of employment.

[‡] After five years of permanent service in the title, the Level III of Office Aide (EOC) minimum or level increase shall apply, whichever is greater, provided the employee has not already been assigned to the higher level.

SALARY RANGES

<u>Title</u>		Effective	Effective	Effective
		7/1/2023	6/1/2024	6/1/2025
		New Hire¹	New Hire¹	New Hire¹
		Minimum²	Minimum²	Minimum²
		Maximum³	Maximum³	Maximum³
EOC Custodial Assistant*	1	37,584	38,712	39,922
	2	38,396	39,548	40,784
	3	46,476	47,870	49,366
EOC Custodial Assistant* (hourly)	1	18.00	18.54	19.12
	2	18.38	18.93	19.52
	3	22.26	22.93	23.65
EOC Custodial Supervisor	1	37,584	38,712	39,922
	2	41,682	42,932	44,274
	3	54,247	55,874	57,620
EOC Accounting Assistant (equated to College Accounting Assistant, Level I)	1	42,711	43,992	45,367
	2	48,265	49,713	51,267
	3	60,467	62,281	64,227
EOC Accountant Level I	1	48,240	49,687	51,240
	2	54,511	56,146	57,901
	3	71,198	73,334	75,626
Level IA**	1	53,211	54,807	56,520
	2	60,130	61,934	63,869

* Effective July 1, 2023, CUNY and DC37 agreed to increase the minimum wage to \$18.00 per hour. The cost of the \$18.00 new minimum wage increase is funded through contract extension agreed to by CUNY and DC37.

** EOC Accountant, Level 1A – Employees shall be advanced to Level 1A after five (5) years of satisfactory service in level I.

¹ Minimum Salary rate for newly hired employees

² Minimum Salary rate for incumbent employees

³ Maximum Salary rate

		Effective <u>7/1/2023</u>	Effective <u>6/1/2024</u>	Effective <u>6/1/2025</u>
	3	76,824	79,129	81,602
EOC Assistant*	2	18.00	18.54	19.12
	3	27.90	28.74	29.64
EOC Information Systems Aide	1	42,126	43,390	44,746
	2	47,604	49,032	50,564
	3	64,670	66,610	68,692
EOC IT Support Assistant	1	42,126	43,390	44,746
	2	47,604	49,032	50,564
	3	64,670	66,610	68,692
EOC IT Support Assistant (hourly)	1	23.05	23.74	24.48
	2	26.03	26.81	27.65
	3	35.40	36.46	37.60
EOC IT Assistant				
Level I	1	53,253	54,851	56,565
	2	60,176	61,981	63,918
	3	71,855	74,011	76,324
Level II	1	60,405	62,217	64,161
	2	68,259	70,307	72,504
	3	82,632	85,111	87,771

* Effective July 1, 2023, CUNY and DC37 agreed to increase the minimum wage to \$18.00 per hour. The cost of the \$18.00 new minimum wage increase is funded through contract extension agreed to by CUNY and DC37.

¹ Minimum Salary rate for newly hired employees

² Minimum Salary rate for incumbent employees

³ Maximum Salary rate

		Effective <u>7/1/2023</u>	Effective <u>6/1/2024</u>	Effective <u>6/1/2025</u>
Level III	1	69,944	72,042	74,293
	2	79,034	81,405	83,949
	3	100,592	103,610	106,848
Level I(H)	1	29.17	30.05	30.99
	2	32.94	33.93	34.99
	3	32.94	33.93	34.99
Level II(H)	1	33.06	34.05	35.11
	2	37.36	38.48	39.68
	3	37.36	38.48	39.68
Level III(H)	1	38.29	39.44	40.67
	2	43.25	44.55	45.94
	3	43.25	44.55	45.94
EOC IT Associate				
Level I	1	69,125	71,199	73,424
	2	78,140	80,484	82,999
	3	89,813	92,507	95,398
Level II	1	76,307	78,596	81,052
	2	86,222	88,809	91,584
	3	100,592	103,610	106,848
Level III	1	85,842	88,417	91,180
	2	97,002	99,912	103,034
	3	118,559	122,116	125,932
Level I(H)	1	37.86	39.00	40.22
	2	42.75	44.03	45.41
	3	42.75	44.03	45.41

¹ Minimum Salary rate for newly hired employees

² Minimum Salary rate for incumbent employees

³ Maximum Salary rate

		Effective <u>7/1/2023</u>	Effective <u>6/1/2024</u>	Effective <u>6/1/2025</u>
Level II(H)	1	41.76	43.01	44.35
	2	47.17	48.59	50.11
	3	47.17	48.59	50.11
Level III(H)	1	46.97	48.38	49.89
	2	53.09	54.68	56.39
	3	53.09	54.68	56.39
EOC Mail/Message Service Worker*	1	32,886	33,873	34,932
	2	35,375	36,436	37,575
	3	49,844	51,339	52,943
EOC Office/Secretarial Assistant				
Level 1	1	34,308	35,337	36,441
	2	38,768	39,931	41,179
	3	40,077	41,279	42,569
Level 2	1	36,052	37,134	38,294
	2	40,738	41,960	43,271
	3	51,939	53,497	55,169
Level 3	2	42,425	43,698	45,064
	3	51,939	53,497	55,169
Level 3A	2	45,132	46,486	47,939
	3	59,429	61,212	63,125
Level 4	2	46,078	47,460	48,943
	3	59,429	61,212	63,125

* Effective July 1, 2023, CUNY and DC37 agreed to increase the minimum wage to \$18.00 per hour. The cost of the \$18.00 new minimum wage increase is funded through contract extension agreed to by CUNY and DC37.

¹ Minimum Salary rate for newly hired employees

² Minimum Salary rate for incumbent employees

³ Maximum Salary rate

		Effective <u>7/1/2023</u>	Effective <u>6/1/2024</u>	Effective <u>6/1/2025</u>
EOC Administrative Assistant				
Level 1A	2	52,815	54,399	56,099
	3	71,325	73,465	75,761
Level 1B	2	54,502	56,137	57,891
	3	71,325	73,465	75,761
Level IC	2	56,498	58,193	60,012
	3	71,325	73,465	75,761
Motor Vehicle Operator (EOC) #				
Hiring rate – new hires	1	42,437	43,710	45,076
1 st year – new hire	1	43,876	45,192	46,604
Hiring rate – incumbent	2	47,958	49,397	50,941
1 st year – incumbent	2	49,579	51,066	52,662
2 nd year	2	51,202	52,738	54,386
3 rd year	2	52,092	53,655	55,332
Office Aide (EOC) ‡				
Level I	1	32,886	33,873	34,932
	2	35,375	36,436	37,575
	3	42,852	44,138	45,517
Level II	1	32,886	33,873	34,932
	2	36,567	37,664	38,841
	3	49,840	51,335	52,939

Rates indicated as “1st year,” etc. shall be effective on the appropriate anniversary date of employment.

‡ After five years of permanent service in the title, the Level III of Office Aide (EOC) minimum or level increase shall apply, whichever is greater, provided the employee has not already been assigned to the higher level.

¹ Minimum Salary rate for newly hired employees

² Minimum Salary rate for incumbent employees

³ Maximum Salary rate

		Effective <u>7/1/2023</u>	Effective <u>6/1/2024</u>	Effective <u>6/1/2025</u>
Level III	1	34,879	35,925	37,048
	2	39,412	40,594	41,863
	3	51,065	52,597	54,241
Office Associate (EOC)	1	38,647	39,806	41,050
	2	43,670	44,980	46,386
	3	57,627	59,356	61,211

Note: Unless otherwise indicated, titles which begin with the designation “EOC” are equated to titles in the classified staff service of The City University of New York; and titles with the suffix “EOC” are equated to titles in the classified staff service of the City of New York.

- ¹ Minimum Salary rate for newly hired employees
- ² Minimum Salary rate for incumbent employees
- ³ Maximum Salary rate

(b) Level and Assignment Increases

An employee when assigned to a higher level within a title listed in this subsection shall receive for the period of such higher level assignment (except as specifically provided otherwise), either the indicated minimum basic salary of the assigned level or the rate received, or receivable in the former assignment level, plus the assignment increase (advancement increase) specified below, whichever is greater. An assignment to a higher level shall not be considered a promotion.

ADVANCEMENT INCREASE

<u>Title</u>	<u>Effective 6/1/2025*</u>
EOC Custodial Assistant	None
EOC Custodial Supervisor	953
EOC Accounting Assistant	None
EOC Accountant	
Level I	1,551
Level IA	None

* The contractual advancement and level increase were increased by 3.125% -- value of 0.05% effective June 1, 2025, and are part of “Additions to Gross,” in accordance with Article III, Section 3(d) herein.

EOC Information Systems Aide	None
EOC IT Support Assistant	None
EOC IT Assistant	
Level I	None
Level II	None
Level III	None
EOC IT Associate	
Level I	None
Level II	None
Level III	None
EOC Mail Message/Service Worker	None
EOC Office/Secretarial Assistant	
Level 1	None
Level 2	None
Level 3	None
Level 3A	None
Level 4	1,071
EOC Administrative Assistant	
Level IA	1,372
Level IB	None
Level IC	None
Motor Vehicle Operator (EOC)	None

ADVANCEMENT INCREASE

<u>Title</u>	<u>Effective 6/1/2025*</u>
Office Aide (EOC)	
Level I	None
Level II	953
Level III	953
Office Associate (EOC)	1,192

(c) **Gittleson Service Pay Plan**

Employees in the titles and levels indicated below shall be paid a salary no lower than that indicated in said salary schedule on the first day of the quarter following the

* The contractual advancement and level increase were increased by 3.125% -- value of 0.05% effective June 1, 2025, and are part of "Additions to Gross," in accordance with Article III, Section 3(d) herein.

completion of ten (10), fifteen (15), twenty (20), or twenty-five (25) years of total service in a title or titles that were or are equated to “Gittleson” titles. Periods of leaves of absence without pay shall not be credited towards the time needed to qualify for such increases.

EOC Office/ Secretarial Assistant	Minimum	Minimum	Minimum	Minimum	Minimum	Time in Level	Time in Service
	Rate	Rate	Rate	Rate	Rate		
	Effective	Effective	Effective	Effective	Effective		
	<u>6/1/2021</u>	<u>6/1/2022</u>	<u>6/1/2023</u>	<u>6/1/2024</u>	<u>6/1/2025</u>		
Level 1 new hire	32,497	33,309	34,308	35,337	36,441	1 Year	
Level 1 incumbent	36,721	37,639	38,768	39,931	41,179	1 Year	
Level 2 new hire	34,148	35,002	36,052	37,134	38,294	1 Year	
Level 2 incumbent	38,586	39,551	40,738	41,960	43,271	up to 4 yrs	1 up to 5 yrs under 10 yrs
Level 3	40,184	41,189	42,425	43,698	45,064		10 years
	41,247	42,278	43,546	44,852	46,254		15 years
	42,311	43,369	44,670	46,010	47,448		20 years
	43,645	44,736	46,078	47,460	48,943		25 years
	45,240	46,371	47,762	49,195	50,732		under 10 yrs
Level 3A*	42,748	43,817	45,132	46,486	47,939		10 years
	43,576	44,665	46,005	47,385	48,866		15 years
	44,373	45,482	46,846	48,251	49,759		20 years
	45,240	46,371	47,762	49,195	50,732		25 years
	45,240	46,371	47,762	49,195	50,732		under 10 yrs
Level 4	43,645	44,736	46,078	47,460	48,943		10 years
	44,705	45,823	47,198	48,614	50,133		15 years
	45,777	46,921	48,329	49,779	51,335		20 years
	47,101	48,279	49,727	51,219	52,820		25 years
	48,433	49,644	51,133	52,667	54,313		

* Level 3A is solely for employees who converted from a position equated to a Gittleson “B” title.

EOC Administrative Assistant	Minimum	Minimum	Minimum	Minimum	Minimum	Time in Level	Time in Service
	Rate	Rate	Rate	Rate	Rate		
	Effective	Effective	Effective	Effective	Effective		
	<u>6/1/2021</u>	<u>6/1/2022</u>	<u>6/1/2023</u>	<u>6/1/2024</u>	<u>6/1/2025</u>		

Level IA	50,026	51,277	52,815	54,399	56,099	1 Year	
Level IB	51,624	52,915	54,502	56,137	57,891	13 months	
Level IC	53,514	54,852	56,498	58,193	60,012		under 10 yrs
	54,582	55,947	57,625	59,354	61,209		10 years
	55,644	57,035	58,746	60,508	62,399		15 years
	57,207	58,637	60,396	62,208	64,152		20 years
	58,768	60,237	62,044	63,905	65,902		25 years

EOC Administrative Assistant is a promotional title from EOC Office Assistant or EOC Secretarial Assistant with at least two years of service in such title.

(d) Recurring Increment Payment (“RIP”) Recurring Increment Payment (herein after “RIP”) shall apply to the titles, in the amounts and on the effective dates indicated below. A RIP is a dollar amount paid to eligible employees based on the length of continuous, active and qualifying full-time or cumulative prorated hourly service within the designated title or occupational group. Service in any title in a title group or occupational group shall be credited toward RIP. When an employee who is receiving a RIP is subsequently appointed to a title for a service increment, the eligibility for a RIP will be discontinued and the employee shall receive the appropriate service increment, if applicable.

An employee who becomes eligible for RIP shall be paid on the January 1, April 1, July 1 or October 1, following the employee’s anniversary date. For full-time employees, the RIP is not pensionable until the employee has received it for two (2) years. For hourly employees, the RIP is pensionable immediately. The RIP thereafter shall become part of the employee’s base rate and included in calculating all salary based payments. Any future negotiated general wage increases shall apply to a RIP.

For hourly employees, eligibility is based on a 35-hour title or 40-hour title equivalent work week depending on title, and for hourly employees in titles that do not have a full-time equivalent title (i.e., EOC Assistant), the criteria for years of service shall be based on working 1040 or more hours in a fiscal year. The years of service is based on cumulative hours worked totaling to the equivalent required years of service.

- EOC Accountant
- EOC Accounting Assistant
- EOC Administrative Assistant
- EOC Assistant
- EOC Custodial Assistant
- EOC Custodial Supervisor
- EOC Information Systems Aide
- EOC IT Support Assistant
- EOC IT Assistant
- EOC IT Associate
- EOC Mail /Message Services Worker

EOC Office/Secretarial Assistant
 Motor Vehicle Operator (EOC)
 Office Aide (EOC)
 Office Associate (EOC)

<u>Effective</u>	<u>10 Years of Service</u>
2/1/2019	\$195.00
2/1/2020	\$198.90
6/1/2021	\$203.87
6/1/2022	\$208.97
6/1/2023	\$215.24
6/1/2024	\$221.70
6/1/2025	\$228.63

EOC Assistant

<u>Effective</u>	<u>10 Years of Service</u>
2/1/2019	\$0.188
2/1/2020	\$0.192
6/1/2021	\$0.197
6/1/2022	\$0.202
6/1/2023	\$0.208
6/1/2024	\$0.214
6/1/2025	\$0.221

(e) Longevity Differentials

Longevity differentials shall apply to the titles, in the amounts and on the effective dates indicated below. A longevity differential does not become part of the basic salary rate, except in the calculation of overtime. Service eligibility is related to length of service in the appropriate occupational group. Eligibility for a longevity differential occurs on the January 1, April 1, July 1 or October 1 subsequent to the appropriate anniversary date. The longevity differential is not pensionable until the employee had received it for two years.

EOC Accounting Assistant

	<u>Effective</u> <u>6/1/2025*</u> <u>Per Annum</u>
5 years of service	\$701
12 years of service	\$1,123 additional

* The contractual advancement and level increase were increased by 3.125% -- value of 0.05% effective June 1, 2025, and are part of "Additions to Gross," in accordance with Article III, Section 3(d) herein.

The longevity differential is payable only to an EOC Accounting Assistant with service eligibility who, prior to January 2, 1984, served in an EOC title equated to the New York City title Assistant Accountant.

(e) Longevity Increment for specific titles

- (i). Employees with 15 years or more of creditable service in pay status who are not in a title already eligible for a longevity differential or Gittleston title Pay Plan shall receive a Longevity Increment of \$800 per annum. These titles are:

EOC Assistant [For which the following hourly equivalent rate shall apply: \$0.44/hr.]

EOC Custodial Assistant

EOC Custodial Supervisor

EOC Information Systems Aide

EOC IT Support Assistant

EOC IT Assistant

EOC IT Associate

EOC Mail/Message Services Worker

Motor Vehicle Operator (EOC)

Office Aide (EOC)

Office Associate (EOC)

- (ii) The Longevity Increment shall be paid as of the employee's anniversary date. The Longevity Increment shall not be considered part of the employee's salary for pension purposes until it has been paid for fifteen months.

- (iii) The following rules shall govern the eligibility of employees for the Longevity Increment. They are:

1. Only service in pay status shall be used to calculate the 15 years of service, except that for other than full-time per annum employees only a continuous year of service in pay status shall be used to calculate the 15 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 15 years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length of work year and the applicable agency verifies that information.

EOC Assistants are eligible for the Longevity Increment if they were employed in that title or another title equated to College Assistant, for 500 or more hours in each of 15 contract years (July 1 to June 30).

The Longevity Increment for the title EOC Assistant shall be forty-four cents per hour (\$0.44/hr) as of July 1, 1990. The Longevity Increment is payable to EOC Assistants for hours in excess of 500 hours in the fifteenth year of creditable service.

2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 15 years of service. Where an employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where there are breaks in services aggregate to more than one year, it shall be treated as a break in service of more than one year and the service prior to such breaks shall not be used to calculate the 15 years of service. No break used to disqualify service shall be used more than once.
3. The following time in which an employee is not in pay status shall not constitute a break in service for the purpose of a Longevity Increment as specified in paragraph 2 above. They are:
 - (a) time on a leave approved by the proper EOC and College authority;
 - (b) time, up to one year, prior to a reinstatement;
 - (c) time not in pay status of 31 days or less.

Notwithstanding the above, such time as specified in Subsections a, and b above, shall not be used to calculate the 15 years of service.

4. Once an employee has completed the 15 years of "City" service in pay status and is eligible to receive the \$800 longevity, it shall become part of the employee's base rate for all purposes except as provided in paragraph 5 below.

For the purpose of this section only, "City Service" shall mean service in the Educational Opportunity Centers, The City University of New York and/or service with the following agencies and public employers:

The City of New York (including the Office of any elected official in New York City government)
Triboro Bridge & Tunnel Authority (Non-unique titles in classified service only)
New York City Housing Authority
Health & Hospitals Corporation
Court Systems while under NYC jurisdiction
(to be reviewed on a case by case basis)
Offices of the District Attorneys of the five counties in NYC

Model Cities
NYC Transit Authority
Addiction Services Agency
Board of Education
Off-Track Betting Corporation
Fashion Institute of Technology

5. The \$800 longevity increment shall not become pensionable until fifteen (15) months after the employee becomes eligible to receive such \$800 increment. Fifteen months after the employee become eligible to receive the \$800 longevity increment, such \$800 longevity increment shall become pensionable as a part of the employee's base rate; the longevity increment shall be subject to the general increases provided in Section 3 (a) of this Article III.

Section 3. General Wage Increase

- (a)
 - (i) Effective June 1, 2021, employees shall receive a general increase of 2.5%.
 - (ii) Effective June 1, 2022, employees shall receive a general increase of 2.5% compounded.
 - (iii) Effective June 1, 2023, employees shall receive a general increase of 3% compounded.
 - (iv) Effective June 1, 2024, employees shall receive a general increase of 3% compounded.
 - (v) Effective June 1, 2025, employees shall receive a general increase of 3.125% compounded.
 - (vi) Part-time per annum, per session, hourly paid and per diem employees (including seasonal appointees) and employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 3a (i), (ii), (iii), (iv) and (v) on the basis of computations heretofore utilized by the parties for all such employees. The rates actually paid to EOC Assistants at the expiration of the 2021-2027 contract shall be the basis for any increases and other adjustments provided for in a successor agreement.
- (b) The general increases provided for in this Section 3 shall be calculated as follows:
 - (i) The general increase in Section 3a (i) shall be based upon the base rates (which shall include salary or incremental schedules) of applicable titles in effect on May 31, 2021.

- (ii) The general increase in Section 3a (ii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on May 31, 2022.
 - (iii) The general increase in Section 3a (iii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on May 31, 2023.
 - (iv) The general increase in Section 3a (iv) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on May 31, 2024.
 - (v) The general increase in Section 3a (v) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on May 31, 2025.
- (c) The general increases provided for in this Section 3 shall be applied to the base rates, incremental salary levels, and the minimum and maximum rates.
- (d) Effective June 1, 2025, the value of the general increase of 3.125% (valued at 0.05%) shall be applied to “additions to gross.” “Additions to gross” shall be defined to include uniform allowance, equipment allowances, assignment differentials, service increments, longevity differentials, advancement increase, assignment (level) increases, and evening or night shift differentials, as may be applicable.
- (e) Employees in title for which a general increase is specified in Section 2 of this Article shall receive such specified general increase, and shall be subject to the specified minimum and maximum rates (including levels), if any, fixed for the applicable titles. The provisions of this Subsection d. shall satisfy the obligations provided in Subsections a, b, and c of this Section 3.

Section 4.

Each general increase provided herein, effective as of each indicated date, shall be applied to the rate in effect on the date as specified in Section 3 of this Article. In the case of a promotion or other advancement to the indicated title on the effective date of the general increase specified in Section 3 of this Article, such general increase shall not be applied, but the general increase, if any, provided to be effective as of such date for the title formally occupied shall be applied.

Section 5. Lump Sum Cash Payment (“Ratification Bonus”)

A. Effective upon the date of ratification of this agreement by the respective unions, a lump sum cash payment in the amount of \$3,000, pro-rated for other than full-time employees shall be payable as soon as practicable to those employees who are active on payroll as of the date of ratification. Employees who were terminated for cause, resigned, retired or otherwise separated from service prior to the date of ratification of this agreement shall not be eligible for the lump sum cash payment. The lump sum

payment shall be pensionable, consistent with applicable law.

(i) Part-time per annum, part-time per diem (including seasonal employees), per session and hourly paid employees and employees whose normal work year is less than a full calendar year shall receive a pro-rata portion of the lump sum cash payment as set forth in Section 6A above, on the following basis:

- (a) In order to be eligible to receive the \$3,000 pro-rata lump sum cash payment, the hourly employee must have worked during any part of the period from July 1, 2022, through June 30, 2023 (Fiscal Year 2023).
- (b) All hourly employees meeting the eligibility criteria on Section 5A(i)(a) above will receive a pro-rata amount based on the calculations of the total number of hours worked during the period of July 1, 2022, through June 30, 2023, excluding any sick leave and/or annual leave paid during this period.
- (c) The pro-rata calculation shall be based upon the full-time per day equivalent (7 hours or 8 hours) for similar employees in respective full-time titles, if applicable.
- (d) The pro-rata portion of the lump sum cash payment shall not exceed the amount in Section 5A above.

(ii) The lump sum cash payment provided in Section 5A above shall be pensionable consistent with applicable law and shall be paid as soon as practicable upon ratification of this Agreement.

(iii) The lump sum cash payment provided in Section 5A above shall not become part of the employee's basic salary rate, nor shall it be added to the employee's basic calculation of any salary-based benefits, including calculation of future collective bargaining increases.

Section 6. New Hires

The parties agree that the new hire rates established as part of the productivity savings in the previous agreement shall continue in effect during the current agreement.

Effective upon the execution of the 2002-2006 Memorandum of Agreement, the following provisions shall apply to employees newly hired on or after October 1, 2005:

- a. During the first two (2) years of service the "appointment rate" for a newly hired employee represented by DC37 shall be thirteen percent (13%) less than the applicable "incumbent minimum" for said title that is in effect on the date of such appointment, as set forth in the applicable successor EOC Agreement. The general increases provided for in subsections 3(a) (i), (ii), and (iii) shall be applied to the "appointment rate."
- b. Upon completion of two (2) years of service such employees represented by DC37, shall be paid the indicated "incumbent minimum" for the applicable title that is in effect on the two (2) year anniversary of their

original date of appointment, as set forth in the applicable successor EOC Agreement.

Section 7: Minimum Hourly Rate - \$18.00 per Hour

Effective July 1, 2023, any title (full-time or hourly) represented by DC 37, Local 1597 covered by this agreement whose pay rate (at the hiring or incumbent rate) falls below \$18.00 per hour shall be increased to \$18.00 per hour. The cost of the new \$18.00 minimum wage increase shall be funded through a contract extension agreed to by the parties.

Section 8.

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

Section 9.

An employee who is appointed or promoted without a break in service to any title with a specified advancement increase (ADV. INC) in Section 2 (b) from another title, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or promotion either the minimum basic salary for the title to which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase contained in Article 3, Section 2 (b), whichever is greater.

Section 10.

The following shall be deemed active uninterrupted service for salary purposes:

1. Absence compensated by Worker's Compensation Benefits.
2. Annual leave
3. Sick leave with pay
4. Leave with full pay
5. Military leave as provided in Section 243 of the Military Law.

Section 11.

The term "general increase" shall mean a salary increase granted to employees in a title without regard to length of service. An employee on payroll, including an employee on leave without pay, as of the effective date or dates of a general increase shall have the general increase added to his or her salary rate as of such effective date or dates.

Section 12. Education Fund

(a) Effective February 1, 2019, CUNY EOCs shall establish a \$100 Education Fund contribution for employees represented by District Council 37. CUNY will contribute the amount of \$100.00 per annum for each full-time employee.

- (b) Effective February 1, 2019, CUNY EOCs shall establish a pro-rata amount of \$57.14 Education Fund contribution for hourly employees. CUNY will contribute \$57.14 Education Fund per annum for each hourly employees meeting the welfare fund eligibility criteria of 17.5 work hours per week for hourly employees in a clerical capacity or at least 20 hours per week for hourly employees in a custodial or driving capacity.

Section 13. Additional Compensation Fund (“ACF”)

Effective February 1, 2019, in accordance with the Memorandum of Agreement, District Council 37, Local 384 shall have available Additional Compensation Fund (“ACF”) not to exceed 0.20% to purchase recurring benefits, mutually agreed to by the parties, other than enhance the general wage increases set forth in Section 3a or the hiring rate for new employees. The funds available shall be based on the December 31, 2016 payroll, including spinoffs, and pensions.

- (a) In accordance with the 2017-2021 Memorandum of Agreement, effective February 1, 2019, DC37 opted to apply the 0.20% of the Additional Compensation Fund to establish a Recurring Increment Payment (“RIP”).

Section 14. Equity Fund

Effective February 1, 2019, in accordance with the Memorandum of Agreement, District Council 37, Local 384 shall have available Equity Funds not to exceed 0.20% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increase set forth in Section 3a or the hiring rate for new employees. The funds available shall be based on the December 31, 2016 payroll, including spinoffs and pensions.

- (a) In accordance with the 2017-2021 Memorandum of Agreement, effective February 1, 2019, DC37 opted to apply the 0.20% of the Equity Fund to establish a Recurring Increment Payment (“RIP”).*

* The allotted ACF (0.20%) and the Equity Funds (0.20%), totally 0.40%, were combined to cost and establish the value of the full-time and hourly RIPs.

ARTICLE IV – WELFARE FUND

Section 1.

The University shall contribute the following pro rata annual sums to the Health and Security Plan of DC 37 (DC 37 Welfare Fund) for each full-time employee and/or eligible part-time employee who is covered by such Welfare Funds.

Effective June 1, 2023

Full-time employees	\$1,950 per annum
Eligible part-time employees	\$1,114.30 per annum

Section 2.

The term eligible part-time employees for the purposes of this Article shall mean all part-time per annum, hourly, per diem, per session and seasonal employees who work at least 17 ½ hours per week in a clerical capacity, or at least 20 hours per week in a custodial, or driving capacity, for a period of not less than 3 months and do not otherwise receive a Welfare Fund contribution in their behalf.

Section 3.

In the event that the Union elects to do so, it shall be entitled to combined contributions by a Center for welfare and legal services benefits as a single contribution. This contribution shall be paid by the Center into an administrative trust such as the DC37 Benefits Fund Trust and shall be held by the trustees of that fund for the exclusive purpose of providing, through other trusted funds, welfare and legal services benefits for the employees so covered as well as any other benefits as the University and the Union may agree upon. Such administrative benefit fund trust contribution by the Center shall be subject to a separate Agreement between the University and the Union. Such agreement shall include among its provisions that the University shall continue to have the right to review and approve the distribution of funds to, and the level of benefits provided by, the individual funds. The individual funds shall also continue to be subject to a separate agreement between the University and the Union.

When such election is made, the Union thereby shall have waived its right to separate education and/or legal services contributions provided in this Agreement. In no case shall the single contribution exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

Section 4.

The Union shall make every reasonable effort to publicize and disseminate to all employees covered under the Welfare Fund, whether members of the Union or not, full and complete information concerning the provisions thereof, including but not limited to, the following matters:

- a) benefits provided and eligibility requirements,

- b) procedures, including the filing of applications,
- c) where and when information may be obtained concerning such benefits.

The Union shall furnish information and applications readily and expeditiously to all employees covered by its Welfare Fund on an equal basis.

Section 5.

The Union may allow the Welfare Fund to utilize an amount not to exceed ten (\$10) dollars per employee per year from Welfare Fund contributions to help defray the costs of health insurance and pension counseling for such employees.

Section 6.

The University agrees to fund the Video Display Terminal ("VDT") glasses benefit for EOC employees through the agreed upon per annum Welfare Fund contribution rate, as set forth in Section 1 above.

Section 7.

(a) When a title not previously covered by any Welfare Fund becomes recognized or certified to the Union, Welfare Fund payments shall be made to the Union pursuant to the terms of this Article effective no later than the January 1 or July 1 following the date of request or petition for recognition or certification.

(b) The Union shall advise persons in such titles that they may file for benefits to such Welfare Fund subject to their eligibility and recognition or certification.

Section 8.

The Union, pursuant to a separate agreement between the University and the Union, may utilize a portion of its Welfare Fund contributions to provide legal services for employees.

Section 9.

(a) The Welfare Fund shall be audited by a certified public accountant to be selected by the trustees of such fund at the expense of the fund. The results of such audits shall be submitted promptly to the Comptroller of The City of New York and the Comptroller of The State of New York, and such fund shall be subject to further audits by these Comptrollers.

(b) In lieu of the Annual Report to the Comptroller, the Welfare Fund may submit a copy of its ERISA filing. Submission of said ERISA filing shall not, however, preclude further audit of the fund by the New York City Comptroller's Office and/or the New York State Comptroller's Office.

Section 10.

When an employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status for the entire period of the suspension, the employee shall receive Welfare Fund Benefits, and to the extent possible under the applicable Health Insurance contract, Health Insurance coverage for the period of the suspension.

Section 11.

Effective September 30, 2002, for each employee represented by Local 384 District Council 37 who has been separated from service and who is eligible for retiree health insurance under the eligibility criteria set forth in Article XI (Health Insurance), Section 2 of this Agreement, and who was covered by the DC37 Welfare Fund at the time of such separation, the Educational Opportunity Center shall contribute the annum sum of \$1,600 per annum, and effective October 1, 2007, \$1,650 per annum, to the DC37 Welfare Fund to continue benefits for such individuals. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the retiree health insurance plan provided pursuant to Article XI (Health Insurance), Section 2 of this Agreement, and are entitled to benefits paid for by the Educational Opportunity Center through such program.

Section 12.

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

ARTICLE V – PRODUCTIVITY, PERFORMANCE, TRAINING AND EDUCATIONAL OPPORTUNITIES

Introduction

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

Section 1. Performance Levels

(a) The Union recognizes the Centers' right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures may be used to determine acceptable performance levels, prepare work schedules and to measure the performance of each employee or group of employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Centers will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.

(b) Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with Article XXI of this Agreement.

Section 2. Supervisory Responsibility

(a) The Union recognizes the Center's right to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised employees, for employees in supervisory positions listed in Article I, Section 1 of this Agreement. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees shall be within the scope of collective bargaining. The Center will give the Union prior notice of the establishment and/or revision of standards for supervisory responsibility hereunder.

(b) Employees who fail to meet such standards may be subject to disciplinary measures in accordance with Article XXI of this Agreement.

Section 3. Training for Improve Effectiveness and Efficiency

The parties agree to cooperate in the development and implementation of a training program to improve the effectiveness and efficiency of employees and enhance their job satisfaction with particular emphasis on the upgrading of work skills, and also including:

- (a) preparation for advancement and upgrading;
- (b) supervisory responsibility and techniques;
- (c) High School equivalency training.

A Center may initiate training activities consistent with the goals of Subsection (a) of this section and with the job description of employees, and may assign employees to such activities as part of the employees' work assignments. In addition, training programs which are scheduled so that one-half of any required time shall be during working hours and one-half outside of working hours on the employees' own time may be undertaken provided that the hours on the employees' time shall not exceed ten (10) hours per year.

Such training activities may include, but shall not be limited to, courses conducted by a Center, the University, or the Union Education Fund.

Failure to complete a required training course without just cause may be deemed a failure to meet performance standards for the purpose of Section 1 of this Article.

Section 4. Orientation and Training

The parties recognize the Center's right to give any employee appointed or assigned to new duties, consistent with his or her job specifications, orientation and training during working hours as to the duties and responsibilities of his or her new position or assignment.

Section 5. Educational Opportunities

Employees shall be exempted from the payment of tuition fees for courses offered at Centers or Colleges (for purposes of this section, the term College shall mean any College of The City University of New York), pursuant to the following conditions.

- (a) Each employee, to qualify for tuition fee exemption shall:
1. be a full-time employee, and
 2. have served full-time for at least twelve months prior to the first day of classes, and
 3. meet the academic requirements for the course. (It is not necessary for the employee to be a candidate for a degree; the employee may be a non-degree student), and
 4. for any course given by a Center, an employee must meet educational and financial entry requirements.
- (b) Tuition fee exemption shall be offered for courses which are:
1. in an associate degree program, or
 2. in a baccalaureate degree program.
- (c) Exemption from payment of tuition fees shall not apply to adult education courses or to other courses supported solely by fees except as provided herein.
- (d) Exemption from payment of tuition fees does not include exemption from payment of non-instructional fees.

(e) Selected employees who are recommended by their supervisor for training in stenography, typing, and other special work skills, after consultation with the administrative head of the Division in which the course is offered, shall be exempt from payment of tuition fees for such course at a College, only if such course is not available to the employee at a Center (see paragraph (a) 4. above).

(f) Other conditions of tuition fee exemption:

1. There must be an available vacancy in the course at the time of enrollment and such enrollment shall not be used to determine if the course is to be given.
2. The course shall not be taken during the employee's normal working hours.
3. An employee may choose to take a course at his or her Center only during his or her lunch hour, which is designated as the period between the hours of 11:45 a.m. and 2:15 p.m., provided that when an employee elects to take a course during the lunch hour he or she will automatically be charged at the beginning of the semester at the rate of 15 minutes of annual leave per contact hour. Therefore, on a semester basis, an employee will be charged one-half ($\frac{1}{2}$) day of annual leave for each classroom period per week (a classroom period is not to exceed sixty (60) minutes). If at the end of the semester the employee can reasonably demonstrate to the responsible personnel authority that the time charged was not used, all such time will be restored to the employee's annual leave balance.

(g) The controlling factors in the availability of the educational opportunities described above shall continue to be time in employment, availability of courses, work schedules, employee eligibility and, with reference to the Subsection (e) selection above.

ARTICLE VI – WORK WEEK**Section 1.**

The normal work week for full-time employees shall be 35 hours for clerical-administrative duties, and 40 hours for custodial, or driving duties. The hours in the normal work week for full-time employees in any newly established title which is created during the term of this Agreement and is covered by this Agreement shall be 35 hours or 40 hours, as determined by the nature of the duties performed.

Section 2.

Wherever practicable, the normal work week for full-time employees shall consist of five (5) consecutive working days separated by two (2) consecutive days off. This shall not, however, constitute a bar to the consideration of a flexible work week or a flexible work day, as agreed to by the parties.

ARTICLE VII – HOLIDAYS, HOLIDAY PREMIUM AND SHIFT DIFFERENTIAL

Section 1.

(a) There shall be eighteen* (18) paid holidays for employees in 35 hour per week titles and seventeen (17) paid holidays for employees in 40 hour per week titles. Of these, fourteen in Section 2 below shall be the regular holidays subject to the premium provisions of this Article and the remaining 4 (or 3 as applicable) shall be granted as unscheduled holidays. The number of unscheduled holidays for employees of the EOC in Manhattan shall be subjected to the footnote in Section 2 of this Article.

(b) An employee who wishes to use an unscheduled holiday to observe Veterans' Day or Election Day as a holiday shall file a request to do so prior to September 30, in accordance with Center or University procedures. Approval shall not be unreasonably withheld. Approval shall be based on considerations of need for the employee's services. Special employee circumstances may be brought to the attention of the Center Director, and shall be considered in any determination. If an employee is required to work on a particular Veterans' Day or Election Day which he or she had previously been authorized to observe as a holiday, the employee shall be compensated as for work on a scheduled holiday.

Section 2.

The fourteen regular holidays shall be:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Columbus Day
Lincoln's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Day before Christmas
Juneteenth	Christmas Day
Independence Day	Day before New Years' Day

* Effective March 22, 2021, CUNY Board of Trustees approved June 19th or "Juneteenth" as an additional CUNY-wide holiday.⁴ Effective with the December 31, 2008 transition of all EOC employees placed onto the New York State and New York City payroll systems, all full-time competitive and non-competitive class employees under this bargaining agreement who have been appointed at the EOC in a classified staff title and have previously served six (6) months or longer, will be deemed to have a permanent appointment in such title. All full-time competitive class EOC employees who have been appointed at the EOC in a classified staff title and have previously served fewer than six (6) months, will be deemed to have been appointed with probable-permanent status (i.e., probationary status), and will attain permanent status upon the satisfactory completion of one (1) year of service. All full-time non-competitive class EOC employees who have been appointed at the EOC in a classified staff title and have previously served fewer than six (6) months, will attain permanent status upon the satisfactory completion of one (1) year of service. These special provisions discussed above are applicable only to those EOC employees who were part of the payroll transition.

Note: For employees of the EOC in Manhattan, located in the New York State Office Building, which closes on the State holidays of Election Day and Veterans' Day, are to be considered scheduled holidays in lieu of two (2) of the four (4), or three (3) unscheduled holidays, as applicable, when the building is closed on such days.

Section 3.

The University shall establish a holiday schedule consistent with this Agreement no later than July 30, each year for the following September 1- August 31 year.

Section 4.

If an employee is required to work on one of the regular holidays, the employee shall receive a fifty percent (50%) cash premium and compensatory time off at the employee's regular rate of pay for all hours of work on the holiday.

Section 5.

If any of the holidays enumerated above falls on a Saturday or Sunday, it may be observed on the Friday immediately preceding, the Monday immediately following, or used as an unscheduled holiday.

Section 6.

- (a) If a designated holiday is on a Saturday or a Sunday, the fifty percent (50%) cash premium and compensatory time off at the employee's regular rate of pay, shall be paid to all employees who work on the actual holiday.
- (b) An employee who is required to work on the Friday or Monday day of observance pursuant to this Article shall receive compensatory time only.
- (c) For any employee whose regular work week includes both the actual Saturday or Sunday holiday and the date designated for observance,
 - 1. if required to work only one of the days, the employee shall be deemed to have received compensatory time off; the employee shall receive the 50% cash premium if the employee was required to work on the actual holiday, or
 - 2. if required to work both the actual holiday and the day of observance, the employee shall receive the 50% cash premium and compensatory time at the employee's regular rate of pay for only the hours worked on the actual holiday.
- (d) Any employee required to work on a holiday which is the employee's regularly scheduled day off may choose:

1. compensation of (50%) cash premium and compensatory time for actual hours worked, or
2. overtime pursuant to Article VIII (Overtime)

Section 7.

- (a) An employee shall not receive for the same hours of works both:
1. overtime pay and
 2. the (50%) cash premium plus compensatory time.
- (b) The provisions of Article VIII (Overtime) will prevail for all hours worked in excess of the employee's normal work day regardless of whether the holiday falls on a regular working day or on a scheduled day off.
- (c) An employee working overtime shall not receive a shift differential for such work, but shall receive overtime pay or compensatory time as provided for in this Agreement.

Section 8.

There shall be a shift differential of ten percent (10%) for all employees for all scheduled hours worked between 6 p.m. and 8 a.m. with more than one hour of work between 6 p.m. and 8 a.m.

Section 9.

This article is not applicable to part-time per annum, hourly, per diem, and seasonal employees, except that only Section 8 shall be applicable to hourly employees in the EOC Agreement.

ARTICLE VIII – OVERTIME

Section 1.

(a) “Authorized voluntary overtime” and “authorized voluntary standby time” shall be defined as overtime or stand-by time for work authorized by the Center Director or the Director’s designee which the employee is free to accept or decline.

(b) “Ordered involuntary overtime” and “Ordered involuntary standby time” shall be defined as directed in writing to work. Such overtime or standby time may only be authorized by the Center Official who is delegated such authority, and who will authorize such in writing as soon as practicable following assignment.

Section 2.

(a) Ordered involuntary overtime worked between the thirty-fifth (35th) hour and fortieth (40th) hour in any payroll week shall be compensated in cash at straight time.

(b) Ordered involuntary overtime in excess of forty (40) hours in any payroll week shall be compensated in cash at time and one half (1 ½ x).

(c) For employees granted shortened work days under Section 15 of Article IX, compensatory time for work performed between thirty (30) and thirty-five (35) hours a week or between thirty-five (35) and forty (40) hours, as applicable, when such shortened schedule is in effect shall be granted at the rate of straight time (1x time), but such work shall not be considered overtime.

(d) Upon the mutual agreement of the employee and the Center Director or designee of the Center Director, for any particular work week, the overtime compensation provided in Subsections (a) and (b) shall be granted in compensatory time off in lieu of cash at the rate of straight time, for overtime under Subsection (a) and at the rate of time and a half (1 ½ x) for overtime under Subsection (b). Meal allowances in such instances shall be provided for hours worked under Subsection (a) only.

Section 3.

Authorized voluntary overtime which results in any employee working in excess of the employee’s normal work week in any payroll week shall be compensated in time off at the rate of straight time (1x).

Section 4

There will be no rescheduling of days off and/or tours of duty to avoid the payment of overtime compensation. Any work performed on a scheduled day off shall be covered by this Article. The practice of revision of work schedules during registration to meet staffing needs on a voluntary basis may continue.

Section 5.

No credit shall be recorded for unauthorized overtime. Credit for all authorized overtime beyond the normal work week shall accrue only after one (1) hour, in units of 15 minutes.

Section 6.

Time during which an employee is in full pay status, whether or not such time is actually worked, shall be counted in computing the number of hours worked during the week.

Section 7.

The hourly rate of pay shall be determined by taking 1/1827 or 1/2088 of the affected employee's annual regular salary for 35 hour or 40 hour titles respectively. Payment shall be computed and paid in 15 minute units actually worked beyond the normal scheduled work week, provided at least one (1) full hour is so compensable in a calendar week. "Annual regular salary" shall include educational, assignment, and/or longevity differential, if any.

Section 8.

(a) For all employees who work authorized overtime not compensated for in cash, the following meal allowances shall be provided. They are:

	<u>Effective 12/16/08</u>
1. For two continuous hours of overtime	\$8.25
2. For five continuous hours of overtime	8.75
3. For seven continuous hours of overtime	10.75
4. For ten continuous hours of overtime	11.75
5. For fifteen continuous hours of overtime	12.75

(b) Time off for meals shall not be computed as overtime. However, such time off shall not affect the continuity requirement for the above meal allowances.

Section 9.

(a) Employees recalled from home for authorized ordered involuntary overtime work shall be guaranteed overtime payment in cash for at least four (4) hours. When an employee voluntarily responds to a request to come in from home for voluntary authorized overtime work, such overtime shall be compensated in time off on an hour for hour basis, but with a minimum compensatory time of four (4) hours.

(b) An employee recalled pursuant to Subsection (a) above may request to go home upon completion of the duties which required his or her recall, thereby waiving payment for the balance of the guaranteed four (4) hours, provided he or she signs a form clearly indicating that the request is voluntary and it is understood that he or she has the right

to remain at the job site and be paid for the full four (4) hours. If an employee is sent home the guarantee shall remain in effect.

Section 10.

Compensatory time off for voluntary overtime work as authorized in this Article shall be scheduled at the discretion of the Center. All compensatory time off must be taken by the affected employee within the following three (3) months. Any such time not so used by the employee's choice shall be added to the employee's sick leave balance. If the Center Director or the Director's designee calls upon an employee not to take the compensatory time off or any part thereof within three (3) months, that portion shall be carried over until such time as it can be liquidated.

Section 11.

(a) Employees who volunteer to standby in their homes, as authorized by competent authority, shall receive compensatory time credit on the basis of one-half ($\frac{1}{2}$) hour for each hour of standby time.

(b) Employees who are required, ordered and/or scheduled on an involuntary basis to standby in their homes subject to recall, as authorized by the Center Director or the Director's designated representative shall receive overtime payment in cash for such time on the basis of one-half ($\frac{1}{2}$) hour paid overtime for each hour of standby time. Employee who reside on the work premises or are in post-graduate training status shall not be included in this provision.

Section 12.

In emergency situations, the Center shall have a right, after negotiation with the Union, to apply a variation of these overtime regulations.

Section 13.

Except in an emergency situation, when authorized and ordered by the Center Director or the Director's designated representative, no employee shall be required or permitted to work more than fourteen (14) hours for 35-hour titles and no more than sixteen (16) hours for 40-hour titles in any twenty-four hour period. In no event may an employee be required to work two (2) consecutive work shifts for more than two (2) consecutive weeks.

Section 14.

In the event of any inconsistency between this Article and the standards imposed by the Federal Fair Labor Standards Act (FLSA) or other applicable Federal or State Law, the Federal or State Law shall take precedence unless such Federal or State Law authorizes such inconsistency.

ARTICLE IX - TIME AND LEAVE

Section 1.

This section on Time and Leave shall not circumscribe the authority of the University, College, or Center to issue new interpretations subsequent to the effective date of this Agreement and not inconsistent with this Agreement. Such new interpretations shall be subject to the grievance and arbitration provisions of this Agreement.

Section 2.

(a) Employee requests for annual leave made pursuant to Center or College policy or collective bargaining agreement, shall be made in writing on a form supplied by the Center. Approval or disapproval of the request shall be made on the same form by a supervisor authorized to do so by the Center.

Decisions on request for annual leave or for leave with pay shall be made within seven (7) working days of submission except for requests which cannot be approved at the local level, or requests for leave during the summer peak vacation period or other such periods for which the Center or University has established and promulgated a schedule for submission and decision of leave requests. Once a leave request has been approved, the approval may not be rescinded except in writing by a Center Director.

If a Director calls upon an employee to forego the employee's approved annual leave or any part thereof in any year, it must be in writing and that portion shall be carried over until such time as it can be liquidated. Such action must be taken by a Director personally and may not be delegated.

(b) Where an employee has an entitlement to accrued annual leave and/or compensatory time, and the Center's fiscal condition requires that employees who are terminated, laid off or who choose to resign or retire in lieu of layoff, be removed from the payroll on or before a specific date, the Center shall provide the monetary value of accumulated and unused annual leave and/or compensatory time allowances standing to the employee's credit in a lump sum.

(c) Annual leave allowance for employees hired on or after July 1, 1985 shall accrue as follows:

(i) Full-time employees

<u>Years In Service</u>	<u>Annual Leave Allowance</u>	<u>Monthly Accrual</u>
At the beginning of the employee's 1 st year	10 work days	1 day per month after the first 2 months
At the beginning of the employee's 2 nd year	13 work days	1 day per month plus 1 additional day at the end of the 2 nd year

At the beginning of the employee's 3 rd year	13 work days	1 day per month plus 1 additional day at the end of the 3 rd year
At the beginning of the employee's 4 th year	15 work days	1-1/4 days per month
At the beginning of the employee's 5 th year	20 work days	1-2/3 days per month
At the beginning of the employee's 8 th year	25 work days	2 days per month plus 1 additional day at the end of the leave year (2.083 days per month)
At the beginning of the employee's 15 th year	27 work days	2-1/4 days per month

(ii) The annual leave allowance and accrual for employees hired on or after July 1, 1985, who work other than a regular scheduled standard work week consisting of five (5) seven (7) or eight (8) hour days, shall be pro-rated in accordance with the schedule in Subsection (c)(i) above.

(iii) The annual leave allowance for part-time per annum, hourly, per diem, per session, and seasonal employees hired on or after July 1, 1985, who work at least one half the regular hours of full-time employees in the same title, shall accrue as follows:

<u>Years in Service</u>	<u>Accrual</u>
At the beginning of the employee's 1 st year	1 hour for 22 hours worked
At the beginning of the employee's 2 nd year	1 hour for 17 hours worked
At the beginning of the employee's 3 rd year	1 hour for 17 hours worked
At the beginning of the employee's 4 th year	1 hour for 15 hours worked
At the beginning of the employee's 5 th year	1 hour for 11 hours worked

(iv) Where no full-time equivalent title exists, then the minimum number of hours required in order to receive leave credits pursuant to Subsection (c) (iii) above, shall be based on the nature of employment as follows:

Clerical and related (White Collar Employment): 17-1/2 hours per week
 Custodial, or driving (Blue Collar Employment): 20 hours per week

Section 3.

Approved sick leave and annual leave may be used in units of one (1) hour. Any employee who has completed four (4) months of service may be permitted to take approved annual leave as it accrues. Approved sick leave may be used as it accrues.

Section 4.

By June 1st of each year all employees shall be given an annual statement of all leave balances as of a date within the previous 90 days (sick leave, annual leave, compensatory time). This Section 4 shall apply to part-time employees including EOC Assistants.

Section 5.

- (a) Sick leave shall be used only for personal illness of the employee. Approval of sick leave in accordance with "Leave Regulations" is discretionary with the Center or the College and proof of disability must be provided by the employee, satisfactory to the Center or the College.
- (b) The provisions of paragraph (a) above notwithstanding, the Center or the College may waive the requirement for proof of the disability unless:
 - 1. an employee requests sick leave for more than three (3) consecutive work days; or
 - 2. an employee uses undocumented sick leave for more than five (5) times in a six (6) month "sick leave period." Employees hired during a "sick leave period" shall be subject to the terms of this Subsection commencing with the next complete "sick leave period"; or
 - 3. an employee uses undocumented sick leave more than four (4) times in a "sick leave period" on a day immediately preceding or following a holiday or a scheduled day off. Employees hired during a "sick leave period" shall be subject to the terms of this Subsection commencing with the next complete "sick leave period."
- (c) For the purposes of (b)1, (b)2, and (b)3 above, the calendar year shall be divided into two (2), six (6) month "sick leave periods." They shall be: (1) January 1 to June 30 inclusive; and (2) July 1 to December 31, inclusive. An employee who exceeds the allowable number of undocumented absences in any "sick leave period" pursuant to paragraphs (b)1, (b)2, and (b)3 above shall thereafter, commencing with the next "sick leave period," be required to submit medical documentation, satisfactory to the Center Director or the President's designee before further sick leave may be approved. The requirement for such documentation shall continue in effect until the employee has worked a complete "sick leave period" without being on sick leave more than two (2) times.
- (d) For the purposes of this section "one time" shall mean the consecutive use of one-half (1/2) or more work days for sick leave. Sick leave taken in units of less than one-half (1/2) work day shall be counted as "one time" on sick leave when the cumulative total of such sick leave amounts to one-half (1/2) day.

- (e) The provisions of paragraph (b) above notwithstanding, the Center or the College shall have the discretion to waive the medical documentation required pursuant to paragraphs (b)1, (b)2, (b)3 and (c) for employees who have completed their third year of employment and thereafter have a current sick leave balance commensurate with the number of years of employment as follows:

For Full-Time Employees

<u>Years of Service</u>	<u>Sick Leave Balance</u>
3 years	21 days
4 years	28 days
5 years	35 days
6 years	42 days
7 years	49 days
8 years	56 days
9 years	63 days
10 years	70 days

For EOC Assistants

<u>Years of Service</u>	<u>Sick Leave Balance</u>
3 years	62 hours
4 years	83 hours
5 years	104 hours
6 years	125 hours
7 years	146 hours
8 years	167 hours
9 years	178 hours
10 years	189 hours

- (f) Any employee who anticipates a series of three (3) or more medical appointments, which will require a repeated use of sick leave in units of one day or less, shall submit medical documentation indicating the nature of the condition and the anticipated schedule of treatment. Sick leave taken pursuant to said schedule of treatment shall be deemed documented.

An EOC Assistant shall demonstrate that the medical appointments cannot be scheduled at the time other than when the EOC Assistant is scheduled to work.

- (g) The medical documentation required by this section shall be from a medical health care practitioner licensed by the State in which he or she practices to diagnose and certify illness or disability. When an employee has been recommended for relief from duty by a medical practitioner acting in behalf of a Center or the College, the time granted shall be considered documented sick leave for the day of the relief from duty only, unless otherwise specified by the Center's or College's medical health care practitioner.

Section 6.

- (a) The sick leave allowance for full-time employees shall accrue one (1) day per month or twelve (12) days per year.
- (b) The number of sick leave allowance days permitted to accumulate shall be unlimited.

Section 7.

An employee's annual leave shall be changed to sick leave during a period of verified hospitalization. When an employee is seriously disabled but not hospitalized while on annual leave, after the employee submits proof of such disability which is satisfactory to the Center Director or his or her designee, such leave time may be charged to sick leave and not to annual leave at the employee's option. This section shall apply to EOC Assistants.

Section 8.

Upon the determination by a Center Director that an employee has been physically disabled because of an assault arising out of and in the course of the employee's employment, the Center Director will grant the injured employee a leave of absence with pay not to exceed eighteen (18) months. Such leave shall be granted only if:

- 1) The Workers Compensation Division of the New York City Law Department, or other University agent for Worker's Compensation advises the Center in writing that the employee's injury has been accepted by the Division as compensable under such law, or
- 2) If such injury is not accepted by the Division as compensable under such law unless the Worker's Compensation Board determines that such injury is compensable under such law.

If an employee is granted a leave of absence with pay pursuant to this Section, the employee shall receive the difference between the employee's weekly salary and the employee's Worker's Compensation rate without charge against annual leave or sick leave. The employee, as a condition of receiving benefits under this Section, shall execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury, in the amount of the pay received pursuant to this Section and medical disbursements, if any, made by the Center, the College, or the University, but not to exceed the amount of such proceeds. Such assignments shall be made in the form prescribed by the New York City Law Department. The injured employee shall undergo such medical examinations as are requested by the Worker's Compensation Division of the New York City Law Department or by the Center, and when found fit for duty by the New York City Worker's Compensation Board shall return to the Center's employ.

No benefits shall be paid while an employee is suspended pending disciplinary action, or if an employee is subsequently found culpable of having commenced the assault or unnecessarily continuing the assault.

Benefits provided under this Section shall be in addition to, but not concurrent with, the benefits provided under the Center provisions which correspond to Section 7.0 and 7.1 of the New York City Career and Salary Plan Leave Regulations.

Section 9.

For employees who do not come under the provisions of Section 8 of this Article but who are injured in the course of employment, upon determination by a Center Director that an employee has been physically disabled because of any injury arising out of and in the course of the employee's employment, through no fault of the employee, the Center Director will grant the injured employee an extended sick leave with pay not to exceed three (3) months after all the employee's sick leave and annual leave balances have been exhausted. This additional leave must be taken immediately following the exhaustion of such balances. No such leave with pay shall be granted unless the Worker's Compensation Division of the New York City Law Department advises the Center Director or the College in writing that the employee's injury has been accepted by the Division as compensable under the Worker's Compensation Law, or if such injury is not accepted by the Division as compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law. If an employee is granted extended sick leave with pay pursuant to this Section, the employee shall receive the difference between the employee's weekly salary and the employee's Worker's Compensation rate for the period of time granted. The employee, as a condition of receiving benefits under this Section, shall execute an assignment of the proceeds of any judgment of settlement in any third party action arising from such injury, in the amount of the pay and medical disbursements received pursuant to this Section, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the New York City Corporation Counsel. The injured employee shall undergo such medical examinations as are requested by the Worker's Compensation Division of the New York City Law Department or by the Center, and when found fit for duty by the Worker's Compensation Board shall return to employment.

Benefits provided under this Section shall be in addition to, but not concurrent with, the benefits provided under the Center provisions which corresponds to Sections 7.0 and 7.1 of the New York City Career and Salary Plan Leave Regulations.

Section 10.

The Centers and the University shall make every reasonable effort to require of their agent for Worker's Compensation matters that any employee who has filed a Worker's Compensation claim shall be notified within 45 days of the agent's receipt of such claim, as to whether the claim has been approved or disapproved by the agent.

Section 11.

If an employee dies while in the Center's employ, the employee's beneficiary or if no beneficiary is designated, then the employee's estate, shall receive payment in cash for the following:

- (a) all unused accrued annual leave to a maximum of fifty-four (54) days credit,
- (b) all unused accrued compensatory time earned verified by official Center records, to a maximum of two hundred (200) hours.

This section shall be applicable to EOC Assistants.

Section 12.

If while in covered employment under the terms of this Agreement an employee dies, the Center shall notify the beneficiary designated by the employee in the personnel folder as to what benefits may be available for the employee as to where claims may be initiated for such benefits.

The Center shall promptly notify the appropriate retirement system and request it communicate with the beneficiary designated in the system's records.

This section shall be applicable to EOC Assistants.

Section 13.

(a) "Emergency Closings" shall be defined as authorized cancellation of classes due to weather, transportation, or other major emergencies. The University and the Union recognize that during such periods there is a responsibility to maintain services to the extent possible. Once each year, each Center Director shall establish a minimum number of employees needed for emergency closing service and such employees shall be notified. Compensatory time off for the number of hours worked shall be granted to those who meet the emergency need, such time to be approved by the Center Director and to be scheduled during the academic year in which the emergency occurs. Employees not on emergency assignment shall have their absences excused. Each Center Director may suspend this provision if the required minimum is not maintained.

(b) Lateness caused by a verified major failure of public transportation, such as a widespread or total power failure of significant duration or other catastrophe of similar severity, shall be excused.

(c) The University shall continue to have a contingency plan or plans for operation during a major failure of public transportation which would cause disabled employees great difficulty in reaching their regular work location. Such plan or plans shall include where practicable and productive, provisions assigning disabled employees to report to EOC locations closer to their homes. Such plan or plans shall also include provisions for the Center Director to excuse absences for disabled employees on an individual

basis. Decisions of the Center Director with respect to absences under such plans shall not be subject to the grievance procedure.

Section 14.

The terminal leave provision for all employees, except as provided in paragraphs (b) and (c) below, shall be as follows:

(a) Terminal leave with pay shall be granted prior to final separation to employees who have completed at least ten (10) years of service on the basis of one (1) day terminal leave for each two (2) days of accumulated sick leave up to a maximum of one hundred twenty (120) days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.

(b) In the case where an employee has exhausted all or most of the employee's accrued sick leave due to a major illness, the Center Director in his or her discretion, may apply two and one-fifth (2 1/5) work days for each year of paid service as the basis for computing terminal leave in lieu of any other terminal leave.

(c) Where an employee has an entitlement to terminal leave and the Center's fiscal situation requires that employees who are terminated, laid off or retired be removed from the payroll on or before a specific date because of budgetary considerations, the Center shall provide a monetary lump sum payment for terminal leave.

Section 15. Shortened Summer Work Week

(a) The summer work week shall be a period of workdays shortened by one hour from the Monday following the Center's Spring commencement to September first.

(b) The shortened workday schedules shall not apply to employees who work in air-conditioned facilities.

(c) The shortened workday schedule shall not be required until an employee has completed one year of service.

(d) Employees who work shortened workday schedules as described in this Section are entitled to the meal allowances set forth in Section 8 of Article VIII, provided that such employees work a minimum of three (3) hours beyond the shortened workday schedule. An employee who qualifies for a meal allowance pursuant to this paragraph shall not count the first hour worked after the shortened workday schedule in computing the amount of the meal allowance to which the employee is entitled.

Section 16.

(a) All part-time per annum, hourly, per diem, per session, and seasonal employees, other than EOC Assistants, who work at least one half the regular hours of full-time employees in the same title shall accrue leave credits as provided in subsection (c) below. If no full-time equivalent title exist then the minimum number of hours required in

order to receive leave credits pursuant to this Section shall be 17 ½ hours per week for clerical-administrative duties and 20 hours per week for custodial or driving duties.

(b) EOC Assistants who work 500 or more hours in a work year (July 1 to June 30) shall accrue leave credits as provided in Subsection (c). Notwithstanding, however, this 500 hour threshold requirement shall not apply to any EOC Assistant who has worked as a EOC Assistant for 500 or more hours in each of five (5) years.

(c) Employees eligible under subsections (a) or (b) shall accrue leave credits as follows:

Sick leave: One (1) hour of leave for every twenty (20) hours actually worked with no maximum accrual.

Annual leave: Employees hired prior to July 1, 1985 shall accrue one (1) hour of leave for every eleven (11) hours actually worked to a maximum accrual of two hundred ten (210) hours. Employees hired on or after July 1, 1985 shall accrue as follows:

Years in Service

At the beginning of the employee's 1st year
 At the beginning of the employee's 2nd year
 At the beginning of the employee's 3rd year
 At the beginning of the employee's 4th year
 At the beginning of the employee's 5th year

Accrual

1 hour for 22 hours worked
 1 hour for 17 hours worked
 1 hour for 17 hours worked
 1 hour for 15 hours worked
 1 hour for 11 hours worked

(d) 1. EOC Assistant shall be permitted to utilize annual leave in order to maintain an average number of paid hours during weeks in which a holiday occurs, and to utilize annual leave during the school year, subject to the needs of the Center.

2. Payment for all annual leave remaining to the credit of an EOC Assistant at the end of his or her assignment or the end of the fiscal year, whichever comes first, shall made in each regular pay period thereafter in shares based on not less than the average number of days and hours worked by such employees per week during that fiscal year. The period for which such payments are made shall be a scheduled vacation period for such employee. However, payment for such scheduled vacation period may be made in a lump sum upon the request of the employee and the approval of the Center.

Section 17.

(a) A full-time employee will be deemed eligible for a child care leave of absence upon working 1,250 hours in the prior year (September 1 to August 31), or having worked 1,250 hours in the current year.

(b) A child care leave of absence without pay shall be granted to an employee (male or female) who becomes the parent of a child up to four years of age, either by birth or by adoption, for a period of up to forty-eight (48) months. The use of this maximum

allowance will be limited to one instance only. All other child care leaves of an employee shall be limited to a thirty-six (36) month maximum.

(c) Prior to the child care leave an employee shall be continued in pay status for a period of time equal to all the employee's unused accrued annual leave. Time in pay status shall not be included in child care leave.

(d) Employees who initially elect to take less than the forty-eight (48) month maximum period of leave or the thirty-six (36) months, may elect to extend such leave by up to two extensions, each extension to be a maximum of six (6) months. However, in no case may the initial leave period plus the one or two extensions total more than forty-eight (48) months or thirty-six (36) months. The extensions of leave must be taken consecutively, and any employee returning to work before exhausting the allotted child care leave will be deemed to have waived the remaining child care leave under the provision of this Agreement.

(e) An employee who has taken a cumulative total of seven years of child care leave shall be entitled to further child care leave pursuant to this Section only if he or she has been in pay status a cumulative total of four or more years for the Center.

An employee who had taken a cumulative total of ten years of child care leave shall be entitled to further child care leave pursuant to this Section only if he or she has been in pay status a cumulative total of seven or more years for the Center.

(e) This provision shall not diminish any right of the Center Director, the College Human Resources Director or the University Director of Human Resources Management Services to grant a further leave of absence without pay for child care purposes in accordance with University policy.

Section 18.

CUNY EOCs shall participate in the New York State Paid Family Leave program. CUNY, acting on behalf of EOCs Brooklyn, Queens, Manhattan and the Bronx, will follow the implementation procedures undertaken by the City of New York to implement the Paid Family Leave program. For those CUNY EOC employees covered by the Paid Family Leave benefit, it will be paid by employees through payroll deductions.

Section 19.

When a death in an employee's immediate family occurs while the employee is on annual leave, such time as is excusable for death in the family and shall not be charged to annual leave or sick leave. Immediate family shall be defined as spouse, natural, foster or step parent, mother-in-law, father-in-law, natural, foster, or step sister, natural, foster, or step brother, natural, foster, or step child, or any other relative residing in the same household.

Section 20.

Individual employee grievants shall be granted leave with pay for such time as is necessary to testify at arbitration hearings.

Leave with pay shall be granted to three (3) employees who are named grievants in a group arbitration proceeding, for such time as is necessary for them to testify at their group arbitration hearings.

Leave with pay for such time as is necessary to testify at their hearings shall be granted to employees who, after final adjudication of proceedings under Section 210 (Prohibition of Strikes) paragraph 2 (g) (Objections and Restriction) of the New York State Civil Service Law are determined not to have been in violation of Section 210.

ARTICLE X – TIME AND LEAVE VARIATIONS

In the event that a full-time clerical or related employee is directed to work other than a regularly scheduled standard work week consisting of five (5) seven (7) hour days, the computations and formulas which comprise Article X of the 2021 - 2027 White Collar Agreement shall apply. If the employee's duties are custodial or driving, the applicable provisions shall be those of Article X of the 2021 - 2027 Blue Collar Agreement.

ARTICLE XI – HEALTH INSURANCE

Section 1.

The Health Insurance Program in effect at each Center at the conclusion of the prior Agreement shall be maintained with no diminution of benefits or change in eligibility requirements during the period of the Agreement.

Section 2. Retiree Health Insurance Benefit

(a) Effective September 30, 2002, for employees of the EOCs represented by Local 384, DC37 who retire on or after September 30, 2002 and meet the eligibility requirements for retiree health insurance set forth in Article XI, Section 2 (c) below, an annual per capita contribution equal to the individual HIP/HMO rate applicable in the New York City Health Insurance Program will be made to provide a retiree health insurance benefit. The benefit will be partially contributory by the individual. The amount of the individual's contribution shall depend upon the available funding provided in this agreement. The parties will meet to negotiate the specifics regarding the implementation of this provision, provided that the cost to the Educational Opportunity Centers will not be greater than the cost of providing the benefit at the individual HIP/HMO rate applicable in the New York City Health Insurance Program. The employer costs of this benefit will be part of the contract between SUNY and CUNY that funds the operation of the EOCs.

(b) Effective September 30, 2002, the eligible employees of the EOCs represented by Local 384, DC37 listed in Attachment "A" of the Memorandum of Agreement who retired on or after January 1, 1996, but before September 30, 2002 and meet the eligibility requirements for retiree health insurance set forth in Article XI, Section 2 (c) below, an annual per capita contribution equal to the individual HIP/HMO rate applicable in the New York City Health Insurance Program will be made to provide a retiree health insurance benefit up to an absolute maximum annual contribution of \$51,000 on behalf of these individuals. The benefit will be partially contributory by the individual. The amount of the individual's contribution shall depend upon the available funding provided herein. The parties will meet to negotiate the specifics regarding the implementation of this provision, provided that the cost to the Educational Opportunity Centers will not be greater than the cost of providing the benefit at the individual HIP/HMO rate applicable in the New York City Health Insurance Program. The employer costs of this benefit will be part of the contract between SUNY and CUNY that funds the operation of the EOCs.

(c) The parties recognize that the contributions specified in Article XI, Section 2 (a) and (b) above represent the entire amount that will be contributed to provide these benefits and that such benefits are subject to the eligibility requirements stated herein. Members of the Optional Retirement System (which at present is TIAA) who have separated from EOC service and are collecting a retirement benefit based upon their service at the EOC shall be eligible for retiree health insurance coverage, if and when the following additional qualifications are met:

- (i) For staff represented by Local 384, DC37 initially appointed to a full-time annual position on or before June 30, 1976:
 - (A) Separated from EOC service at age 55 or over with at least ten (10) years of pensionable, continuous, full-time EOC service, or
 - (B) Separated from EOC service prior to age 55 with at least fifteen (15) years of pensionable, continuous, full-time EOC service and attained the age of 55.
- (ii) For staff represented by Local 384, DC 37 initially appointed to a full-time annual position between July 1, 1976 and August 31, 1985:
 - (A) Separated from EOC service with at least fifteen (15) years of pensionable, continuous, full-time EOC service and attained the age of 62, or
 - (B) Separated from EOC service with at least ten (10) years of pensionable, continuous, full-time EOC service and no subsequent full-time employment in a college, university, or other institution of post-secondary education related to the duties performed while in active service at the EOC or to duties normally performed by classified staff at the EOCs and attained the age of 62.
- (iii) For staff represented by Local 384, DC37 initially appointed to a full-time annual position on or after September 1, 1985:
 - (A) Separated from EOC service at age 62 or over with fifteen (15) years of pensionable, continuous, full-time EOC service, or
 - (B) Separated from EOC service prior to age 62 with fifteen (15) years of pensionable, continuous, full-time EOC service and no subsequent full-time employment in a college, university, or other institution of post-secondary education related to the duties performed while in active service at the EOC or to duties normally performed by classified staff at the EOCs and attained the age of 62.
- (iv) "Continuous service," as used in this section, shall not be broken by an approved leave of absence without pay. The period of such approved leave without pay shall not count toward the total number of years required for eligibility.

(d) On a quarterly basis, the EOCs will certify to the Director of the University Center for Academic Workforce and Development of SUNY and to the Office of Faculty and Staff Relations of CUNY, the number of eligible retirees under Article XI, Section 2 (a) and (b) of this agreement. The Director of the University Center of Academic Workforce and Development of SUNY will provide to the EOCs the necessary amount of money, consistent with the terms of Article XI, Section 2 (a), (b) and (c) of this agreement to fund the health insurance benefit provided under this agreement.

(e) This section 2 is effective September 30, 2002.

Section 3. Health Benefits

Effective December 31, 2008, all eligible active EOC employees and eligible retirees from the EOC's will be covered under the New York City Health Program. With the EOC payroll transition, retirees will become eligible for Medicare Part B coverage. Notwithstanding the fact that payment to the New York City Health Insurance Program will be made by the City University, the employer's share of the cost of the health insurance coverage for active and retired EOC employees remains an obligation of the EOCs. The parties will collaborate on establishing a reimbursement procedure.

Supplemental benefits will continue to be provided through the DC37 Welfare Fund for EOC classified staff. Notwithstanding the fact that payment to the Welfare Fund will be handled by the University Benefits Office, the cost of these supplemental benefits will continue to be the responsibility of the EOCs.

Section 4. Pension

Full-time EOC classified staff employees shall continue to participate in TIAA. With the transition to New York State and New York City payrolls, EOC employees will receive new TIAA contracts. The EOC employees will be placed in pension tiers consistent with their original date of hire at the EOCs.

ARTICLE XII – PERSONNEL AND PAY PRACTICES

Any employee who is promoted, or who is affected by an individual change in title or rate of compensation of an adverse nature, shall be notified in writing no later than two (2) weeks after the effective date of such promotion, change in title, or adverse change in rate of compensation.

ARTICLE XIII – EVALUATIONS AND PERSONNEL FOLDERS**Section 1.**

An employee shall be required to accept a copy of any evaluatory statement of the employee's work performance or conduct prepared during the term of this Agreement if such statement is to be placed in any permanent personnel file relating to the employee. The evaluation form shall contain or have attached to it an acknowledgement that the employee has seen and read the evaluation, but does not necessarily agree with its contents. The employee shall sign the acknowledgement. The employee shall have the right to answer any such evaluatory statement filed and the answer shall be attached to the file copy. Any evaluatory statement with respect to the employee's work performance or conduct, a copy of which is not given to the employee, may not be used in any subsequent disciplinary actions against the employee.

An employee shall be permitted to view his or her personnel file once a year and when an adverse personnel action is initiated against the employee by the Center. The viewing shall be in the presence of a designee of the Center and held at such time and place as the Center may prescribe.

Section 2.

If an employee finds in the employee's personnel file any material relating to the employee's work performance or conduct in addition to evaluatory statements, the employee shall have the right to answer any such material filed and the answer shall be attached to the file copy.

ARTICLE XIV – CAREER DEVELOPMENT**Section 1.**

When vacancies in promotional titles covered by this Agreement are authorized to be filled by the appropriate body and the Center with such vacancies decides to fill them, a notice of such vacancies shall be posted in all relevant areas of the Center involved at least ten (10) working days prior to filling except when such vacancies are to be filled on an emergency basis. Present Center agreement, if any, on this subject shall not be affected by this clause.

Section 2.

The Union shall be given a copy of proposed changes in job specifications for any title represented by or certified to the Union, for its perusal at least five (5) working days in advance of the final approval of such changes.

ARTICLE XV – OCCUPATIONAL SAFETY AND HEALTH

Section 1.

The Labor-Management Committee established pursuant to Article XVI shall sit from time to time as an Occupational Safety and Health Committee.

Section 2.

(a) Adequate, clean, structurally safe and sanitary working facilities shall be provided for all employees.

(b) Motor vehicles and power equipment which are in compliance within minimum standards of applicable law shall be provided to employees who are required to use such devices.

(e) Where necessary, first aid kits, adequately marked and stocked shall be provided by the Center in sufficient quality for the number of employees likely to need them and such first aid kits shall be reasonably accessible to the employee.

(f) Except as otherwise provided by law, the sole remedy for alleged violations of this Section shall be a grievance pursuant to Article XXII of this Agreement. Any employee who withholds services as a means of redressing or otherwise protesting alleged violations of this Section shall be docked pay for any unauthorized non-performance of work and may be subject to any appropriate disciplinary action.

(e) In construing this Section, an arbitrator shall initially have the power only to decide whether the subject facilities meet the standards of Subsection (a) of this Section. If the arbitrator determines that the Center is in violation of this Section, the Center shall take appropriate steps to remedy the violation. If in the opinion of the Union, the Center does not achieve compliance within a reasonable period of time, the Union may reassert its claim to the arbitrator. Upon such second submission, if the arbitrator finds that the Center has had a reasonable time to comply with the term of this Section and has failed to do so, then and only then, the arbitrator may order the Center to follow a particular course of action which will effectuate compliance with the terms of this Section. However, such remedy shall not exceed appropriations available in the current budget allocation for the Center for such purposes.

(f) Each Center shall make reasonable efforts to provide for the personal security of employees working in the Center, during such hours as said locations are open to the public.

ARTICLE XVI – LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee at each Center. Each committee shall be comprised of union representation from the Center and Local 384, and management representation from the Center and the College. Each side may also invite a representative of DC 37 (Labor) or the University Office of Labor Relations (Management) to attend and participate. For purposes of voting the Union shall designate three (3) members and Management shall designate three (3) members. The committee shall meet at the request of either party, at times mutually agreeable to both parties.

The committee shall consider problems and developments at the Centers related to the terms and conditions of employment and shall, when appropriate, recommend to the Center Director such changes as they deem advisable.

ARTICLE XVII – NONDISCRIMINATION**Section 1.**

Neither a Center nor the Union shall discriminate with respect to the hours, wages or any terms or conditions of employment of any employee because of sex, sexual orientation, race, marital status, age, creed, religion, national origin, handicap not related to job duties, color, political belief, or membership in, or lawful activity on behalf of the Union. Sexual harassment shall be considered discrimination because of sex.

Section 2.

The Union agrees that it will admit to membership and represent equally all employees in a title represented by the Union.

Section 3.

Except by agreement between a Center, a College or the University and the Union to the contrary, a grievance alleging a violation of this Article shall not be processed under this Agreement on behalf of any employees who files or prosecutes or permits to be filed or prosecuted on his or her behalf in any court or governmental agency, a claim, complaint or suit, complaining of the action grieved, under applicable Federal, State or Municipal law or regulations.

ARTICLE XVIII – MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively recognized, merely by way of illustration in the Center, the College, and the University. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to (1) full and exclusive control of the management of the Center, the supervision of all operations, methods, processes, means and personnel by which any and all work shall be performed, the control of the composition, of assignment, direction and determination of the size and type of its work force; (2) the right to change or introduce new and improved operations, methods, means, or facilities; (3) the right to determine the standards to be met by employees covered; (4) the right to hire, establish work shifts, establish job classifications, promote, demote, transfer, and lay off employees; and (5) the right to determine the qualifications of employees, and to discipline employees for cause, and otherwise to maintain an orderly, effective and efficient operation.

Notwithstanding the above, the Center, the College, and the University shall negotiate with the Union on questions concerning the practical impact that decisions on the above matters have on employees. The terms of this Article shall be subject to applicable law and the provisions of the Agreement.

ARTICLE XIX – NO STRIKE PLEDGE

The Centers and the University and the Union agree that disputes which may arise between them during the term of this Agreement shall be settled without resort to strike or lockout and that the requirements of the law in this regard shall not be violated. The Centers agree that they will not lock out any or all employees and the Union agrees on behalf of itself and its membership that there shall be no strikes, slowdowns or interference with the normal operations of the Center, the College or the University.

ARTICLE XX – LEGISLATIVE ACTION

As required by law:

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 XXI – DISCIPLINARY PROCEDURE

Section 1. General

(a) No permanent employee in the bargaining unit who has completed the probationary period (i.e., permanent employee) and no provisional or non-competitive employee who has earned disciplinary rights in his or her provisional or non-competitive position shall be disciplined except for incompetency or misconduct.⁴

(b) The forms of discipline shall include, but not be limited to, a written reprimand, a fine not to exceed \$200, demotion, suspension not to exceed 60 days without pay, or termination.

(c) For EOC competitive class titles represented by District Council 37, Local 384, provisional full-time employees who have served at the same EOC Center continuously for two (2) years in the same or similar competitive class titles listed in Article I, Section 1 of this Agreement, or in titles which are in a related occupational group, shall be subject to the disciplinary procedures of this Article. In determining if a provisional employee has completed two (2) years of continuous service, the following additional terms shall apply:

Any period off payroll of more than 31 days shall break continuous service. No periods off payroll shall count towards the two-year eligibility. Time on an official leave without pay or time off payroll for fewer than 31 days shall not count towards the two year requirement, but will not break continuous service. Provisional rights acquired in another civil service jurisdiction shall not apply to an employee hired by an EOC Center. Disciplinary rights can only be obtained in a subsequent permanent appointment after serving the established probationary period.

(d) All full-time non-competitive class EOC employees who have served one (1) year of satisfactory service, will be deemed to have earned disciplinary rights under this agreement.

⁴ Effective with the December 31, 2008 transition of all EOC employees placed onto the New York State and New York City payroll systems, all full-time competitive and non-competitive class employees under this bargaining agreement who have been appointed at the EOC in a classified staff title and have previously served six (6) months or longer, will be deemed to have a permanent appointment in such title. All full-time competitive class EOC employees who have been appointed at the EOC in a classified staff title and have previously served fewer than six (6) months, will be deemed to have been appointed with probable-permanent status (i.e., probationary status), and will attain permanent status upon the satisfactory completion of one (1) year of service. All full-time non-competitive class EOC employees who have been appointed at the EOC in a classified staff title and have previously served fewer than six (6) months, will attain permanent status upon the satisfactory completion of one (1) year of service. These special provisions discussed above are applicable only to those EOC employees who were part of the payroll transition.

(e) Extension of disciplinary rights to certain provisional or non-competitive employees shall not diminish the right of a Center, a College, or the University to reassign employees or terminate the employment of a provisional or non-competitive employee for reasons other than incompetency or misconduct.

(f) The procedures in this Article shall be the exclusive procedures for disciplinary action and resolving disputes relating to such disciplinary action.

(g) These procedures supersede any preexisting procedures and forums.

Section 2. Initiating a Disciplinary Action

Other than in exceptional situations requiring immediate action, such as, but not necessary limited to, those involving potential injury to persons or property or unreasonable disruption of Center, College or University operations, if a Center Director has caused to believe an incident has occurred or circumstances may exist warranting disciplinary action, the Center Director or his or her designee shall investigate such incident or circumstances prior to taking disciplinary action. As part of the investigation, the Center Director or his or her designee shall make reasonable efforts to interview any employee(s) who may be subjected to disciplinary action. In those exceptional situations requiring immediate action, as described above, an employee may be immediately suspended. Such a suspension without pay pending a decision of the hearing officer may not exceed 30 days except where the charges relate to the alleged commission of a criminal offense relating to employment, in which case the suspension may continue until completion of the Criminal Court proceedings, and in which case the suspension will be reviewed periodically at the request of the employee and/or the Union.

An employee who is being interviewed concerning an incident or activity which may subject him or her to disciplinary action shall be notified of his or her right to have a Union representative, or a lawyer, present upon request. However, covered unions shall not be required to provide representation to employee who are not members of the Union at the time of the incident(s) prompting the interview/hearing and/or are not members at the time of the interview/hearing. This provision shall be applicable to interviews before, during, or after the filing of a disciplinary charge against an employee. The provisions of this Section shall not be interpreted to prevent a supervisor from questioning an employee in relation to his or her employment nor to preclude the questioning of an employee during or immediately following an incident.

In cases involving attempted or actual acts of violence or threats of violence in the workplace, the First Step of the disciplinary procedure shall be bypassed and the disciplinary procedure shall proceed directly to the Third Step.

Section 3. Disciplinary Charges

Following an investigation, if it is necessary in the judgment of the Center to charge an individual employee with incompetency or misconduct, the Center Director or his or her designee shall furnish the employee with a written statement of the charges,

specifications, and possible penalties. An informational copy of the statement of charges shall be sent to the Union. The statement of charges shall be hand-delivered or sent by certified mail, return receipt requested, and by regular mail to the employee's last address on file at the Center. The statement of charges shall indicate the date, time, and place, within ten (10) days, for a first step hearing at the Center, and the employee's right to representation at such hearing.

A. First Step

The Center Director, or such person as the Director may designate as the hearing officer, shall conduct a hearing on the charges and shall issue a written decision with regard to the charges within ten (10) working days of the hearing, and shall state the disciplinary penalty, if any. The Center may implement a penalty other than termination immediately.

The decision shall inform the employee that he or she may appeal a decision with any of the following penalties to the President of the College which administers the Center for a Step II hearing within ten (10) days of the receipt of the Step I decision. Unreturned mail shall be presumed to have been received on the date following transmittal.

In the event an appeal is not filed within the time limit prescribed, the Step I decision shall be deemed to have been accepted, and no issue stemming from or relating to the disciplinary action shall be subject to any further appeal.

A Step I decision to terminate employment shall be effective upon failure to appeal to Step II.

The penalties which may be appealed to Step II are:

- fine in excess of one hundred dollars (\$100)
- suspension without pay for more than two (2) days, or
- termination of employment.

B. Second Step

A Step II hearing shall be scheduled within fifteen (15) working days of receipt of a request for a hearing by the President or the President's designee. A written decision shall be delivered to the Union and the employee within fifteen (15) working days from the conclusion of the Step II hearing. The Step II decision shall inform the employee that he or she may appeal the decision with either of the following penalties to the Chancellor's Designee for a Step III hearing, within ten (10) days of the receipt of the Step II decision. Unreturned mail shall be presumed to have been received on the date following transmittal.

In the event an appeal is not filed within the time limit, the Step II decision shall be deemed to have been accepted, and no issue stemming from or relating to the disciplinary action shall be subject to any further appeal. A Step II decision to terminate employment shall be effective upon failure to appeal to Step III.

The penalties which may be appealed to Step III are:

- suspension without pay for more than ten (10) days, or
- termination of employment

C. Third Step

A Step III hearing shall be scheduled within fifteen (15) working days of receipt of a request for a hearing by the Chancellor's designee. A written decision shall be delivered to the Union and the employee within fifteen (15) working days from the conclusion of the Step III hearing. The Step III decision, including a decision to terminate employment, shall be effective upon issuance of the Step III decision by the Chancellor's Designee. The Step III decision shall be final.

Section 4. Disciplinary Procedure for Job Abandonment

In accordance with an agreement reached between the University and District Council 37, the EOC Centers are allowed to implement the penalty of termination at the EOC Center level in cases where (i) an employee has been absent without authorization and has failed to notify or communicate such absence in the manner prescribed by the EOC Office of Human Resources for a period of fifteen (15) or more consecutive work days; and (ii) has failed to respond to follow-up correspondence sent to the employee by the EOC's Office of Human Resources via regular and overnight mail, advising the subject employee of his/her job abandonment status, within five (5) work days of its receipt.

In the event that an employee responds after the effective date of his/her termination, an appeal may be filed by the Union within twenty (20) work days of the date that the subject employee was terminated by the Center. The appeal will be heard at Step II in accordance with the procedures contained in Section 3 of the disciplinary procedure. An appeal not filed within the time frame set forth herein will be deemed waived and not subject to any further appeal.

ARTICLE XXII – GRIEVANCE PROCEDURE

Section 1. Definition

Definition: The term “grievance” shall mean:

- (A) A dispute concerning the application or interpretation of the terms of this collective bargaining agreement;
- (B) A claimed violation, misinterpretation or misapplication of the written rules or regulations, written policies or orders applicable to the Center which employs the grievant affecting the terms and conditions of employment;
- (C) A claimed assignment of employees to duties substantially different from those stated in their job description.

An employee may at any time informally discuss with his or her supervisor a matter which may become a grievance. If the results of such discussions are unsatisfactory, or if such a discussion does not occur, the employee may present the grievance at Step I.

Section 2. Filing

Grievances may be filed by an employee on his or her own behalf (subject to the provisions of this Article), by the Union on its own behalf, or by the Union on behalf of any employee or group of employees. A grievance involving employees in more than one Center may be filed by the Union initially at Step III of the grievance procedure. A grievance must be filed by an employee and/or the Union within 120 calendar days after the date upon which grievance arose. Any grievance not processed within the time limits specified shall be deemed waived by the grievant.

The grievance shall cite the section(s) of this Agreement, or substance of the written rule, regulation, policy, or order, which is alleged to be violated, misinterpreted, or misapplied. The grievance may also state a remedy or remedies sought, which shall not be binding.

All grievances must be presented in writing at all steps of the grievance procedure. For all grievances as defined in Section 1 (C), no monetary awards shall in any event cover any period prior to the date of filing of the Step I grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work.

Section 3. The Grievance Steps

Step I - The employee and/or the union shall present the grievance in the form of a memorandum to the person designated for such purpose by the Center Director no later than 120 days after the date on which the grievance arose. The employee may also request an appointment to discuss the grievance. The person designated by the Center Director to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the seventh workday following the date of the discussion.

Step II - An appeal from an unsatisfactory decision at Step I shall be presented in writing to the President, or the President's designated representative, who shall not be the same person designated in Step I. The appeal must be made within seven (7) workdays of the receipt of the Step I decision and shall include a copy of the Step I decision. The President's designee shall meet with the employee and/or the Union for review of the grievance and shall issue a decision in writing by the end of the tenth day following the date of the meeting.

Step III – An appeal from an unsatisfactory decision at Step II shall be presented in writing to the Chancellor's designated representative, who shall not be the same person designated in Step II. The appeal must be made within five (5) working days of the receipt of the Step II decision and shall include a copy of the Step II decision. The Chancellor's designated representative shall meet with the employee and/or the Union for review of the grievance and shall issue a decision in writing by the end of the tenth work day following the date of the meeting.

Step IV – An appeal from an unsatisfactory decision at Step III shall be brought solely by the Union for impartial arbitration, within fifteen (15) workdays of receipt of the Step III decision or within fifteen (15) days of the expiration of the lime limit, by serving notice to the American Arbitration Association. A copy of such notice shall be sent to the Chancellor's Designee by certified mail, return receipt requested. In addition, the University shall have the right to bring directly to arbitration any dispute between the parties concerning any matters defined herein as a "grievance." The University shall commence such arbitration by submitting a written request thereof to the American Arbitration Association. A copy of such notice shall be sent to the Chancellor's Designee by certified mail, return receipt requested. The arbitration shall be conducted in accordance with the Consolidated Rules of the American Arbitration Association. The costs and fees of such arbitration shall be borne equally by the Union and the University. Consistent with Article IX, Section 19, expenses of witnesses shall be the responsibility of the party calling such witnesses. The decision or award of the arbitrator, who shall be drawn from the panel established under the Blue Collar and White Collar Unit Agreements, shall be final and binding in accordance with applicable law, and the arbitrator shall not add to, subtract from or modify any contract, rule, regulation, written policy or order mentioned in Section I of this Article.

Section 4.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, the employee or employees and the Union shall be required to file with the Senior Vice Chancellor for Labor Relations a written waiver of the right, if any, of the employee or employees and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 5.

The Union acknowledges that the University requires that a written settlement of a grievance by mutual consent of the parties to the grievance may be valid only with the written concurrence of the University Office of Labor Relations.

Section 6.

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

Section 7.

If a Center, the College or the University exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union may invoke the next step of the procedure, except that only the Union may invoke impartial arbitration under Step IV.

Section 8.

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

Section 9.

Each of the steps in the grievance procedure, as well as time limits prescribed at each step of the grievance procedure, may be waived by mutual agreement of the parties.

ARTICLE XXIII – FINANCIAL EMERGENCY ACT, FUNDING, AND ACCEPTANCE**Section 1.**

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

Section 2.

The City University of New York's obligations to employees at each of the Educational Opportunity Centers covered by this Agreement shall be subject to:

- (a) renewal of the annual agreement between the sponsoring college and the State University of New York; and
- (b) provisions for the payment of such obligations in the budget of each Educational Opportunity Center approved by the State University of New York.

Section 3.

This Agreement shall become effective upon acceptance by The City University of New York, District Council 37, AFSCME, and upon funding by The State University of New York.


ARTICLE XXIV – SAVINGS CLAUSE

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

ARTICLE XXV – RESOLUTIONS


This Agreement shall constitute and be deemed a complete adjustment and settlement of all demands and items presented, and as to all of such demands and items there shall be no further collective bargaining for effectiveness during the period from February 1, 2017 to May 31, 2021.


Except as otherwise provided herein any further collective bargaining between the Union and the University during the term of this Agreement shall be limited to a matter within the scope of collective bargaining where: (a) the matter was not specifically covered by the Agreement or raised as an issue during the negotiations out of which agreements arose; and (b) there shall have arisen a significant change in circumstances with respect to such matter, which could not reasonably have been anticipated by both parties at the time of the execution of such agreement.

WHEREFORE, we have hereunto set our hands and seals on this 8th day of October 2025. 

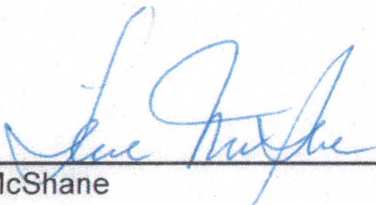
DISTRICT COUNCIL 37, AFL-CIO

THE CITY UNIVERSITY OF NEW YORK

By: /s/ 
Henry Garrido
Executive Director
Date

By: /s/ 
Félix V. Matos Rodríguez
Chancellor
Date 10/8/25

LOCAL 384, DISTRICT COUNCIL 37, AFL-CIO

By: /s/ 
Lenore McShane
President
DC37 Local 384
Date 8/13/25

