

**AGREEMENT**

between

**THE NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY**

**AND**

**LOCAL 1180 COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

**COVERING**

**October 26, 2008 – OCTOBER 25, 2010**

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## AGREEMENT

This Agreement made and entered into by and between the New York City School Construction Authority, a public benefit corporation, having an address at 30-30 Thomson Avenue, Long Island City, New York 11101, hereinafter referred to as the "AUTHORITY" and Local 1180, Communications Workers of America, AFL-CIO, having an address at 6 Harrison Street, New York, New York 10013, hereinafter referred to as the "UNION".

### WITNESSETH THAT

WHEREAS, the AUTHORITY has voluntarily endorsed the practices and procedures of collective bargaining as a peaceful, fair and orderly way of conducting its relations with its employees, insofar as such practices and procedures are appropriate to the special functions and obligations of the AUTHORITY, and are permitted by law; 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 of the parties hereto to enter into this Agreement which shall subsume all previous understandings and shall set forth herein the agreements which have been reached between the parties 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 and exclusive collective bargaining representative for the bargaining unit set forth in Appendix "A" (which is attached hereto and made a part hereof), consisting of employees of the AUTHORITY, wherever employed, whether full time or part time in the listed titles in Appendix "A" and in any successor title(s); and

WHEREAS, this Agreement 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;

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 - UNION RECOGNITION

- A. The AUTHORITY recognizes the UNION as the sole and 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 listed titles in Appendix "A" and in any successor title(s). The AUTHORITY also voluntarily recognizes the UNION as the sole and exclusive collective bargaining representative for those employees of the AUTHORITY assigned to any other new titles it establishes which have a community of interest with titles represented by the UNION at the New York

City Board of Education or at the City of New York on the date of the establishment of the AUTHORITY,

- B. Nothing in this Agreement shall be construed to 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.

## **ARTICLE II - CHECK-OFF AND AGENCY SHOP**

A. **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 for the deduction of their dues in behalf of the UNION.

B. **Agency Shop**

The AUTHORITY and the UNION agree to an agency shop to the extent permitted by applicable law, pursuant to a separate agreement between the AUTHORITY and the UNION.

C. **Dues Check-Off and Agency Fee Information**

The AUTHORITY shall provide monthly to the UNION a complete and up-to-date list of all employees in the unit who have properly executed written authorization for the deduction of dues in behalf of the UNION. The AUTHORITY shall also furnish to the UNION such other reasonably available information as may be necessary to the UNION for maintaining appropriate records. The AUTHORITY and the UNION agree that the payment of the gross amount of dues and agency fees as provided herein will constitute full and complete payment to the UNION on account of all employees covered by this Agreement during any such period, and neither party shall have any right or claim against each other for any underpayment or overpayment of the dues or agency fees paid by those covered employees.

D. **Check-Off for Political Purposes**

1. Local 1180, C.W.A., which has elected to participate in a separate segregated fund established pursuant to applicable law, including Title 1 USC, Section 441 b, to receive contributions to be used for the support of candidates for federal office, shall have the exclusive right in conformance with applicable law to the check-off for such political purposes, pursuant to a separate agreement between the AUTHORITY and the UNION.
2. 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.
3. 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 III - HOURS OF WORK AND WORK WEEK**

- A. The regular workweek for employees shall be from 8:30 a.m. to 5:00 p.m., Monday through Friday, including a one-hour meal period. Normal working hours in a regular work week shall be seven and one-half hours per day and thirty-seven and one-half hours per week.

- B. Where operational needs dictate, the regular work week and work day established pursuant to this Article may be modified by the AUTHORITY, provided that the regular Monday through Friday work week cannot be changed to incorporate Saturday and/or Sunday into the schedule, except in an emergency or with the consent of the employees affected.

#### **ARTICLE IV - SICK LEAVE**

- A. 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 October 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 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 fifteen (15) calendar days in the month
1. Employees working 20 hours or more but less than 37.5 hours per week will accrue sick leave on a pro rata basis.
  2. 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.
- B. It is the responsibility of each employee requesting paid sick leave to notify their Division Director or designee.
1. 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.
  2. 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.
  3. 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.
- C. 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.
- D.
1. 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.
  2. The provisions of subparagraph (1) 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 October 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.

3. Employees may use one (1) day per year from their sick leave balances for the care of an ill family member. 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.
- E. 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.
1. 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 data recorded on the application and forward the application with his/her approval or disapproval indicated thereon to the AUTHORITY.
  2. An employee having ten (10) years of service at the AUTHORITY including uninterrupted equivalent length of service with the City and/or State of New York, its agencies, boards, public benefit corporations and/or authorities 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.
  3. 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.
  4. 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 such medical information and recommendations as it deems necessary to exercise properly its discretion.
  5. 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.
  6. The AUTHORITY will not exercise its discretion in these matters in an arbitrary and/or capricious manner.
  7. 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. To the extent that the SCA's leave policies permit more time off for employees, such policies shall prevail.
- F. Employees hired on or after October 1, 2004, who upon separation from the AUTHORITY, with ten or more years of combined and continuous SCA, NYC/NYS service, will be paid for accumulated sick leave on the basis of one day of sick leave for each three days. The maximum allowable paid sick leave shall not exceed 100 work days.

**ARTICLE V - ANNUAL LEAVE AND MATERNITY/CHILD CARE**

- A. A combined vacation, personal business and religious holiday leave allowance known as "annual leave allowance" shall be established.
- B. The accrual rate for the annual leave allowance 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 first year	1 day per month after the first two months	10 work days
At the beginning of the employee's second year	1 day per month plus one additional day at the end of the leave year	13 work days
At the beginning of the employee's fourth year	1 1/4 days per month	15 work days
At the beginning of the employee's fifth year	1 2/3 days per month	20 work days
At the beginning of the employee's eighth year	2 days per month plus 1 additional day at the end of the leave year	25 work days

For employees hired on or after October 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 first year	1 day per month after the first two months	10 work days
At the beginning of the employee's second year	1 day per month plus one additional day at the end of the leave year	13 work days
At the beginning of the employee's fourth year	1 1/4 days per month	15 work days
At the beginning of the employee's fifth year	1 1/4 days per month plus one additional day at the end of the fifth year	16 work days

At the beginning of the employee's sixth year	1 1/4 days per month plus two additional days at the end of the sixth year	17 work days
At the beginning of the employee's seventh year	1 1/4 days per month plus three additional days at the end of the seventh year	18 work days
At the beginning of the employee's eighth year	1 1/4 days per month plus four additional days at the end of the eighth year	19 work days
At the beginning of the employee's ninth year	1 2/3 days per month.	20 work days
At the beginning of the employee's tenth year	1 2/3 days per month plus one additional day at the end of the tenth year	21 work days
At the beginning of the employee's eleventh year	1 2/3 days per month plus two additional days at the end of the eleventh year	22 work days
At the beginning of the employee's twelfth year	1 2/3 days per month plus three additional days at the end of the twelfth year	23 work days
At the beginning of the employee's thirteenth year	2 days per month	24 work days
At the beginning of the employee's fourteenth year	2 days per month plus 1 additional day at the end of the leave year	25 work days

1. Employees recruited from NYC or NYS agencies will accrue annual leave at a rate equal to the number of days earned in their immediate prior employment. However, such prior employment must have been continuous in duration, without a break in service of one year or more.
  2. Employees working 20 hours or more but less than 37 1/2 hours per week will accrue annual leave on a pro-rated basis.
- C. In order for an employee to be credited with annual leave in any month, the employee must be on full pay status for at least fifteen (15) calendar days in the month. Employees will be eligible to take paid vacation after four months employment with the AUTHORITY, except for religious observance which may be taken earlier.



- D. An employee should endeavor to schedule annual leave at the convenience of the AUTHORITY. Annual leave requested in excess of ten days will be granted only if, in the opinion of the employee's supervisor, the operation of the AUTHORITY will not be adversely affected by approving the leave.
- E. 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.
- F. In the event of an emergency as determined by the AUTHORITY, the Division Director may cancel and reschedule any or all approved vacation leaves in advance of the leave being taken.
- G. 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.
- H. An employee's annual leave allowance will be charged for any vacation, personal business or religious holiday leave.
- I. Employees are entitled to a 12-week maternity leave. The first 8 weeks shall be chargeable to sick leave and the 4 remaining 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.
- J. 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.
- K. The annual leave accrual year will run from January 1 through December 31 of each year.
- L. Employees may carry over from one year to the next, unused annual leave equal to one year of their accrual rate.
- M. 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 the 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 Vice President, Administration, in situations where a workload emergency prevents the employee from being able to take a scheduled vacation. Such permission shall not be unreasonably denied. To illustrate the workings of this paragraph, for example, an employee who earns 25 days per year and has a balance of 45 days on December 31st 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.
- N. 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.
- O. The AUTHORITY will send to all members of this unit a written reminder by no later than September 30th of each calendar year of this contract, for each employee to review time accrued during that calendar year.

## **ARTICLE VI - BEREAVEMENT LEAVE**

- A. 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.
- B. 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.
- C. 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 VII - SALARY, TITLES AND PROMOTIONAL GUARANTEE**

- A. Attached hereto and made a part hereof is Appendix A, which includes titles, minimum salaries and promotional guarantees for employees covered by this Agreement.
- B. No employee promoted from a lower title to a higher title shall receive an increase which is less than the promotional guarantee, as set forth in Appendix A.

## **ARTICLE VIII - SALARY INCREASE**

- A. General Wage Increases
  - 1. Effective October 26, 2008, eligible employees shall receive a general increase of four percent (4%). Such increases shall apply only to employees in title on October 25, 2008 and shall be computed on the base salary rate paid to employees on October 25, 2008.
  - 2. Effective October 26, 2009, eligible employees shall receive a general increase of four percent (4%). Such increases shall apply only to employees in title on October 25, 2009, and shall be computed on the base salary rate paid to employees on October 25, 2009.
  - 3. The general increases provided for in items (1) and (2) shall be applied to the applicable salary minimums for the titles as described in Appendix A. In cases where a title was created during the term of the contract, or where the salary minimum for a title was increased during the term of the contract, only the applicable percentage increase shall be applied.
  - 4. Notwithstanding the provisions set forth in paragraph A, items (1) and (2) above, the appointment rate for any employee newly hired on or after October 1, 2004 shall be 15.00% 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 October 1, 2004 shall be paid the applicable minimum that is in effect on the two-year anniversary of their original date of appointment.
  - 5. Effective October 25, 2010, the Union shall have available funds not to exceed ten one-hundredths percent (0.10%) to purchase recurring benefits, 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 set forth in paragraph A, items (1) and (2) above or the hiring rate for new employees set forth in paragraph A, item (4) above. The funds available shall be based on the December 31, 2007 payroll, including spin offs and pensions.

B. Title Minimums

Attached hereto and made part hereof is Appendix A which includes titles and applicable salary minimums for employees covered by this Agreement.

C. Longevity

The longevity payment remains at \$ 699. This longevity increase will be added to the employee's salary on his/her fifth anniversary at the SCA.

The additional longevity payment remains at \$ 750 and will be added to an employee's salary on his/her tenth anniversary at the SCA.

### ARTICLE IX - OVERTIME

- A. The AUTHORITY will pay its employees overtime in accordance with the Fair Labor Standards Act. The provisions of this Article IX shall apply only to such overtime performed in excess of an employee's regular work week as defined in Article III, and which has been properly directed and authorized in advance in accordance with the AUTHORITY policy and procedure.
- B. An employee whose regular work week is thirty-seven and one-half (37.5) hours shall be paid the basic hourly rate for overtime worked in excess of thirty-seven and one-half (37.5) hours but less than forty (40) hours during a work week.
- C. An employee who works over forty (40) hours during a work week will be paid one and one-half (1.5) times the employee's regular hourly wage for the period of time worked in excess of forty (40) hours.
- D. An employee who works on one or more of the ten paid holidays (as described in Article X, paragraph A below) will be paid one and one-half (1.5) times their regular salary, plus straight time for the number of hours worked on that day(s).
- E. An employee directed by the AUTHORITY to work on a scheduled day off will be paid a minimum of four hours for the day.
- F. There shall be no rescheduling of tours to avoid the payment of overtime compensation.

### ARTICLE X - HOLIDAYS

- A. The following are designated paid holidays for all eligible employees:
- |                                |                     |
|--------------------------------|---------------------|
| 1. New Year's Day              | 6. Labor Day        |
| 2. Martin Luther King, Jr. Day | 7. Columbus Day     |
| 3. President's Day             | 8. Veteran's Day    |
| 4. Memorial Day                | 9. Thanksgiving Day |
| 5. Independence Day            | 10. Christmas Day   |

- B. An employee required by the AUTHORITY to work on any of these holidays, will be paid pursuant to the provisions set forth in Article IX paragraph D above.
- C. 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.
- D. 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.
- E. Effective 04/01/92 and on every subsequent October 1st and April 1st, one (1) discretionary holiday will accrue to an employee in title on said date. Employees hired on or after October 1, 2004 will accrue one (1) discretionary holiday per year every April 1st.
- F. 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 V, paragraph M.

#### ARTICLE XI - GRIEVANCE ARBITRATION

- A. Definition: the term "grievance" shall mean:
  - 1. a dispute concerning a claimed violation of, or the application or interpretation of the express terms of this agreement and those documents expressly incorporated therein;
  - 2. a claimed assignment of an employee to duties substantially different from those stated in his/her job description;
  - 3. a claimed wrongful disciplinary action taken against an employee covered by this Agreement;
  - 4. a claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the AUTHORITY affecting terms and conditions of employment.
- B. The grievance procedure, except for grievances as defined in paragraph A (3) of this Article shall be as follows:
  - 1. 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.
  - 2. All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in paragraph A (2) of this Article, 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.
  - 3. 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 or when the UNION or employee became aware or should have become aware of the grievance. 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.

4. 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.
5. 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
6. 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 AUTHORITY 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 born equally by the UNION and the AUTHORITY. Adequate notice of the issue(s) to be arbitrated shall be given by the party requesting arbitration.

### C. Arbitration

1. The AUTHORITY and the UNION hereby agree to the establishment of a panel of five (5) permanent arbitrators for the purpose of this agreement. In the event of withdrawal or permanent unavailability of an arbitrator, the parties shall meet and agree upon a replacement. By mutual agreement of the parties, any of the arbitrators may be replaced. 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 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.
2. 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 New York State Employment Relations Board Arbitration Panel for resolution. If the New York State Employment Relations Board is unable to hear the dispute, the matter shall be referred to the American Arbitration Association.
3. Any party wishing for a stenographic record shall make arrangements directly with a stenographer and shall notify the other parties of such arrangement 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.
4. The arbitrator shall act in a judicial, not legislative capacity and shall be without power or authority to recommend to amend, modify, mollify, 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. The arbitrator 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 the arbitrator. 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, the arbitrator 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 or her Opinion and Award to the Senior Director of Human Resources and the UNION. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of this agreement to the facts of the grievance presented.

5. A decision rendered consistent with the terms of this agreement shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules.

D. Disciplinary Action

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

1. Step I - following the service of written charges upon an employee and a copy to the UNION, 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.
2. Step II - If the employee is not satisfied with the decision in Step I above, he/she 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 Paragraph B(4) of this Article.

E. Pre-hearing suspension pending the hearing and determination of charges at the Step II level:

1. An employee may be suspended from duty without pay only when the President or designee has reason to believe 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.
2. 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.

- F. 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.

- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

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**ARTICLE XII - LABOR MANAGEMENT COMMITTEE FOR  
NON-CONTRACTUAL DISPUTES**

- A. The Labor Management Committee for non-contractual disputes shall consist of two (2) representatives of the AUTHORITY, of whom at least one (1) is from the Human Resources Division of the AUTHORITY and two (2) representatives from the UNION. A Committee meeting shall convene within ten (10) working days after the receipt of a written request for a meeting from one party to the other that it wishes to have a Committee meeting.
- B. The purpose of the Committee shall be to discuss specific non-contractual disputes relating to allegations of discriminatory supervisory practices and/or dispute work assignments or working conditions not covered by the Grievance Arbitration provision of this agreement.
- C. The Committee's recommendations shall be advisory only, and shall not be binding upon the AUTHORITY. Nothing said in the committee meetings may be used in evidence in any court action, administrative proceeding, arbitration, or any similar proceeding, whether between the AUTHORITY and the UNION or any unit members.
- D. Neither the Committee's recommendation, nor any claimed violation of this article shall be subject to the Grievance Arbitration provisions of this agreement.

### **ARTICLE XIII - SECTIONS 71, 72 AND 73**

With respect to Sections 71, 72 and 73 of the Civil Service Law, the AUTHORITY agrees to be subject to said sections and develop consistent policies or procedures to provide these rights to employees governed by this Agreement. Said policies or procedures shall also be consistent with the AUTHORITY's enabling legislation.

### **ARTICLE XIV - HEALTH INSURANCE**

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 Local 1180. Modifications made by the City of New York with its employee unions will be honored by the AUTHORITY. This arrangement will continue until such time as this arrangement is modified through bargaining by Local 1180 and the AUTHORITY.

### **ARTICLE XV - SECURITY BENEFITS FUNDS**

- A.
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 purposes 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.
  2. Effective September 6, 2008, there is an increase in the SCA's contribution to the Union-administered Welfare Fund of \$35.00 dollars per year. This payment shall be made on behalf of each full time per annum employee and retiree. The parties agree to be bound and governed by the terms of the applicable Municipal Labor Committee Health Benefits Agreement.
  3. Effective April 6, 2007, the AUTHORITY shall make a one-time payment of \$166.67 on behalf of each full-time per annum employee or retiree who is receiving welfare benefits on April 6, 2007. Such payment shall be made to the applicable welfare funds of eligible employees.
- B.
- For each part time per annum, hourly, per diem, per session, and seasonal employee covered by this agreement who works on a regular basis at least 20 hours per week and who is covered by the Communications Workers of America, Local 1180 Security Benefits Fund (Welfare Fund), the AUTHORITY shall contribute to the Welfare Fund, subject to a separate agreement between the AUTHORITY and the UNION, an amount commensurate with such amount actually paid by the City of New York per each part time per annum, hourly, per diem, per session, and seasonal employee covered by the Local 1180 Security Benefits Fund.
- C.
- An employee who is or who becomes separated from service and who was covered by the Welfare Fund at the time of such separation, pursuant to a separate agreement between the AUTHORITY and the UNION, 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 New York City Health Insurance Program and are entitled to benefits paid for by the AUTHORITY through such Program or are retirees of the New York City Employee's Retirement System or the Board of Education Retirement System, and who have completed at least five (5) years of credited service with either the New York City Employee's Retirement System or the Board of Education Retirement System as required by the Consolidated Omnibus Benefits Reconciliation Act of 1990, as amended (COBRA).
- D.
- Benefits provided will be consistent with those provided other covered employees of



the City of New York by the Welfare Fund. The UNION shall make every reasonable effort to publicize and disseminate to all employees covered under the Communications Workers of America Local 1180 Security Benefits Fund, whether members of the UNION or not, full and complete information concerning the provisions thereof, including but not limited to, the following matters:

1. Benefits provided and eligibility requirements.
2. Procedures including the filing of Applications,
3. Where and when information may be obtained concerning such benefits.

Local 1180 shall furnish information and applications readily and expeditiously to all covered employees on an equal basis.

- E. The UNION may, pursuant to a separate agreement between the AUTHORITY and the UNION, utilize a portion of its welfare fund contributions to provide pre-paid legal services for employees.
- F. Training trust funds and welfare funds shall be audited by a certified public accountant to be selected by the trustees of such fund and at the expense of the respective fund. The results of such audits shall be submitted promptly to the Comptroller of the City of New York and the AUTHORITY and such funds shall be subject to further audit by the Comptroller.
- G. In lieu of the annual report to the Comptroller and the AUTHORITY required by the separate Welfare Fund agreement between the AUTHORITY and the UNION, the Welfare Fund may submit a copy of its ERISA filing.
- H. Where 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 City Health Insurance coverage for the period of the suspension.

#### **ARTICLE XVI - EDUCATION FUND**

A training fund contribution at the rate of \$25 per annum shall be made to the Communications Workers of America, Local 1180 Education Trust Fund on behalf of each eligible full time per annum employee, pursuant to a separate agreement between the AUTHORITY and the UNION relating to the operations of such Fund.

#### **ARTICLE XVII - UNION RIGHTS**

- A. 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.
- B. 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.
- C. 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.

- D. No employees 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.
- E. 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.

#### **ARTICLE XVIII - PENSION AND RETIREMENT BENEFITS**

An employee who in the immediate previous employment was covered under the New York City's pension plan and who without break in service, becomes an AUTHORITY employee, may elect either to remain with the City's pension plan or join the Board of Education Retirement System. All other employees who elect to join the AUTHORITY's pension plan shall be covered by the Board of Education Retirement System.

#### **ARTICLE XIX – 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 of the AUTHORITY. The UNION therefore agrees that there shall be no strikes, work stoppages, or other concerted refusals to perform work by the employees covered by this Agreement nor any instigation thereof.

#### **ARTICLE XX - INFORMATION AT THE WORK LOCATION**

All official AUTHORITY circulars which pertain to the working conditions or the welfare of employees will be posted promptly. A UNION bulletin board shall be provided on each floor of the AUTHORITY's main offices for purposes of posting material dealing with proper and legitimate UNION business concerning employees in the unit.

#### **ARTICLE XXI - NOTIFICATION OF CHANGES TO JOB SPECIFICATION**

The AUTHORITY will inform the UNION and any affected employees at least 15 days in advance if substantial changes are made to the job specifications of a represented title.

#### **ARTICLE XXII - ACCESS TO PERSONNEL FOLDERS**

Upon written request to the Senior Director of Human Resources, an employee may be granted reasonable access to examine the contents of his/her personnel folder in the presence of the AUTHORITY's Human Resources staff, with the exception of pre-employment references. The employee may be accompanied by a UNION representative.

An employee shall have the right to place in the personnel folder a written response to anything contained therein which is available for review under the terms of this Article, such as performance evaluations, counseling memoranda and other materials relating to the employee's work performance. The response shall be attached to the material to which it pertains and placed in the personnel folder.

### **ARTICLE XXIII - JURY DUTY SERVICE**

- A. An employee, consistent with AUTHORITY policy and procedure, will be paid their regular salary in the event the employee is called for juror duty service. Any jury duty allowance remitted to the employee, less carfare, must be remitted to the AUTHORITY.
- B. An employee who is subpoenaed as witness in court proceeding, in which they are not a party of interest, will be paid their salary for the time actually spent in court.

### **ARTICLE XXIV - MEAL REIMBURSEMENT**

An employee, consistent with AUTHORITY policy and procedure, will be reimbursed for food and meals, in conformance with the City-Wide Contract provisions.

### **ARTICLE XXV- SUPPLEMENTAL WORKERS' COMPENSATION**

- A. The AUTHORITY will provide to eligible employees supplemental workers' compensation consistent with the plan offered by the City of New York.
- B. An employee who is injured in the course of employment, and upon a determination by the AUTHORITY or its agent that the employee has been physically disabled because of an injury arising out of and in the course of the employee's employment through no fault of the employee, the AUTHORITY 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 employee's injury has been accepted by the AUTHORITY or its agent as compensable under the Workers' Compensation Law, unless the Workers' Compensation Board determines that such injury is compensable under such law. If an employee is granted extended sick leave with pay pursuant to this Article, the employee shall receive the difference between the employee's weekly salary and the employee's compensation rate for the period of time granted. The employee shall, as a condition of receiving benefits under this Article, 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 and medical disbursements received pursuant to this Article, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the AUTHORITY. The injured employee shall undergo such medical examinations as are requested by the AUTHORITY, and when found fit for duty by the Workers' Compensation Board shall return to employment.

### **ARTICLE XXVI - WORKING FACILITIES**

The AUTHORITY will provide employees with adequate, clean, structurally safe and sanitary working facilities.

### **ARTICLE XXVII - SENIORITY**

- A. Seniority under this Agreement shall be defined as a length of continuous service from the date of hire in a specific title. Such seniority shall be the basis for resolving conflicts among employees for the following: vacation selection, involuntary and voluntary overtime assignments and shift selection (where applicable). For the purposes of this section, time spent on an approved leave of Absence shall not constitute a break in service; however there is no accrual of seniority for time spent on an unpaid

Leave of Absence. This definition of seniority is not applicable to the Layoff article of this Agreement, Article XXX.

- B. Employees shall lose their seniority under the following conditions:
1. The employee resigns.
  2. The employee is discharged in accordance with applicable discipline standards as set forth in Article XI, paragraph D, of this agreement.
  3. The employee accepts employment or enters into his/her own business while on a leave of absence without the express written permission of the SCA.
  4. The employee is laid off and is not reemployed as specified in the New York State Civil Service Law and the Rules for the Classified Civil Service of the NYC School Construction Authority.
  5. The employee fails to respond to a recall, or fails to report to work pursuant to such recall, after lay off.
- C. The administration and interpretation of the Article dealing with Seniority shall be done in a manner consistent with the provisions of the New York State Civil Service Law and the Rules for the Classified Civil Service of the NYC School Construction Authority.

#### **ARTICLE XXVIII - OVERTIME 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 \$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 XXIX - SHIFT DIFFERENTIAL**

- A. An employee shall receive a shift differential equal to ten percent of the employee's basic hourly rate for each hour worked between 6:00 p.m. and 8:00 a.m., if the employee's daily work period has been scheduled and more than one hour of such daily work falls between the hours 6:00 p.m. and 8:00 a.m. Employees hired on or after October 1, 2004, during the first three (3) years of employment only, shall receive a shift differential equal to ten percent of the employee's basic hourly rate for each hour worked between 8:00 p.m. and 8:00 a.m., if the employee's daily work period has been scheduled and more than one hour of such daily work falls between the hours 8:00 p.m. and 8:00 a.m.
- B. An employee working overtime shall not receive a shift differential for such work but shall receive overtime pay as provided in Article IX.

#### **ARTICLE XXX - LAY-OFFS**

- A. 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.

B. Notice

1. Notice shall be provided to the UNION not less than 20 days before the effective date of projected layoffs.
2. 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: (1) 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.

This provision shall not apply in the event of a financial emergency in anticipation of the invocation of the applicable provisions of the Financial Emergency Act of 1975, Section 5402.

### **ARTICLE XXXI - EQUAL EMPLOYMENT**

- A. The UNION, in its capacity as bargaining representative for employees covered by this Agreement, agrees to admit all employees to membership and to represent all employees in its bargaining unit without regard to race, color, creed, disability, national origin, veteran's status, UNION membership, age, sex, marital status or sexual orientation.
- B. The AUTHORITY, as the Employer of employees covered by this Agreement, agrees to continue its established policy against all forms of illegal discrimination including race, sex, color, religion, creed, age, disability, national origin, citizenship status, UNION activity, veteran's status, marital status, or sexual orientation.
- C. Sexual harassment is unacceptable conduct and will not be permitted or tolerated.
- D. 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 XXXII - NON-COMPETITIVE PROMOTIONS**

- A. The selection decision for non-competitive promotions shall be based on the following factors: demonstrated ability, education, experience, performance evaluation and seniority. SCA's determination as to which employee is promoted to a non-competitive position shall stand so long as there is ample evidence that SCA considered each of the aforementioned factors in reaching its decision.
- B. Seniority as it is used in non-competitive promotions shall be based on the employee's date of hire at the SCA.

### **ARTICLE XXXIII - POSTING OF NON-COMPETITIVE PROMOTIONAL OPPORTUNITIES**

Non-competitive promotional opportunities shall be posted internally prior to outside recruitment. The following information shall be included in the posting: job title, bargaining unit, work unit, minimum salary for the title, duties and responsibilities, and criteria for selection.

#### **ARTICLE XXXIV - VDT'S**

A joint SCA/Local 1180 Committee shall be established to study and make recommendations to the President of the SCA concerning VDT operations. The Committee shall have input on the SCA's use of VDT's to ensure an ergonomically sound work environment for VDT operators and shall review and make recommendations on procurement and ergonomic standards for VDT's and VDT workstations.

#### **ARTICLE XXXV - CONTINUATION OF BENEFITS**

All rights and benefits of employees covered under this agreement, including those contained in the SCA Procedure Manual prior to recognition of the UNION shall continue in full force and effect, except as amended.

#### **ARTICLE XXXVI - CONFORMITY TO LAW**

- A. If any provision of this Agreement shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the UNION.
- B. In the event that any provision of this Agreement is or shall at any time be contrary to law all other provisions of this Agreement shall continue in effect.

#### **ARTICLE XXXVII - DURATION**

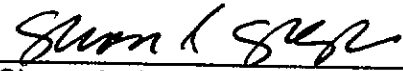
This Agreement shall be effective as of October 26, 2008, and shall continue in full force and effect until October 25, 2010.

WHEREFORE, the Union and the Authority on this \_\_\_\_ day of February, 2009 have executed this Agreement.



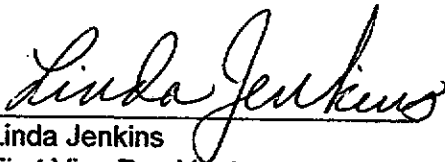
Arthur Cheliotis  
President  
Local 1180 Communications  
Workers of America, AFL-CIO

February 5, 2009  
Date signed




Sharon L. Greenberger  
President and CEO  
New York City  
School Construction Authority

2-12-09  
Date signed



Linda Jenkins  
First Vice President  
Local 1180 Communications  
Workers of America, AFL-CIO

February 5, 2009  
Date signed



Ross J. Holden  
Vice President and General Counsel  
New York City  
School Construction Authority

February 11, 2009  
Date signed



Michael van Biema  
Vice President, Administration  
New York City  
School Construction Authority

2/11/09  
Date signed

**CWA Title Minimum Schedule**  
**Collective Bargaining Agreement October 26, 2008 - October 25, 2010**

Title	Title Code	10/26/2008	10/26/2008	10/26/2009	10/26/2009
			Hiring Rate		Hiring Rate
Administrative Assistant	SC218	49,821	43,323	51,814	45,056
Administrative Associate	SC203	53,273	46,324	55,404	48,177
Administrative Coordinator	SC225	57,548	50,042	59,850	52,044
Assistant Finance Specialist - A	SC230	40,479	35,199	42,098	36,607
Assistant Finance Specialist - B	SC231	44,719	38,886	46,508	40,441
Assistant Finance Specialist - C	SC232	50,335	43,770	52,348	45,520
Assistant Manager, Community Relations	SC236	49,437	42,989	51,415	44,709
Contract Compliance Officer	SC234	70,866	61,622	73,700	64,087
Contract Specialist	SC216	59,126	51,414	61,491	53,471
Documents Control Technician A	SC241	38,553	33,524	40,095	34,865
Documents Control Technician B	SC242	47,187	41,032	49,074	42,673
Furniture & Equipment Coordinator	SC240	60,720	52,800	63,149	54,912
Manager, Administrative Services	SC233	74,854	65,090	77,848	67,694
Manager, Furniture & Equipment	SC239	75,008	65,224	78,008	67,833
Program Coordinator	SC237	70,866	61,622	73,700	64,087
Senior Contract Specialist	SC217	67,523	58,716	70,224	61,064
Senior Program Coordinator	SC238	78,040	67,860	81,161	70,575
Senior Staff Support	SC213	44,559	38,747	46,341	40,297

Promotional Guarantee	
10/26/2008	10/26/2009
1,310	1,362
1,455	1,513
1,527	1,588
1,091	1,135
1,091	1,135
1,310	1,362
1,310	1,362
1,600	1,664
1,527	1,588
1,091	1,135
1,310	1,362
1,564	1,627
1,600	1,664
1,600	1,664
1,600	1,664
1,600	1,664
1,600	1,664
1,091	1,135

5 Year Longevity	699	699
10 Year Longevity available 10/25/2008	750	750





February 2, 2009

Ms. Linda Jenkins  
First Vice President  
Communications Workers of America Local 1180  
6 Harrison Street  
New York, New York 10013

Re: Drug-Free Workplace Policy

Dear Ms. Jenkins:

This letter will continue the understanding that the parties reached during the negotiation of this collective bargaining agreement between the SCA and Local 1180 CWA concerning a Drug-Free Workplace Policy.

To ensure a drug and alcohol-free working environment, the SCA intends to implement an Authority-wide Drug-Free Workplace Policy. The SCA shall negotiate with Local 1180 CWA prior to promulgation of this policy.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sharon L. Greenberger".

Sharon L. Greenberger  
President & CEO



February 2, 2009

Ms. Linda Jenkins  
First Vice President  
Communications Workers of America Local 1180  
6 Harrison Street  
New York, New York 10013

Re: Voluntary Insurance Program

Dear Ms. Jenkins:

This letter will continue the understanding that the parties reached during the negotiation of this collective bargaining agreement between the SCA and Local 1180 CWA, that Local 1180 CWA shall have the exclusive right to receive contributions from employees serving in titles covered by this agreement to be used exclusively to fund a voluntary insurance program. It was further agreed that the Local 1180 will reimburse the SCA for administrative fees in the same amount and manner that the City of New York is reimbursed for such program.

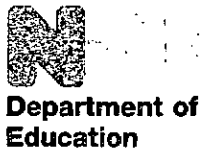
Sincerely,

A handwritten signature in cursive script, appearing to read 'Sharon L. Greenberger'.

Sharon L. Greenberger  
President & CEO



February 2, 2009



Ms. Linda Jenkins  
First Vice President  
Communications Workers of America Local 1180  
6 Harrison Street  
New York, New York 10013

Re: Management Rights

Dear Ms. Jenkins:

This letter will continue the understanding that the parties reached during the negotiation of this collective bargaining agreement between the SCA and Local 1180 CWA concerning Management Rights. The parties agree to the following:

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 in accordance with the provisions of this Agreement; 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 organizations and the technology of performing its work.

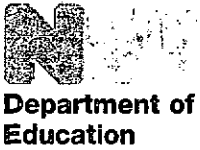
Sincerely,

A handwritten signature in cursive script, appearing to read "Sharon L. Greenberger".

Sharon L. Greenberger  
President & CEO



February 2, 2009



Ms. Linda Jenkins  
First Vice President  
Communications Workers of America Local 1180  
6 Harrison Street  
New York, New York 10013

Re: Alternative Work Schedules

Dear Ms. Jenkins:

This letter will continue the understanding that the parties reached during the negotiation of this collective bargaining agreement between the SCA and Local 1180 CWA concerning the issue of alternative work schedules.

The parties agreed to the establishment of a joint SCA/Local 1180 labor/management committee to study and make recommendations to the President of the SCA regarding the feasibility of alternative work schedules within the Authority.

Sincerely,

A handwritten signature in black ink, appearing to read "Sharon L. Greenberger".

Sharon L. Greenberger  
President & CEO



February 2, 2009



Ms. Linda Jenkins  
First Vice President  
Communications Workers of America Local 1180  
6 Harrison Street  
New York, New York 10013

Re: Labor/Management Committee

Dear Ms. Jenkins:

This letter will continue the understanding that the parties reached during the negotiation of this collective bargaining agreement between the SCA and Local 1180 CWA concerning the establishment of a joint SCA/Local 1180 labor/management committee to study and make recommendations to the President of the SCA regarding the following issues:

Civil Service  
Career Paths  
Confinement Leave  
Sick Leave Donation Program

Sincerely,

A handwritten signature in cursive script that reads "Sharon L. Greenberger".

Sharon L. Greenberger  
President & CEO



February 2, 2009



Ms. Linda Jenkins  
First Vice President  
Communications Workers of America Local 1180  
6 Harrison Street  
New York, New York 10013

Re: Civil Service Transitional Issues

Dear Ms. Jenkins:

This letter will continue the understanding that the parties reached during the negotiation of this collective bargaining agreement between the SCA and Local 1180 CWA 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 service 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 CWA Local 1180 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, Public Authorities Law Section 1737, and shall be subject to the provisions of Article XXX of the collective bargaining agreement. However, where positions are abolished or reduced prior to the date that initial examinations have been given permanent appointments are made with request to any title or position in CWA Local 1180 as well as for the duration of the initial civil service eligible list for that title or position in CWA Local 1180 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 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. This paragraph shall apply to incumbent provisionals and those hired after the execution of this agreement and before the exhaustion of the initial Civil Service list in the title in which the provisional serves.

Once initial examinations have been given, permanent appointments are made in a particular title and the expiration of the initial civil service eligible list in that title, any necessary abolition or reduction in positions will be administered according to 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.

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 9 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 XI, paragraph D of this Agreement.

The transitional layoff procedures, including the calculation of seniority described above do not apply to the removal of provisionals as a result of action of a civil service list. Once the initial civil service list has expired, these transitional layoff procedures including the calculation of seniority expire and do not carry over to any subsequent provisional appointment either in the same or another title; except where an individual maintains continued employment with the SCA in another CWA Local 1180 title provisionally.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sharon L. Greenberger".

Sharon L. Greenberger  
President & CEO

NEW YORK CITY SCHOOL  
CONSTRUCTION AUTHORITY



August 18, 2008

Ms. Linda Jenkins  
First Vice President  
Communications Workers of America Local 1180  
6 Harrison Street  
New York, New York 10013

Re: Productivity Increase

Dear Ms. Jenkins:

This letter is to confirm the agreement between the SCA and Local 1180 CWA regarding the productivity increase referenced in the collective bargaining agreement. The parties agree that the additional compensation of one percent (1%) previously agreed to and referenced in the collective bargaining agreement, Article VIII, Section D, will not be paid to employees.

Local 1180 CWA agrees that the "Joint Labor Management Committee on Productivity Initiatives" and ensuing provision referenced in the agreement is no longer viable, and Local 1180 CWA further agrees not to pursue any further efforts in any forum in that regard.

Sincerely,

Sharon L. Greenberger  
President & CEO

Agreed:

Linda Jenkins  
First Vice President, CWA Local 1180