ORIGINAL

A G R E E M E N T

Between

The New York City School Construction Authority

and

District Council 37, AFSCME, AFL-CIO

and its Locals 154, 375, 1251, 1407, and 2627

covering

Unit B

March 3, 2010 to July 2, 2017

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Appendix A - Title Minimums (3/3/10 – 7/2/17)

This collective bargaining agreement is made and entered into on this 3rd day of December, 2014, by and between the New York City School Construction Authority, hereinafter referred to as the AUTHORITY and District Council 37, AFSCME, AFL-CIO and its Locals (Locals 154, 375, 1251, 1407 and 2627), hereinafter collectively referred to as the UNION.

WHEREAS, the AUTHORITY has endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its full-time/part-time employees insofar as such practices and procedures are appropriate to functions and obligations of the AUTHORITY to retain the right to operate effectively in a responsible and efficient manner; and

WHEREAS, the AUTHORITY and the UNION share a joint and mutual desire to effectuate the legislative mandate of the AUTHORITY towards the betterment of the public schools within the City of New York, and recognize the extraordinary efforts that are required to improve the condition of those facilities; and

WHEREAS, it is the intent and purpose of the parties to set forth herein agreements which have been reached during the course of negotiations conducted for the purpose of determining rates of pay, wages, hours of employment and other conditions of employment; to increase the efficiency and productivity of employees of the AUTHORITY; and to provide for prompt and fair settlement or adjudication of grievances without any interruption or other interference with the operation of the AUTHORITY; and

WHEREAS, the AUTHORITY recognizes the UNION as the sole exclusive collective bargaining representative for the bargaining unit set forth in Appendix A, consisting of employees of the AUTHORITY, wherever employed, whether full-time or part-time in the titles listed in Appendix A and in any successor title(s). (This Unit shall be referred to as Unit B); and

WHEREAS, this article shall not limit the AUTHORITY'S statutory right to file an application with the Public Employment Relations Board seeking designation of certain employees as managerial and/or confidential; and

WHEREAS, 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 therefore, shall not become effective until the appropriate legislative body has given approval; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained or annexed hereto, the parties do mutually covenant and agree as follows:

ARTICLE I - HOURS OF WORK AND WORKWEEK

The regular workweek for payroll purposes shall commence on Sunday and end on the following Saturday. Normal working hours in a regular workweek shall be seven and one-half per day, and thirty-seven and one-half per week, as scheduled by the AUTHORITY. In addition, employees shall be entitled to a one-hour meal period daily. The regular workweek shall consist of five workdays and two days off, except in the event of overtime. Except as otherwise scheduled by the AUTHORITY, a typical workweek shall be Monday through Friday, from 8:30 a.m. to 5:00 p.m. Nothing herein shall be construed as interfering with management's right to determine levels of services and staffing. Nothing herein shall constitute a bar to implementation by the AUTHORITY of flexible workweeks, flexible workdays, or alternative work schedules, following discussion with the UNION and employee(s) affected.

ARTICLE II - HOLIDAYS

SECTION 1

The following are designated paid holidays for all eligible employees:

New Years Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

SECTION 2

An employee required by the AUTHORITY to work on any of these holidays, will be paid pursuant to the provisions set forth in Article X, Section 4.

SECTION 3

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, holidays which fall on Saturday will be observed the day before on Friday, and holidays which fall on Sunday will be observed the day after on Monday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, holidays which fall on their first scheduled day off will be observed the day before, and holidays which fall on their second scheduled day off will be observed the day after.

SECTION 4

In the event of an emergency or other situation which demands immediate or special attention, an employee may be required by the AUTHORITY to work on a scheduled holiday.

SECTION 5

Employees will accrue two (2) discretionary holidays in accordance with the following schedule:

Effective April 1, 1995 and on every subsequent April 1st and October 1st, one (1) discretionary holiday will accrue to an employee in title on said date. An eligible employee wishing to use a discretionary holiday must request permission from his/her Division Director or designee at least two (2) weeks in advance. Such request may be denied by the AUTHORITY.

Employees hired on or after July 1, 2004 will accrue only one (1) discretionary holiday per year every April 1st.

SECTION 6

An employee will be paid for unused discretionary holidays remaining at the end of each December. When converting time to cash payment, the rate will be the employee's salary rate in effect on December 31st of the year in which the holidays were earned. Payment of unused discretionary holidays will be included in the 15-day cap provided in Article III, Section 5.

ARTICLE III - ANNUAL LEAVE

SECTION 1

A combined vacation, personal business and religious holiday leave allowance known as "annual leave allowance" shall be established.

SECTION 2 - Accrual Rate

(a) The annual leave accrual rate for full-time employees shall be computed on the following basis:

Cumulative Years in Service	Monthly Accrual	Annual Leave Allowance
At the beginning of the employee's 1st year	1 day per month after the first 2 months	10 work days
At the beginning of the employee's 2nd year	1 day per month plus 1 additional day at the end of the 2nd year	13 work days
At the beginning of the employee's 3rd year	1 day per month plus 1 additional day at the end of the 3rd year	13 work days
At the beginning of the employee's 4th year	1 1/4 days per month	15 work days
At the beginning of the employee's 5th year	1 2/3 days per month	20 work days

At the beginning of the employee's 8th year	2 days per month plus 1 additional day at the end of the leave year	25 work days

For employees hired on or after July 1, 2004, the accrual rate for the annual leave allowance for these full time employees shall be computed on the following basis:

Cumulative Years in Service	Monthly Accrual	Annual Leave Allowance
At the beginning of the employee's 1st year	1 day per month after the first 2 months	10 work days
At the beginning of the employee's 2nd year	1 day per month plus 1 additional day at the end of the 2nd year	13 work days
At the beginning of the employee's 3rd year	1 day per month plus 1 additional day at the end of the 3rd year	13 work days
At the beginning of the employee's 4th year	1 1/4 days per month	15 work days
At the beginning of the employee's 5th year	1 1/4 days per month plus 1 additional day at the end of the 5th year	16 work days
At the beginning of the employee's 6th year	1 1/4 days per month plus 2 additional days at the end of the 6th year	17 work days
At the beginning of the employee's 7th year	1 1/4 days per month plus 3 additional days at the end of the 7th year	18 work days
At the beginning of the employee's 8th year	1 1/4 days per month plus 4 additional days at the end of the 8th year	19 work days
At the beginning of the employee's 9th year	1 2/3 days per month	20 work days
At the beginning of the employee's 10th year	1 2/3 days per month plus 1 additional day at the end of the 10th year	21 work days
At the beginning of the employee's 11th year	1 2/3 days per month plus 2 additional days at the end of the 11th year	22 work days

At the beginning of the employee's 12th year	1 2/3 days per month plus 3 additional days at the end of the 12th year	23 work days
At the beginning of the employee's 13th year	2 days per month	24 work days
At the beginning of the employee's 14th year	2 days per month plus 1 additional day at the end of the leave year	25 work days

(b) Employees recruited from New York City or New York State agencies will accrue additional leave at a rate equal to the number of days earned in their immediate prior employment but not to exceed twenty-five days. However, such prior employment must have been continuous in duration, without a break in service of one year or more.

(c) Employees working 20 hours or more but less than 37 1/2 hours per week will accrue annual leave on a pro rata basis.

(d) In order to be credited with annual leave in any month, an employee must be on full pay status for at least 15 calendar days in the month. Employees will be eligible to take paid vacation after 4 months of employment. Absences for religious observance may be charged against an employee's annual leave allowance notwithstanding the four month waiting period set forth herein.

SECTION 3 - Use Of Annual Leave

(a) An employee should endeavor to schedule annual leave at the convenience of the AUTHORITY. The AUTHORITY, subject to the proviso in paragraph (c) below, must approve any leave request of ten days or less per year. Annual leave requested above this level will be granted only if, in the opinion of the employee's supervisor, the operation of the agency will not be adversely affected by approving the leave.

(b) Earned annual leave allowance shall be taken at a time convenient to the employee's department and only upon the express prior written permission of the Division Director.

(c) In the event of an emergency as determined by the AUTHORITY, the Vice President of the appropriate department may cancel and reschedule any or all approved vacation leaves in advance of the leave being taken.

(d) In the event a holiday occurs during the period when an employee is on approved vacation leave, such holiday will be considered as a holiday and shall not be counted as part of the employee's vacation. The employee shall not be eligible for or receive holiday pay and annual leave pay for the same date.

(e) An employee's annual leave allowance will be charged for any personal business or religious holiday leave.

(f) Employees are entitled to a 12 week maternity leave. The first 8 weeks shall be chargeable to sick leave and the remaining 4 weeks shall be deemed child care leave which is chargeable to annual leave or to leave without pay at the employee's option. Employees may charge the entire 12 weeks to sick leave when medically necessary and supported by a physician's note.

(g) Employees are entitled to an approved unpaid child care leave to a maximum of 18 months with an option to extend such leave at the employee's request for another 6 months.

(h) The annual leave accrual year will run from January 1 through December 31 of each year.

SECTION 4

Employees may carry over from one year to the next, unused annual leave equal to one year of their accrual rate.

SECTION 5

At the end of each calendar year, the SCA will review leave balances remaining on December 31st. Leave days will be carried over to the subsequent year, up to the number of days of the employee's annual accrual rate. Remaining days beyond the amount of this carry-over will be paid in cash; however, such payout will not exceed 15 days of accrued but unused leave per year. Any excess leave beyond this 15-day maximum will be forfeited, except that such excess days may be carried over with the express written permission of the President & CEO, in situations where a workload emergency prevents the employee from being able to take a scheduled vacation.

For example, an employee who earns 25 days per year and has a balance of 45 days on December 31 will be allowed to carry over 25 days to the next year, will be paid in cash for 15 days, and will forfeit 5 days.

SECTION 6

When converting accrual time to cash payments, the rate of pay will be the employee's annual salary rate effective December 31st of each year.

ARTICLE IV - SICK LEAVE

SECTION 1

Unit B employees shall be credited with sick leave allowance with pay at the rate of 7.5 hours for each month of service with pay.

Employees hired on or after July 1, 2004 shall be credited with sick leave allowance with pay at the rate of 6.25 hours for each month of service for the first five (5) years of service. At the

beginning of the employees' sixth (6^{th}) year of service, the sick leave allowance with pay rate shall be 7.5 hours for each month of service.

In order to be credited with sick leave in any month, the employee must be on full pay status for at least 15 calendar days in the month.

(a) Employees working 20 hours or more but less than 37.5 hours per week will accrue sick leave on a pro rata basis.

(b) The number of sick leave allowance days permitted to accumulate shall be unlimited. Sick leave shall be used in units of a quarter of an hour.

SECTION 2

It is the responsibility of each employee requesting paid sick leave to notify their Division Director or designee.

Employees who are requesting paid sick leave, in accordance with this provision shall notify or cause notification to be made to their Division Director or designee as soon as is reasonably possible. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made to their Division Director or designee.

In the event no sick leave notification is made, the employee's absence is an absence without pay, unless the employee can later substantiate and document that it was impossible to make or cause such notification.

Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the employee's Division Director.

SECTION 3

An employee's annual leave shall be chargeable 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 AUTHORITY, such leave time shall be charged to sick leave first, thereafter, to annual leave.

SECTION 4

(a) Sick leave shall be used only for personal illness of the employee. Approval of leave is discretionary with the AUTHORITY and proof of illness must be provided by the employee, satisfactory to the AUTHORITY. This discretion will not be exercised in an arbitrary or capricious manner.

(b) The provisions of subparagraph (a) above notwithstanding, the AUTHORITY may waive requirement of proof of illness unless an employee requests sick leave for more than three (3) consecutive work days. Employees hired on or after July 1, 2004, who request sick

leave for more than three (3) consecutive work days, must provide the SCA proof of illness within five (5) days of the employee's return to work.

(c) Effective July 1, 2004, employees may use three (3) days per year from their sick leave balances for the care of ill family members. Approval of such leave is discretionary with the SCA and proof of disability must be provided by the employee satisfactory to the SCA within five (5) days of the employee's return to work. For the purposes of this provision, "family members" will include spouse; natural, foster, or stepparent; child, brother, or sister; father-in-law; mother-in-law; any relative residing in the household; and domestic partner, provided such domestic partner is registered pursuant to the terms set forth in the NYC Administrative Code Section 3-240 et seq.

SECTION 5

Employees who have exhausted all earned sick leave and annual leave balances due to personal illness may, at the discretion of the AUTHORITY, be permitted to use unearned sick leave allowance up to the amount earnable in one year of service, chargeable against future earned sick leave.

(a) All applications submitted under this provision shall contain prominently indicated thereon, the fact that the absence, or part of it, is to be charged against an advance of sick leave allowance. The Division Director shall secure the timekeeper's verification of the attendance date recorded on the application with his/her approval or disapproval indicated thereon to the AUTHORITY.

(b) After 10 years of combined and continuous AUTHORITY, New York City or New York State service, employees may, at the discretion of the AUTHORITY, be granted sick leave with pay for three months after all credits have been used. In special instances, sick leave with pay may be further extended for one additional three month period with the approval of the AUTHORITY.

(c) For employees with less than 10 years of service who desire sick leave with pay after all credits have been used, the AUTHORITY may, at its discretion, grant such additional leave.

(d) The AUTHORITY shall be guided in this matter by the nature and extent of illness and the length and character of service. The AUTHORITY may request and shall receive such medical information and recommendations as it deems necessary to exercise properly its discretion.

(e) An employee who is on leave without pay for any reason other than illness may not have any portion of this time charged against sick leave allowance.

(f) The AUTHORITY will not exercise its discretion in these matters in an arbitrary and/or capricious manner.

(g) Leaves for maternity, paternity, disability or a serious health condition of the employee or a member of the employee's family, as defined by the FMLA, shall be governed by the AUTHORITY's FMLA Policy and/or in accordance with federal, state and/or local laws.

SECTION 6

Employees hired on or after July 1, 2004, who, upon separation from the AUTHORITY, have ten or more years of combined and continuous SCA, NYC/NYS service, will be paid for accumulated sick leave at the rate of one day of payment for every three sick leave days. The maximum allowable paid sick leave shall not exceed 100 work days.

ARTICLE V - BEREAVEMENT LEAVE

SECTION 1

The AUTHORITY shall grant bereavement leave of up to four (4) days with pay without charge to sick or annual leave immediately following the death of a family member. For purposes of this Article, family is defined as the employee's spouse; domestic partner; natural, foster or stepparent; child; foster or stepchild; brother or sister; grandparent; grandchild; father-in-law; mother-in-law; brother-in-law; sister-in-law; the father, mother or child of a domestic partner, or any relative residing in the employee's household. Domestic Partner is defined in Mayoral Executive Order No. 48.

SECTION 2

In the event that the death occurs while an employee is on sick or annual leave, the employee's absences may be charged against bereavement leave.

SECTION 3

Requests for bereavement leave shall be subject to the approval of the employee's immediate supervisor; such approval shall not be unreasonably withheld. Employees may be requested to provide appropriate documentation to their supervisor as a condition of the aforesaid paid leave.

ARTICLE VI - EQUAL EMPLOYMENT

SECTION 1

The UNION, in its capacity as bargaining representative for employees covered by this Agreement, agrees to abide by all applicable federal, state and local laws. Neither the AUTHORITY, nor the UNION shall discriminate against or in favor of any bargaining unit employee on account of race, sex, color, religion, creed, age, disability, national origin, citizenship status, union activity, veteran's status, marital status, sexual orientation, or affectional preference.

SECTION 2

Sexual harassment is unacceptable conduct and will not be permitted or tolerated.

SECTION 3

The AUTHORITY, after notification to the UNION, shall be permitted to take all actions legally required to comply with the Americans With Disabilities Act.

ARTICLE VII - SALARIES

SECTION 1 - General Wage Increases

(a) Effective September 3, 2011, eligible employees shall receive a general increase of one (1.00%) percent. Such increase shall apply only to employees in title September 2, 2011, and shall be computed on the base salary rate paid to employees on September 2, 2011.

(b) Effective September 3, 2012, eligible employees shall receive a general increase of one (1.00%) percent. Such increase shall apply only to employees in title September 2, 2012, and shall be computed on the base salary rate paid to employees on September 2, 2012.

(c) Effective September 3, 2013, eligible employees shall receive a general increase of one (1.00%) percent. Such increase shall apply only to employees in title September 2, 2013, and shall be computed on the base salary rate paid to employees on September 2, 2013.

(d) Effective September 3, 2014, eligible employees shall receive a general increase of one-and-a-half (1.50%) percent. Such increase shall apply only to employees in title September 2, 2014, and shall be computed on the base salary rate paid to employees on September 2, 2014.

(e) Effective September 3, 2015, eligible employees shall receive a general increase of two-and-a-half (2.50%) percent. Such increase shall apply only to employees in title September 2, 2015, and shall be computed on the base salary rate paid to employees on September 2, 2015.

(f) Effective September 3, 2016, eligible employees shall receive a general increase of three (3.00%) percent. Such increase shall apply only to employees in title September 2, 2016, and shall be computed on the base salary rate paid to employees on September 2, 2016.

(g) The final general wage increase as stated in Section 1(f) shall not be paid unless and until negotiations on the additional compensation fund not to exceed 0.52%, available on March 3, 2017, are completed by the SCA and DC 37.

(h) The general increases provided for in Section 1 (a), (b), (c), (d), (e), and (f) above shall be applied to the applicable salary minimums for the titles in this Unit. (See Appendix A)

SECTION 2 - Title Minimums

(a) Attached hereto and made part hereof is Appendix A, which include titles and applicable salary minimums for employees covered by this Agreement.

(b) Notwithstanding the provisions set forth in Section 1 (a), (b), (c), (d), (e), and (f) above, the appointment rate for any employee newly hired on or after July 1, 2005 shall be fifteen (15%) percent less than the applicable minimum, in effect on the date of hire. Upon completion of two years of active service, an employee hired on or after July 1, 2005 shall be paid the applicable minimum that is in effect on the two-year anniversary of their original date of appointment.

SECTION 3 - Promotional Guarantee

Effective April 1, 1995 an employee promoted from a lower title to a higher title will receive a promotional guarantee of 6% of their current salary or the minimum for the new title, whichever is greater.

SECTION 4 - Longevity Increases

Effective September 3, 2011, the longevity payment will increase by one (1.00%) percent to $920 annually and shall be added to the base salary of an employee who has completed five (5) years of service at the SCA. This longevity payment will be added to the employee's salary on his/her fifth anniversary at the SCA. The additional longevity payment will increase by one (1.00%) to $1,838 annually (inclusive of five year longevity) and shall be added to the base salary of an employee after completion of ten (10) years of SCA service. This longevity payment will be added to the employee's salary on his/her tenth anniversary at the SCA.

Effective September 3, 2012, the longevity payment will increase by one (1.00%) percent to $929 annually and shall be added to the base salary of an employee who has completed five (5) years of service at the SCA. This longevity payment will be added to the employee's salary on his/her fifth anniversary at the SCA. The additional longevity payment will increase by one (1.00%) to $1,856 annually (inclusive of five year longevity) and shall be added to the base salary of an employee after completion of ten (10) years of SCA service. This longevity payment will be added to the employee's salary on his/her tenth anniversary at the SCA.

Effective September 3, 2013, the longevity payment will increase by one (1.00%) percent to $938 annually and shall be added to the base salary of an employee who has completed five (5) years of service at the SCA. This longevity payment will be added to the employee's salary on his/her fifth anniversary at the SCA. The additional longevity payment will increase by one (1.00%) to $1,875 annually (inclusive of five year longevity) and shall be added to the base salary of an employee after completion of ten (10) years of SCA service. This longevity payment will be added to the employee's salary on his/her tenth anniversary at the SCA.

Effective September 3, 2014, the longevity payment will increase by one-and-a-half (1.50%) percent to $952 annually and shall be added to the base salary of an employee who has completed five (5) years of service at the SCA. This longevity payment will be added to the employee's salary on his/her fifth anniversary at the SCA. The additional longevity payment will increase by one-and-a-half (1.50%) to $1,903 annually (inclusive of five year longevity) and shall be added to the base salary of an employee after completion of ten (10) years of SCA service. This longevity payment will be added to the employee's salary on his/her tenth anniversary at the SCA.

Effective September 3, 2015, the longevity payment will increase by two-and-a-half (2.50%) percent to $976 annually and shall be added to the base salary of an employee who has completed five (5) years of service at the SCA. This longevity payment will be added to the employee's salary on his/her fifth anniversary at the SCA. The additional longevity payment will increase by two-and-a-half (2.50%) to $1,951 annually (inclusive of five year longevity) and shall be added to the base salary of an employee after completion of ten (10) years of SCA service. This longevity payment will be added to the employee's salary on his/her tenth anniversary at the SCA.

Effective September 3, 2016, the longevity payment will increase by three (3.00%) percent to $1,005 annually and shall be added to the base salary of an employee who has completed five (5) years of service at the SCA. This longevity payment will be added to the employee's salary on his/her fifth anniversary at the SCA. The additional longevity payment will increase by three (3.00%) to $2,010 annually (inclusive of five year longevity) and shall be added to the base salary of an employee after completion of ten (10) years of SCA service. This longevity payment will be added to the employee's salary on his/her tenth anniversary at the SCA.

ARTICLE VIII - WELFARE FUND

SECTION 1

The AUTHORITY shall continue to make annual contributions to the Welfare Fund on a pro-rata basis per month for full-time per annum employees, on behalf of each employee, whether a member of the UNION or not, who regularly works in any of the titles in this Unit, for the purpose of making available welfare benefits for each such employee under a welfare plan established and administered pursuant to a supplemental agreement entered into between the AUTHORITY and the UNION.

SECTION 2

Effective July 1, 2004, an annual administrative fee in the amount of $35.00 will be charged on a pro-rata basis to all employees and retirees on whose behalf the SCA and DC 37 remit payments to a Union-administered welfare fund. The fee will be assessed on all employees and retirees by a welfare fund agreement.

SECTION 3

Effective July 1, 2006, there is an increase in the SCA's contribution to the Union-administered Welfare Fund of $100.00 per year. This increase will be offset, in accordance with Article VIII, Section 2, by the $35.00 annual administrative fee set forth in Article VIII, Section 2 of the Agreement. This payment shall be made on behalf of each full-time per annum employee to each employee's applicable welfare fund.

The parties agree to be bound and governed by the terms of the 2004 Municipal Labor Committee Health Benefits Agreement.

SECTION 4

Effective July 1, 2014, there shall be an increase to the Employer's contribution to the Union-administered welfare funds by $25 per annum.

Effective July 1, 2015, there shall be an increase to the Employer's contribution to the Union-administered welfare funds by $25 per annum, for a total of $50 per annum.

Effective July 1, 2016, there shall be an increase to the Employer's contribution to the Union-administered welfare funds by $25 per annum, for a total of $75 per annum.

Effective July 1, 2017, there shall be an increase to the Employer's contribution to the Union-administered welfare funds by $25 per annum, for a total of $100 per annum and for every year thereafter.

These payments shall be made on behalf of each full time per annum employee and retiree or other applicable equivalent for other than full time per annum employee or retiree.

SECTION 5

Subject to a separate agreement between the AUTHORITY and the UNION, the UNION shall be entitled to receive such separate contributions as may be provided in this Agreement for welfare, training, and legal services as a single contribution to be paid by the employer into a trusteed Administrative Employees Benefits Fund. Such contributions shall be held by the trustees of that Fund for the exclusive purpose of providing through other trusteed funds, welfare, training and legal services benefits as the AUTHORITY and the UNION may agree upon. The AUTHORITY shall continue to have the right to review and approve the distribution of funds to, and the level of benefits provided by the Fund or individual funds.

Effective October 1, 1990, employees who have been separated from service subsequent to October 1, 1990, and who were covered by this welfare fund at the time of such separation pursuant to a separate agreement between the AUTHORITY and the UNION representing such employees, shall continue to be so covered, subject to the provisions hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the AUTHORITY's Health Insurance Program and are entitled to benefits paid by the AUTHORITY through such program.

SECTION 6

When an employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status as of the effective date of the suspension, the employee shall receive full welfare fund and health insurance coverage for the period of suspension.

SECTION 7

If an employee is laid off, on leave, or disabled, and has the AUTHORITY's contributions for basic health insurance discontinued, the UNION may make direct payment to the AUTHORITY's health insurance carriers at the AUTHORITY's premium payment rates on

behalf of such employee for a maximum period of one year from the date of discontinuance.

SECTION 8

When a title not previously covered by any welfare fund becomes certified by the UNION, welfare fund payments shall be made to the UNION pursuant to the terms of this Article effective the January 1 or July 1 next following the date of certification.

ARTICLE IX - HEALTH INSURANCE

SECTION 1

The AUTHORITY agrees to provide Health Insurance through the New York City health insurance program. Benefits provided will be consistent with those currently provided by the City of New York to employees represented by DC 37. Modifications made by the City of New York with its employee unions will be honored by the AUTHORITY. This arrangement shall continue until such time as it is modified through collective bargaining by the AUTHORITY and Unit B.

ARTICLE X - OVERTIME

SECTION 1

The AUTHORITY will pay its employees overtime in accordance with the Fair Labor Standards Act. The provisions of this Article shall apply only to overtime performed in excess of any employee's regular work week as defined in Article I, and which has been properly directed and authorized in advance by the appropriate division head or designee.

SECTION 2

An employee whose regular workweek is 37.5 hours shall be paid the employee's basic hourly rate for overtime worked in excess of 37.5 but less than 40 hours during a workweek.

SECTION 3

An employee who works over 40 hours during a work week will be paid one and one-half (1.5) times the employee's basic hourly rate for overtime worked in excess of 40 hours during a workweek.

SECTION 4

An employee who works on one or more of the ten paid holidays (as described in Article II above) will be paid his or her regular salary for the holiday, plus a cash payment equal to 50% for all hours worked on the holiday and shall receive annual leave credit equivalent to the number of hours worked on the holiday.

SECTION 5

An employee directed by the AUTHORITY to work on a scheduled day off will be paid a minimum of four hours for the day.

SECTION 6

There shall be no rescheduling of tours of duty to avoid the payment of overtime compensation.

ARTICLE XI - MEAL ALLOWANCE

FLSA exempt employees who work two or more continuous hours beyond their regularly scheduled work day, or work a minimum of four hours at the office or job site on Saturday, Sunday or holidays, shall be paid a meal allowance of a maximum of $6.75. A receipt must be submitted for reimbursement. Employees will be reimbursed for the maximum allowance or the amount indicated on the receipt, whichever is less.

ARTICLE XII – CAR MILEAGE ALLOWANCE

The AUTHORITY hereby agrees to reimburse Unit B employees for the use of personal vehicles for authorized official travel at the rate of $0.28 per mile for actual miles driven. If, however, the trips made during one day equal less than 30 miles, the employee will be reimbursed at the rate of $8.40 per day. The AUTHORITY agrees to follow the New York City Comptroller's authorized reimbursement rate for car mileage allowance.

ARTICLE XIII - UNION RIGHTS

SECTION 1

A duly authorized representative of the UNION shall have reasonable access to the premises of the AUTHORITY for the purpose of conferring with the AUTHORITY, delegates of the UNION and/or employees, and for the purpose of administering this Agreement. In all such instances, the UNION representative shall provide advance notification of his/her arrival to the Vice President, Administration or his/her designee. Such visits shall not interfere with the operations of the employer.

SECTION 2

The UNION may meet with bargaining unit members on the premises of the AUTHORITY in an area designated by the Senior Director of Human Resources during the non-working hours of the bargaining unit members.

SECTION 3

The UNION shall notify the AUTHORITY of the authorized employees who serve as on-site

representatives (Shop Stewards) and who shall be afforded reasonable time to investigate and process grievances. Such investigations and grievance processing shall not interfere with the operations of the AUTHORITY and shall be conducted during non-working hours when reasonably possible.

SECTION 4

No employee shall engage in any UNION activity which could unreasonably interfere with the performance of work during his or her working time or in working areas of the AUTHORITY at any time.

SECTION 5

The UNION shall provide the Vice President, Administration or his/her designee with a list of on-site representatives. This list shall be kept current.

SECTION 6

The UNION may post notices on bulletin boards in places and locations where notices are usually posted by the employer for the employees to read. The bulletins, notices and materials issued by DC 37 shall be on UNION stationary and signed by the designated official of DC 37 or its appropriate local. Any posted material shall be used only to notify employees of matters pertaining to proper and legitimate union business covering employees in the unit. No such material shall be posted which constitutes election campaign material for or against any person, organization or faction thereof.

ARTICLE XIV - CHECK-OFF AND AGENCY SHOP

SECTION 1 - Exclusive Check-off Privilege

The AUTHORITY will honor, in accordance with their terms, only such written authorizations as are properly executed by employees in the Unit covered by this Agreement (Unit B) for the deduction of their dues on behalf of the UNION.

SECTION 2 - Dues Check-off Information

The AUTHORITY shall provide monthly to the UNION a complete and up-to-date list of all employees in this unit who have properly executed written authorizations for the deductions of dues on behalf of the UNION. The AUTHORITY shall also furnish to the UNION such other reasonable information as may be necessary to the UNION for maintaining appropriate records.

SECTION 3 - Agency Shop

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental Agreement annexed hereto.

SECTION 4 - Check-off for Political Purposes

(a) District Council 37 or any other certified union represented by District Council 37 for the purpose of this Agreement which elects to participate in a separate segregated fund established pursuant to applicable law, including Title 1, USC, Section 441b, to receive contributions to be held for the support of candidates for federal office shall have the exclusive right in conference with applicable law to the check-off for such political purposes in a manner as described in a supplemental agreement hereby incorporated by reference into this Agreement.

(b) Any eligible employee covered by this Agreement may voluntarily authorize in writing the deduction of such contributions from the employee's wage for such purpose in an authorization form acceptable to the employer which bears the signature of the employee.

(c) A copy of the Summary Annual Report to the Federal Elections Commission (FEC) of each fund shall be submitted by the appropriate participating union to the appropriate agencies and the AUTHORITY at the time of its submission to the FEC.

ARTICLE XV - MANAGEMENT RIGHTS

It is the right of the AUTHORITY to determine the standards of services it shall offer; determine the standards of selection for employment; direct and/or assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of its operations; reorganize its departments or functions; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE XVI - BEEPERS

Employees who carry a beeper at the AUTHORITY's request, will be compensated at the appropriate rate for actual time worked, either by call-in, dialing up on the modem, or actual appearance at the work location on a scheduled day off. The employee will be paid a minimum of four hours for the day. Employees will not receive additional compensation for carrying a beeper. No travel restrictions will be placed on employees who carry a beeper at the AUTHORITY's request.

ARTICLE XVII - VDTs

A joint SCA/DC 37 Committee shall be established to study and make recommendations to the President of the SCA concerning VDT operations. The Committee shall monitor the SCA's use of VDTs to ensure an ergonomically sound work environment for VDT operators and shall review and make recommendations on procurement and ergonomic standards for VDT and

VDT workstations. The Committee shall also jointly develop a training module on VDT operational safety for all VDT operators.

ARTICLE XVIII - POSTING OF VACANCIES

The AUTHORITY shall post vacancies internally in titles covered by this Agreement five (5) working days prior to public advertisement of this position.

ARTICLE XIX - LAYOFFS

SECTION 1

Where positions covered by this Agreement are abolished or reduced in rank or salary grade, because of economy, consolidation or abolition of functions, curtailment of activities or otherwise, suspensions or demotions, as the case may be, shall be administered in a manner consistent with the New York State Civil Service Law, the Public Authorities Law, and the Rules for the Classified Civil Service of the NYC School Construction Authority.

SECTION 2 - Notice

(a) Notice shall be provided to the Union not less than 20 days before the effective date of projected layoffs.

(b) Not less than 20 days before the effective date of projected layoffs, designated representatives of the AUTHORITY shall meet and confer with the designated representatives of the UNION with the objective of considering feasible alternatives to all or part of the scheduled layoffs, including but not limited to; (i) exploring redeployment opportunities with other City and State agencies; (ii) the use of Federal and State funds wherever possible to retrain or reemploy employees scheduled for layoffs and; (iii) encouragement of early retirement and the expediting of the processing of retirement applications.

ARTICLE XX - LABOR-MANAGEMENT COMMITTEE

SECTION 1

The AUTHORITY and the UNION, having recognized that cooperation between labor and management is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a Labor-Management Committee at the AUTHORITY. The purpose of the Committee shall be to provide a forum to discuss and attempt to resolve matters of mutual concern to labor and management.

SECTION 2

The Labor-Management Committee shall consist of a mutually agreeable number of members,

who shall serve for the term of this Agreement. The UNION and the AUTHORITY shall each designate an equal number of members. Vacancies shall be filled by the appointing party for the balance of the term to be served. The Committee shall make its recommendations to the President & CEO of the AUTHORITY in writing.

SECTION 3

The recommendations of the Labor-Management Committee shall not contravene any term or provision of this Agreement and shall not be subject to the provisions of the Grievance and Arbitration Article of this Agreement.

SECTION 4

The Labor-Management Committee shall meet, at the written request of either the UNION or the AUTHORITY, at times mutually agreeable to both parties. Such written request for a meeting shall include a listing of the items (concerns, questions, topics) to be discussed at the meeting. Minutes shall be kept and copies supplied to all members of the Committee.

ARTICLE XXI - GRIEVANCE-ARBITRATION PROCEDURE

SECTION 1

Definition: The term "grievance" shall mean:

(a) a dispute concerning the application or interpretation of the express terms of the Agreement and those documents expressly incorporated therein.

(b) a claimed assignment of an employee to duties substantially different from those stated in his/her job description.

(c) a claimed wrongful disciplinary action taken against an employee covered by Section 4 of this Article.

(d) a claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the AUTHORITY affecting terms and conditions of employment.

SECTION 2

The grievance procedure, except grievances as defined in Section 1 (c) shall be as follows:

(a) An employee may at any time informally discuss with their supervisor a matter which may become a grievance. If the results of such a discussion are unsatisfactory, the employee may present the grievance at Step 1.

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

Step I - The employee and/or the UNION shall present the grievance in the form of a memorandum to their Division Director no later than 75 days after the date on which the grievance arose. The employee may also request an appointment to discuss the grievance. The Division Director shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the third work day following the date of submission.

Step II - An appeal from an unsatisfactory determination at Step I shall be presented in writing to the President or the President's designated representative.

The appeal must be made within ten working days of the receipt of the Step I determination. The President or designated representative, if any, shall meet with the employee and/or the UNION for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

Step III - An appeal from an unsatisfactory determination at Step II may be brought solely by the UNION for impartial arbitration within fifteen (15) working days of receipt of the Step II determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The AUTHORITY shall commence such arbitration by serving a Notice of Intent to Arbitrate on the UNION. The costs and fees of arbitration shall be borne equally by the UNION and the AUTHORITY. Adequate notice of the issue(s) to be arbitrated shall be given by the party requesting arbitration.

SECTION 3

(a) The AUTHORITY and the UNION hereby agree to the establishment of a panel of five (5) permanent arbitrators for the purpose of this Agreement. Following the service of a Notice of Intent to Arbitrate, one of the named arbitrators shall jointly be retained by the parties in order of first availability. It is the responsibility of the party requesting the arbitration to contact the arbitrator regarding availability and to schedule such arbitration in an expeditious manner. After appointment of the arbitrator, the arbitration shall proceed in accordance with the procedures which are hereinafter prescribed. The assigned arbitrator shall hold a hearing at a time and place convenient to the parties. Termination cases shall be given priority in scheduling.

(b) The parties agree that any dispute concerning administration of the arbitration process, or any request for arbitration which cannot be heard in accordance with the above procedure due to a dispute between the parties, shall be referred jointly to the American Arbitration Association (AAA). All fees and expenses of the AAA and arbitrator shall be borne equally by the parties. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the AAA.

(c) Any party wishing for a stenographic record shall make arrangements directly with a stenographer and shall notify the other parties of such arrangements in advance of the hearing. The requesting party or parties shall pay the cost of such record. If such

transcript is agreed by the parties to be, or in appropriate cases determined by the arbitrator to be, the official record of the proceeding, it must be made available to the arbitrator and to the other party for inspection, at a time and place determined by the arbitrator.

(d) The arbitrator shall act in a judicial, not legislative capacity and shall be without power or authority to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Furthermore, the arbitrator shall have no right to order the payment of punitive damages of any kind whatsoever. S/He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him/her. In deciding the case, the arbitrator shall render a written award and a reasonably concise opinion and shall not submit observations or declarations of opinion which are not essential in reaching the decision. In the event the arbitrator finds a violation of the terms of this Agreement, s/he shall fashion an appropriate remedy. The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The arbitrator shall mail a copy of his/her Opinion and Award to the Senior Director of Human Resources and the UNION. The decision shall be based solely upon his/her interpretation of the meaning or application of this Agreement to the facts of the grievance presented.

(e) A decision rendered consistent with terms of this Agreement shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the NY Civil Practice Law and Rules.

SECTION 4 - Disciplinary Action

The disciplinary procedure set forth in this Section shall be in lieu of the procedure specified in Section 75 and 76 of the New York State Civil Service Law and shall apply to all persons currently subject to Section 75 and 76 of the New York State Civil Service Law. In addition, this procedure shall apply to provisional employees who have served previously for two years in the same or similar title or related occupational group.

(a) Grievances relating to a claimed wrongful disciplinary action against an employee shall be subject to and governed by the following procedure:

Step I - Following the service of written charges upon an employee, a conference with such employee shall be held with respect to such charges by the Division Director or designee of his or her Division to review such charges. The employee may be represented at such conference by a representative of the UNION. The Division Director shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the third day following the date of the conference.

Step II - If the employee is not satisfied with the decision in Step I above, he may appeal such decision. The appeal must be within five (5) working days of the receipt of such decision. Such appeal shall be treated as a grievance appeal beginning with Step II of the Grievance Procedure set forth in Section 2.

(b) Pre-hearing suspension pending the hearing and determination of charges at the Step II level:

An employee may be suspended from duty without pay when the President or designee has determined that the continued presence of the employee on the job may endanger the health or safety of the employee, visitors, AUTHORITY personnel or property. The period of suspension without pay may be for a period not to exceed 30 days.

Disciplinary penalties, if any, shall not be implemented until the issuance of the Step II determination.

(c) No removal or disciplinary proceeding shall be commenced more than eighteen months after the occurrence of the alleged incompetency or misconduct complained of and described in the charges, provided, however, that such limitation shall not apply where the incompetency or misconduct complained of in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.

SECTION 5

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 II of the Grievance Procedure; or if a satisfactory STEP II determination has not been so implemented, the UNION may institute a grievance concerning such failure to implement at STEP III of the Grievance Procedure.

SECTION 6

If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the AUTHORITY's last answer. If the AUTHORITY 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 or AUTHORITY may invoke impartial arbitration under STEP III.

SECTION 7

The AUTHORITY shall notify the UNION in writing of all grievances filed by employees, all grievance meetings, 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 meetings.

SECTION 8

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

SECTION 9

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

this Agreement may be filed directly at Step II of the Grievance Procedure. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

SECTION 10

The Grievance and Arbitration Procedure contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the Arbitrator's award in court.

ARTICLE XXII - RIGHTS TO UNION REPRESENTATION DURING INVESTIGATORY INTERVIEWS

SECTION 1 - Inspector General Interview

(a) When an employee is summoned to an interview with or at the Office of the Inspector General in connection with a disciplinary proceeding or investigation, except where an emergency is present or where the considerations of confidentiality are involved, the following procedure shall apply:

1. Employees who are summoned to the Office of the Inspector General shall be notified, whenever feasible, in writing at least two (2) work days in advance of the day on which the interview is to be held, and a statement of the reason for the summons shall be attached.

(b) Whenever such an employee is summoned for an Inspector General interview for the record which may lead to disciplinary action, the employee shall be entitled to be accompanied by a lawyer or a union representative and the employee shall be informed of this right. If a statement is taken, the employee shall be entitled to a copy and to keep such information confidential.

(c) Whenever possible, such interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.

(d) Upon the conclusion of an investigation conducted by the Inspector General, an employee who has been notified that he or she has been the subject of said investigation shall be advised of its disposition.

SECTION 2 - Interview Outside Supervisory Chain of Command

(a) When an employee is summoned to an interview which may lead to a disciplinary action and which is conducted by someone other than the Inspector General who is outside the normal supervisory chain of command, the following procedure shall apply:

1. Employees who are summoned to the appropriate office of the AUTHORITY shall be notified, whenever feasible, in writing at least two (2) work days in advance of the day on which the interview or meeting is to be held, and a

statement of the reason for the summons shall be attached, except where an emergency is present or considerations of confidentiality are involved.

(b) Whenever an employee is summoned for an interview or meeting for the record which may lead to disciplinary action, the employee shall be entitled to be accompanied by a union representative or a lawyer, and the employee shall be informed of this right. If a statement is taken, the employee shall be entitled to a copy and to keep such information confidential.

(c) Wherever possible, such meetings and interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.

(d) Upon the conclusion of such an investigation, an employee who has been notified that he or she has been the subject of said investigation shall be advised of its disposition.

ARTICLE XXIII - EFFECT OF LEGISLATION-SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New York, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXIV - EDUCATION AND TRAINING FUND

Effective April 1, 1995, the SCA will contribute $25 per employee per annum to the DC 37 training fund.

ARTICLE XXV - ABSENCE WITHOUT NOTICE

Employees who are absent four (4) consecutive work days without notice shall be deemed to have resigned unless they have reasonable cause for failure to notify. The issue of the reasonableness of the cause and the penalty, if any, shall be subject to the grievance procedure.

ARTICLE XXVI - NO STRIKE PLEDGE

The UNION and the AUTHORITY recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The UNION and the AUTHORITY subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the programs and activities conducted by the AUTHORITY. The UNION therefore agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by employees covered by this Agreement nor any instigation thereof.

ARTICLE XXVII - DURATION OF AGREEMENT

The terms of this Agreement shall be effective as of March 3, 2010, and shall continue in full force and effect until July 2, 2017.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

HENRY GARRIDO
Executive Director
District Council 37
AFSCME, AFL-CIO
on behalf of Locals 154, 375,
1251, 1407, and 2627

Date signed

LORRAINE GRILLO
President & CEO
New York City School
Construction Authority

3.30.15
Date signed

ROSS J. HOLDEN
Executive Vice President and General Counsel
New York City School
Construction Authority

March 26, 2015
Date signed

CRAIG COLLINS
Vice President, Administration
New York City School
Construction Authority

3/26/15
Date signed

SCA
School Construction Authority

NYC
Department of Education

Lorraine Grillo
President & CEO

lgrillo@nycsca.org

December 3, 2014

Ms. Evelyn Seinfeld
Director, Department of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Performance Rating Appeals

Dear Ms. Seinfeld:

This letter will continue the understanding that the parties reached during the negotiation of a prior collective bargaining agreement between the New York City School Construction Authority ("SCA") and DC 37 covering employees in Unit B concerning performance rating appeals.

In accordance with the Policies and Procedures of the SCA, an employee who receives an overall "needs improvement" or "unsatisfactory" performance rating, may appeal such evaluation and rating within fifteen (15) working days of receipt of the rating to the Vice President, Administration. Ratings of satisfactory or above are not subject to review.

The Vice President, Administration shall exercise discretion to determine whether or not a meeting with the employee and supervisor is necessary to reach a decision.

The decision of the Vice President, Administration shall be final and binding.

Sincerely,

Lorraine Grillo
President & CEO

30-30 Thomson Avenue
Long Island City, NY 11101
718 472 8003 T
718 472 8009 F

SCA
School Construction Authority

NYC
Department of Education

Lorraine Grillo
President & CEO

lgrillo@nycsca.org

December 3, 2014

Ms. Evelyn Seinfeld
Director, Department of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Grievance and Arbitration Reopener

Dear Ms. Seinfeld:

This letter will continue the understanding that the parties reached during the negotiation of a prior collective bargaining agreement between the New York City School Construction Authority ("SCA") and DC 37 covering employees in Unit B that either party may reopen negotiations concerning Article XXI upon written request if the Grievance and Arbitration clause of the collective agreement governing Unit B employees is materially altered.

Sincerely,

Lorraine Grillo

Lorraine Grillo
President & CEO

30-30 Thomson Avenue
Long Island City, NY 11101
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SCA
School Construction Authority

NYC
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Lorraine Grillo
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lgrillo@nycsca.org

December 3, 2014

Ms. Evelyn Seinfeld
Director, Department of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Drug Free Workplace

Dear Ms. Seinfeld:

This letter will continue the understanding that the parties reached during the negotiation of a prior collective bargaining agreement between the New York City School Construction Authority ("SCA") and DC 37 covering employees in Unit B concerning a drug free workplace.

To ensure a drug and alcohol free working environment, the SCA intends to implement an Authority-wide drug free workplace policy. The SCA shall consult with DC 37 prior to promulgation of this policy.

Sincerely,

Lorraine Grillo
President & CEO

30-30 Thomson Avenue
Long Island City, NY 11101
718 472 8003 T
718 472 8009 F

SCA
School Construction Authority

NYC
Department of Education

Lorraine Grillo
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December 3, 2014

Ms. Evelyn Seinfeld
Director, Department of Research and Negotiations
District Council 37, AFSCME, AFL-CIO
125 Barclay Street
New York, New York 10007

Re: Pre-Tax Benefit Programs

Dear Ms. Seinfeld:

This letter will continue the understanding that the parties reached during the negotiation of a prior collective bargaining agreement between the New York City School Construction Authority ("SCA") and DC 37 covering employees in Unit B, that the SCA agrees to participate in the City of New York pre-tax benefits program with respect to the Health Care Flexible Spending (HCFSA) and the Dependent Care Assistance Program (DeCAP) as long as these programs are offered by the City of New York to its employees.

We will participate in the City's pre-tax benefit programs subject to the terms and conditions of the flexible spending programs offered.

Sincerely,

Lorraine Grillo
President & CEO

30-30 Thomson Avenue
Long Island City, NY 11101
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School Construction Authority

NYC
Department of Education

Lorraine Grillo
President & CEO

lgrillo@nycsca.org

December 3, 2014

Ms. Evelyn Seinfeld
Director, Department of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Job Descriptions

Dear Ms. Seinfeld:

This letter will continue the understanding that the parties reached during the negotiation of a prior collective bargaining agreement between the New York City School Construction Authority ("SCA") and DC 37 covering employees in Unit B concerning job descriptions.

In accordance with the discussion of the parties during negotiation of the 1995-2000 Agreement between the SCA and DC 37 for employees in Unit B, the SCA has agreed to provide employees in Unit B with copies of their individual job descriptions upon hire or reappointment.

Sincerely,

Lorraine Grillo

Lorraine Grillo
President & CEO

30-30 Thomson Avenue
Long Island City, NY 11101
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Lorraine Grillo
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lgrillo@nycsca.org

December 3, 2014

Ms. Evelyn Seinfeld
Director, Department of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Group Life Insurance

Dear Ms. Seinfeld:

This letter will continue the understanding that the parties reached during the negotiation of a prior collective bargaining agreement between the New York City School Construction Authority ("SCA") and DC 37 covering employees in Unit B concerning provisions for group life insurance.

In accordance with the discussion of the parties during negotiation of the 1995-2000 collective bargaining agreement between the SCA and DC 37 for employees in Unit B, it is agreed that the parties will meet and discuss the implementation of a deduction procedure for employees to purchase Group Life Insurance.

The purchase of such Group Life Insurance will be at no cost to the SCA.

Sincerely,

Lorraine Grillo
President & CEO

30-30 Thomson Avenue
Long Island City, NY 11101
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SCA
School Construction Authority

NYC
Department of Education

Lorraine Grillo
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lgrillo@nycsca.org

December 3, 2014

Ms. Evelyn Seinfeld
Director, Department of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Labor Management Meetings

Dear Ms. Seinfeld:

This letter will continue the understanding that the parties reached during the negotiation of a prior collective bargaining agreement between the New York City School Construction Authority ("SCA") and DC 37 covering employees in Unit B, concerning the scheduling of labor management meetings to cover the following issues: promotional guarantees; alternate work schedules; parking permits; contracting out; a dedicated sick leave program; career path; telecommuting, child care issues, vacation schedules, and confinement leave.

Sincerely,

Lorraine Grillo

Lorraine Grillo
President & CEO

30-30 Thomson Avenue
Long Island City, NY 11101
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SCA
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Lorraine Grillo
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December 3, 2014

Ms. Evelyn Seinfeld
Director, Department of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Arbitration Panel

Dear Ms. Seinfeld:

This letter will continue the understanding that the parties reached during the negotiation of a prior collective bargaining agreement between the New York City School Construction Authority ("SCA") and DC 37 covering employees in Unit B concerning the composition of the arbitration panel pursuant to Article XXI, Section 3.

The SCA and DC 37 agreed to the following panel of arbitrators:

Susan McKenzie
Howard Edelman
Robert T. Simmelkjaer
Jay Nadelbach
Jacqueline Drucker

Sincerely,

Lorraine Grillo

Lorraine Grillo
President & CEO

30-30 Thomson Avenue
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Lorraine Grillo
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lgrillo@nycsca.org

December 3, 2014

Ms. Evelyn Seinfeld
Director, Department of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Disciplinary Procedures

Dear Ms. Seinfeld:

This letter will continue the understanding that the parties reached during the negotiation of a prior collective bargaining agreement between the New York City School Construction Authority ("SCA") and DC 37 covering employees in Unit B concerning disciplinary procedures. The parties agreed to jointly review the efficacy of the existing disciplinary procedures during the term of the collective bargaining agreement.

Sincerely,

Lorraine Grillo
President & CEO

30-30 Thomson Avenue
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Lorraine Grillo
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December 3, 2014

Ms. Evelyn Seinfeld
Director, Department of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Pension Issues

Dear Ms. Seinfeld:

This letter will memorialize the understanding that the parties reached during the negotiation of a prior collective bargaining agreement between the New York City School Construction Authority ("SCA") and DC 37 covering employees in Unit B, that the parties agree to follow all agreements or discussion between the City of New York and unions representing its unionized employees with respect to pension issues.

Sincerely,

Lorraine Grillo
President & CEO

30-30 Thomson Avenue
Long Island City, NY 11101
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Lorraine Grillo
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lgrillo@nycsca.org

December 3, 2014

Ms. Evelyn Seinfeld
Director, Department of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Hard-to-Recruit Titles

Dear Ms. Seinfeld:

This letter will memorialize the understanding that the parties reached during the negotiation of a prior collective bargaining agreement between the New York City School Construction Authority ("SCA") and DC 37 covering employees in Unit B, that the Authority agrees to consider partially or fully waiving the new hire rates of salary provided by Section 2(b), Article VII of this Agreement for any applicable hard-to-recruit titles, consistent with agreements between the City of New York and DC 37.

Sincerely,

Lorraine Grillo
President & CEO

30-30 Thomson Avenue
Long Island City, NY 11101
718 472 8003 T
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SCA
School Construction Authority

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Department of Education

Lorraine Grillo
President & CEO

lgrillo@nycsca.org

December 3, 2014

Ms. Evelyn Seinfeld
Director, Department of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Additional Compensation Fund

Dear Ms. Seinfeld:

This letter will memorialize the understanding that the parties reached during the negotiation of this collective bargaining agreement between the New York City School Construction Authority ("SCA") and DC 37 covering employees in Unit B, with respect to the additional compensation fund.

The SCA and DC 37 agree that, effective March 3, 2017, an additional compensation fund not to exceed 0.52% will be made available to covered employees to purchase recurring benefits, to be applied in a manner mutually agreed to by the parties and consistent with Agreements between the City of New York and unions representing unionized employees; provided, however, that such funds may not be used to enhance the general wage increases or reduced hiring rates for new employees set forth in Article VII, Section 2 of this collective bargaining agreement. The funds to be made available shall be based on December 31, 2011 payroll, including spin offs and pensions.

A discussed during negotiations, potential items to cost and consider for purchase are:

- purchase of a floating holiday for employees hired on or after July 1, 2004;
- increase to existing longevity payments or an additional date-driven longevity;
- creation of an annuity;
- creation of levels for specific SCA existing titles.

The final general wage increase as stated in Article VII, Section 1(f) shall not be paid unless and until these additional compensation fund negotiations are completed by the SCA and DC 37.

Sincerely,

Lorraine Grillo
President & CEO

30-30 Thomson Avenue
Long Island City, NY 11101
718 472 8003 T
718 472 8009 F

SCA
School Construction Authority

NYC
Department of Education

Lorraine Grillo
President & CEO

lgrillo@nycsca.org

December 3, 2014

Ms. Evelyn Seinfeld
Director, Department of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Sick Leave Donation Program

Dear Ms. Seinfeld:

This letter will memorialize the understanding that the parties reached during the negotiation of this collective bargaining agreement between the New York City School Construction Authority ("SCA") and DC 37 covering employees in Unit B, with respect to the creation of a sick leave donation program.

The SCA and DC 37 agree to schedule labor management meetings to discuss a dedicated sick leave program that would involve the creation of a centralized bank from which employees may benefit.

Sincerely,

Lorraine Grillo
President & CEO

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NYC
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December 3, 2014

Ms. Evelyn Seinfeld
Director, Department of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Gainsharing

Dear Ms. Seinfeld:

This letter will memorialize the understanding that the parties reached during the negotiation of this collective bargaining agreement between the New York City School Construction Authority ("SCA") and DC 37 covering employees in Unit B, with respect to gainsharing.

The SCA and DC 37 agree that, consistent with the agreement with the City of New York and DC 37, the SCA will adopt the City's language on gainsharing, if established.

Sincerely,

Lorraine Grillo
President & CEO

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NEW YORK CITY SCHOOL
CONSTRUCTION AUTHORITY

CIVIL SERVICE TRANSITIONAL ISSUES

December 8, 2004

Mr. Frank Burns
District Council 37, AFSCME, AFL-CIO
125 Barclay Street
New York, N.Y. 10007

Re: Civil Service Transitional Issues

Dear Mr. Burns:

This letter will continue the understanding that the parties reached during the negotiation of this collective bargaining agreement between the New York City School Construction Authority ("AUTHORITY") and DC 37 covering employees in Unit B concerning provisions for the implementation of civil service law with respect to layoffs, and the applicability of disciplinary procedures.

In recognition that the AUTHORITY is in a period of transition toward a system of filling positions where appropriate, through competitive civil service examinations and that many long-term employees currently serve in their positions only provisionally, the parties have agreed that the following provisions will apply during the transition period to employees who are on the payroll on the date of execution of this Agreement, with respect to each title or position in Unit B covered by the collective bargaining agreement.

These provisions shall be effective from the date of the execution of the collective bargaining agreement until such time as initial competitive examinations have been given and appointments have been made for each respective title. The provisions of this side letter shall be subject to review by the parties at the request of either party upon the reopening or expiration of the collective bargaining agreement.

Layoffs
Layoffs will be administered in accordance with New York State Civil Service Law, the Public Authorities Law Section 1737, and shall be subject to the

provisions of Article XVIII of the collective bargaining agreement. However, where positions are abolished or reduced prior to the date that initial examinations have been given and permanent appointments are made with respect to any title or position in Unit B covered by the collective bargaining agreement, incumbents holding the same or similar positions who are serving in their positions only provisionally shall be suspended or demoted, as the case may be, prior to the suspension or demotion of any incumbents who are serving in their positions permanently. Additionally, incumbents serving in positions provisionally shall be suspended or demoted, as the case may be, in inverse order of seniority measured from their first date of employment with the AUTHORITY.

Once initial examinations have been given and permanent appointments are made in a particular title, any necessary abolition or reduction in positions will be administered according to Civil Service Law and the Public Authorities Law.

A union-management committee shall be established to review and resolve technical problems concerning procedures, consistent with applicable law, which may be utilized if layoffs occur.

Disciplinary Procedures

Employees who have been appointed to a position from a civil service list and who have already served in the same title for 12 months at the time of their appointment will, upon appointment from the list, be subject to a probationary period, as provided in the SCA Civil Service Rules; however, such employees have the right to utilize disciplinary due process rights provided by Section 4, Article XX of this Agreement.

In addition, employees who have served in a particular title provisionally for more than one year but less than two years at the time of the execution of the collective bargaining agreement shall have the right to utilize the disciplinary due process rights provided by Section 4, Article XX of this Agreement.

The transitional layoff procedures, including the calculation of seniority, and disciplinary due process rights described above do not apply to the removal of provisionals as a result of action of a civil service list. Once an exam has been given, these transitional layoff procedures including the calculation of seniority and disciplinary due process rights expire and do not carry over to any subsequent provisional appointment either in the same or another title.

Sincerely,

William H. Goldstein
President & CEO

New York City School Construction Authority

Unit B Title Minimum Schedule

NYC SCA/DC 37 Unit B Collective Bargaining Agreement 03/03/2010 - 07/02/2017

SCA Title	Title Code	Local	Dues Amount	Org Code	Incumbent Rate	Hiring Rate	Incumbent Rate	Hiring Rate	Incumbent Rate	Hiring Rate	Incumbent Rate	Hiring Rate	Incumbent Rate	Hiring Rate	Incumbent Rate	Hiring Rate
					1.00%		1.00%		1.00%		1.50%		2.50%		3.00%	
					09/03/11		09/03/12		09/03/13		09/03/14		09/03/15		09/03/16	
Administrative Services Technician	SC477	1251	$ 25.00	JA	$ 41,344	$ 35,951	$ 41,757	$ 36,310	$ 42,175	$ 36,674	$ 42,808	$ 37,224	$ 43,878	$ 38,155	$ 45,194	$ 39,299
Administrative Technician	SC452	1251	$ 25.00	JA	$ 46,801	$ 40,697	$ 47,269	$ 41,103	$ 47,742	$ 41,515	$ 48,458	$ 42,137	$ 49,669	$ 43,190	$ 51,159	$ 44,486
Assistant Contract Specialist A	SC405	154	$ 27.00	AG	$ 37,294	$ 32,430	$ 37,667	$ 32,754	$ 38,044	$ 33,082	$ 38,615	$ 33,578	$ 39,580	$ 34,417	$ 40,767	$ 35,450
Assistant Contract Specialist B	SC459	154	$ 27.00	AG	$ 40,535	$ 35,248	$ 40,940	$ 35,600	$ 41,349	$ 35,956	$ 41,969	$ 36,495	$ 43,018	$ 37,407	$ 44,309	$ 38,530
Assistant Contract Specialist C	SC460	154	$ 27.00	AG	$ 48,642	$ 42,297	$ 49,128	$ 42,720	$ 49,619	$ 43,147	$ 50,363	$ 43,794	$ 51,622	$ 44,889	$ 53,171	$ 46,236
Certification Associate A	SC402	154	$ 27.00	AG	$ 52,383	$ 45,550	$ 52,907	$ 46,006	$ 53,436	$ 46,466	$ 54,238	$ 47,163	$ 55,594	$ 48,343	$ 57,262	$ 49,793
Certification Associate B	SC461	154	$ 27.00	AG	$ 56,012	$ 48,706	$ 56,572	$ 49,193	$ 57,138	$ 49,685	$ 57,995	$ 50,430	$ 59,445	$ 51,691	$ 61,228	$ 53,242
Computer Assistant	SC487	2627	$ 23.08	TB	$ 45,359	$ 39,443	$ 45,813	$ 39,837	$ 46,271	$ 40,236	$ 46,965	$ 40,839	$ 48,139	$ 41,860	$ 49,583	$ 43,116
Coordinator Legal & Insurance Services	SC470	154	$ 27.00	AG	$ 56,951	$ 49,523	$ 57,521	$ 50,018	$ 58,096	$ 50,518	$ 58,967	$ 51,276	$ 60,441	$ 52,557	$ 62,254	$ 54,134
F&E Inspector	SC475	154	$ 27.00	AG	$ 56,351	$ 49,001	$ 56,915	$ 49,491	$ 57,484	$ 49,986	$ 58,346	$ 50,736	$ 59,805	$ 52,004	$ 61,599	$ 53,564
F&E Specialist	SC474	154	$ 27.00	AG	$ 66,009	$ 57,399	$ 66,669	$ 57,973	$ 67,336	$ 58,553	$ 68,346	$ 59,431	$ 70,055	$ 60,917	$ 72,157	$ 62,745
Facilities Management Technician	SC478	1251	$ 25.00	JA	$ 56,748	$ 49,346	$ 57,315	$ 49,839	$ 57,888	$ 50,337	$ 58,756	$ 51,092	$ 60,225	$ 52,370	$ 62,032	$ 53,941
Finance Specialist A	SC410	1407	$ 26.50	UC	$ 59,989	$ 52,164	$ 60,589	$ 52,686	$ 61,195	$ 53,213	$ 62,113	$ 54,011	$ 63,666	$ 55,362	$ 65,576	$ 57,023
Finance Specialist B	SC411	1407	$ 26.50	UC	$ 69,718	$ 60,624	$ 70,415	$ 61,230	$ 71,119	$ 61,843	$ 72,186	$ 62,770	$ 73,991	$ 64,340	$ 76,211	$ 66,270
Graphic Arts Coordinator	SC485	1251	$ 25.00	JA	$ 72,415	$ 62,970	$ 73,139	$ 63,599	$ 73,870	$ 64,235	$ 74,978	$ 65,198	$ 76,852	$ 66,828	$ 79,158	$ 68,833
Management Specialist	SC419	1407	$ 26.50	UC	$ 54,985	$ 47,813	$ 55,535	$ 48,291	$ 56,090	$ 48,774	$ 56,931	$ 49,505	$ 58,354	$ 50,743	$ 60,105	$ 52,265
Network Technician	SC458	2627	$ 23.08	TB	$ 61,154	$ 53,177	$ 61,766	$ 53,710	$ 62,384	$ 54,247	$ 63,320	$ 55,061	$ 64,903	$ 56,437	$ 66,850	$ 58,130
Paralegal	SC422	1251	$ 25.00	JA	$ 52,423	$ 45,585	$ 52,947	$ 46,041	$ 53,476	$ 46,501	$ 54,278	$ 47,198	$ 55,635	$ 48,378	$ 57,304	$ 49,830
Principal Research Specialist	SC465	154	$ 27.00	AG	$ 73,696	$ 64,083	$ 74,433	$ 64,724	$ 75,177	$ 65,371	$ 76,305	$ 66,352	$ 78,213	$ 68,011	$ 80,559	$ 70,051
Public Information Specialist A	SC429	375	$ 23.30	F2	$ 54,985	$ 47,813	$ 55,535	$ 48,291	$ 56,090	$ 48,774	$ 56,931	$ 49,505	$ 58,354	$ 50,743	$ 60,105	$ 52,265
Public Information Specialist B	SC430	375	$ 25.30	F4	$ 65,066	$ 56,579	$ 65,717	$ 57,145	$ 66,374	$ 57,717	$ 67,370	$ 58,583	$ 69,054	$ 60,047	$ 71,126	$ 61,849
Purchasing Specialist	SC431	1407	$ 26.50	UC	$ 54,985	$ 47,813	$ 55,535	$ 48,291	$ 56,090	$ 48,774	$ 56,931	$ 49,505	$ 58,354	$ 50,743	$ 60,105	$ 52,265
Scope Development Specialist	SC436	2627	$ 23.08	TB	$ 72,415	$ 62,970	$ 73,139	$ 63,599	$ 73,870	$ 64,235	$ 74,978	$ 65,198	$ 76,852	$ 66,828	$ 79,158	$ 68,833
Security Specialist	SC481	1251	$ 25.00	JA	$ 48,642	$ 42,297	$ 49,128	$ 42,720	$ 49,619	$ 43,147	$ 50,363	$ 43,794	$ 51,622	$ 44,889	$ 53,171	$ 46,236
Senior Auditor	SC484	1407	$ 26.50	UC	$ 65,743	$ 57,168	$ 66,400	$ 57,739	$ 67,064	$ 58,317	$ 68,070	$ 59,191	$ 69,772	$ 60,671	$ 71,865	$ 62,491
Senior Finance Specialist	SC486	1407	$ 26.50	UC	$ 75,004	$ 65,221	$ 75,754	$ 65,873	$ 76,512	$ 66,532	$ 77,660	$ 67,530	$ 79,602	$ 69,219	$ 81,990	$ 71,296
Senior Network Technician	SC437	2627	$ 23.08	TB	$ 67,807	$ 58,963	$ 68,485	$ 59,552	$ 69,170	$ 60,148	$ 70,208	$ 61,050	$ 71,963	$ 62,577	$ 74,122	$ 64,454
Senior Purchasing Specialist	SC455	1407	$ 26.50	UC	$ 66,009	$ 57,399	$ 66,669	$ 57,973	$ 67,336	$ 58,553	$ 68,346	$ 59,431	$ 70,055	$ 60,917	$ 72,157	$ 62,745
Senior Telecom & Systems Op Specialist	SC471	2627	$ 23.08	TB	$ 78,567	$ 68,319	$ 79,353	$ 69,003	$ 80,147	$ 69,693	$ 81,349	$ 70,738	$ 83,383	$ 72,507	$ 85,884	$ 74,682
Site Acquisition Specialist	SC439	375	$ 23.30	F2	$ 60,710	$ 52,791	$ 61,317	$ 53,319	$ 61,930	$ 53,852	$ 62,859	$ 54,660	$ 64,430	$ 56,026	$ 66,363	$ 57,707
Specifier, F& E	SC476	154	$ 27.00	AG	$ 55,582	$ 48,332	$ 56,138	$ 48,816	$ 56,699	$ 49,303	$ 57,549	$ 50,043	$ 58,988	$ 51,294	$ 60,758	$ 52,833
Staff Support A	SC443	1251	$ 25.00	JA	$ 26,182	$ 22,767	$ 26,444	$ 22,995	$ 26,708	$ 23,224	$ 27,109	$ 23,573	$ 27,787	$ 24,163	$ 28,621	$ 24,888
Staff Support B	SC444	1251	$ 25.00	JA	$ 34,746	$ 30,214	$ 35,093	$ 30,516	$ 35,444	$ 30,821	$ 35,976	$ 31,283	$ 36,875	$ 32,065	$ 37,981	$ 33,027
Systems Specialist	SC424	2627	$ 23.08	TB	$ 54,985	$ 47,813	$ 55,535	$ 48,291	$ 56,090	$ 48,774	$ 56,931	$ 49,505	$ 58,354	$ 50,743	$ 60,105	$ 52,265
Telecom & Systems Op Specialist	SC448	2627	$ 23.08	TB	$ 73,696	$ 64,083	$ 74,433	$ 64,724	$ 75,177	$ 65,371	$ 76,305	$ 66,352	$ 78,213	$ 68,011	$ 80,559	$ 70,051
5 year Longevity					$ 920		$ 929		$ 938		$ 952		$ 976		$ 1,005	
10 year Longevity (inclusive of 5 year longevity)					$ 1,838		$ 1,856		$ 1,875		$ 1,903		$ 1,951		$ 2,010	