MEMORANDUM OF AGREEMENT
For Successor Agreement
to the
2002 - 2006 EOC CLERICAL AND CUSTODIAL EMPLOYEE AGREEMENT
by and between
LOCAL 384, DISTRICT COUNCIL 37, AFSCME, AFL-CIO
and
THE CITY UNIVERSITY OF NEW YORK
acting on behalf of
THE EDUCATIONAL OPPORTUNITY CENTERS OF BROOKLYN,
QUEENS, MANHATTAN, AND THE BRONX

MEMORANDUM OF AGREEMENT made this 16th day of December, 2008 (hereinafter “MOA”) by and between the undersigned parties, to wit, District Council 37, AFSCME, AFL-CIO, Local 384 ("Union"), and The City University of New York ("CUNY"), acting on behalf of the Educational Opportunity Centers of Brooklyn, Queens, Manhattan and The Bronx ("EOC Centers");

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, modifying the 2002-2006 collective bargaining agreement between District Council 37, Local 384, and CUNY acting on behalf of the Educational Opportunity Centers, terminating September 30, 2006 ("EOC Successor Agreement), to cover the employees represented by the Union ("Employees"); and

WHEREAS, the undersigned parties to this agreement intend by this MOA to cover all economic and non-economic matters and to incorporate the following terms of this MOA into the EOC Clerical and Custodial Employee Successor Agreement, as set forth below;

NOW THEREFORE, it is mutually agreed to by and between the parties as follows:

1. **Term of Agreement:**
   The term of the successor unit agreement shall be thirty-seven (37) months from the date of termination of the applicable existing separate unit agreement, that is from October 1, 2006, through October 31, 2009.

2. **Continuation of Terms**
   The terms of the predecessor EOC Clerical and Custodial Employee Agreement ("EOC Agreement") shall be continued except as modified by this MOA.

3. **Prohibition of Further Economic Demands**
   No party to this agreement shall make additional economic demands during the term of this agreement. Any disputes hereunder shall be promptly submitted and resolved.
4. **General Wage Increase**

a. The general wage increases, effective as indicated, shall be as follows:

### Effective Dates

i) 3.15% percent  
(First day of the contract)  
10/1/06

ii) 4.0% percent  
(First day of the 13th month)  
10/1/07 (compounded)

iii) 4.0% percent  
(First day of the 25th month)  
10/1/08 (compounded)

vi) Part-time per annum, per session, hourly, per diem (including seasonal) employees and employees whose normal work year is less than a full calendar year, shall receive the increases provided in subsection 4 (a) (i) through 4.(a) (iii) on the basis of the computations heretofore utilized by the parties for all such employees.

b. The increases provided in Section 4 (a) (i) through 4. (a) (iii) shall be calculated as follows:

i) The general increases in Section 4. (a) (i) shall be upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the last day of the applicable predecessor EOC Agreement;

ii) The general increase in Section 4. (a) (ii) shall be based upon the base rates (including salary or increment salary schedules) of the applicable titles in effect on the last day of the twelfth (12th) month of the applicable successor EOC Agreement.

iii) The general increase in Section 4. (a) (iii) shall be based upon the base rates (including salary or increment salary schedules) of the applicable titles in effect on the last day of the twenty-fourth (24th) month of the applicable successor EOC Agreement.

c. Other increases as follows:

i) The general increase provided in Section 4. (a) above, shall be applied to the base rates, incremental salary levels and the minimum and maximum rates (including levels) if any, fixed for the applicable titles and to "additions to gross." "Additions to gross" shall be defined to include assignment differentials, service increments, longevity differentials, longevity increments, advancement increases, assignment (level) increases, and evening, or night shift differentials, as may be applicable.

ii) Notwithstanding Section 4. (c) (i) above, the total cost of the increase set forth in 4. (c) (i) as it applies to "additions to gross," shall not exceed a cost of 0.11 percent of the last payroll date of December 2005.
5. **Non-Economic Revisions and/or Changes to the EOC Agreement**

a. Article VIII (Overtime), Section 1 (b) of the EOC Agreement shall be amended to provide that ordered involuntary overtime and ordered involuntary standby time shall be authorized in writing as soon as practicable following assignment.

b. Article VIII (Overtime), Section 8 (a) of the EOC Agreement shall be amended to increase the meal allowance provisions, as follows:

<table>
<thead>
<tr>
<th>Continuous Hours of Overtime</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>For two</td>
<td>$ 8.25</td>
</tr>
<tr>
<td>For five</td>
<td>$ 8.75</td>
</tr>
<tr>
<td>For seven</td>
<td>$10.75</td>
</tr>
<tr>
<td>For ten</td>
<td>$11.75</td>
</tr>
<tr>
<td>For fifteen</td>
<td>$12.75</td>
</tr>
</tbody>
</table>

c. Article IX (Time and Leave), Section 17 of the EOC Agreement shall be amended to add language to establish a prerequisite for the use of child care leave. Full-time employees will be deemed eligible for a child care leave upon working 1250 hours in the prior year (September 1 to August 31), or having worked 1250 hours in the current year.

d. Article IX (Time and Leave), Section 17 (c) of the EOC Agreement shall be amended to add language to clarify that any child care leave, including any extensions under the agreement, must be taken consecutively. Any employee returning to work before exhausting the allotted child care leave, will be deemed to have waived the remaining child care leave under the agreement.

6. **Conditions of Payment**

The general increases provided in Section 4. (a) (i) through (iii), shall be payable as soon as practicable upon execution of this 2006-2009 EOC Agreement.

7. **Welfare Fund:**

a. The per annum Welfare fund contribution rate paid on behalf of each full-time per annum employee shall be increased as indicated below:

<table>
<thead>
<tr>
<th>Increase</th>
<th>DC 37 Local 384</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>$50</td>
<td></td>
<td>10/1/07</td>
</tr>
</tbody>
</table>

b. Effective on the first day of the thirteenth (13th) month of the applicable successor EOC Agreement, the welfare fund contribution paid on behalf of each full-time per annum employee shall be increased by fifty ($50) dollars per annum.

The per annum contribution rates paid on behalf of eligible part-time per annum, hourly, per session and per diem (including seasonal) employees and employees whose normal work year is less than a full calendar year, shall receive a pro rata adjustment in the same proportion heretofore utilized by the parties for all such employees, as the per annum contribution rate adjusted in Section 7 a. for full-time employees.
c. The per annum contribution rates paid on behalf of DC37 Local 384 employees separated from service effective September 30, 2006, who are eligible for retiree health insurance under the eligibility criteria set forth in Article XI (Health Insurance), Section 2 of the predecessor 2002-2006 EOC Agreement, and who were covered by the DC37 Welfare Fund at the time of such separation to a welfare fund which covers such employees, shall receive a pro rata adjustment in the same manner as the per annum contribution rate for other employees are adjusted pursuant to Section 7 (a).

8. Resolution of Disputes

a. Subject to the subsequent provisions of Section 8 (b) below, any dispute, controversy, or claim concerning or arising out of the execution, application, interpretation or performance of this MOA shall be submitted to arbitration upon written notice therefore by any of the parties to this MOA to the party with whom such dispute or controversy exists. The matter submitted for arbitration shall be in accordance with the terms of the dispute resolution provision of the applicable EOC Agreement.

b. After incorporation of this Agreement into the applicable successor EOC Agreement, any dispute, controversy or claim referred to in Section 8 (a) which arises between the parties to such separate agreement, shall be submitted in accordance with the dispute resolution provisions of such applicable successor EOC Agreement.

c. The terms of this Section 8 shall be from the date of execution of this MOA to the date of execution of any successor agreement to this MOA.

9. Retroactivity

In the event that any payment is not paid on the date due under this 2006-2009 MOA, such payment when made shall be paid retroactive to such due date.

10. Savings Clause

In the event that any provision of this MOA is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this 2006-2009 MOA.

11. Approval and Ratification:

The terms of this MOA have been reviewed and approved as to substance by the State University of New York (SUNY) and are subject to approval by the Board of Trustees of The City University of New York (CUNY), ratification by the CUNY employed membership of DC37, Local 384 employed at the Brooklyn, Queens, Manhattan and Bronx Educational Opportunity Centers, and funding by SUNY.
WHEREFORE, we have hereunto set our hands and seals on this 16 day of December, 2008.

THE UNION

Lillian Roberts
Executive Director

By: District Council 37  Date

THE CITY UNIVERSITY OF NEW YORK

Matthew Goldstein
Chancellor

By: Matthew Goldstein  Date

Esther Tucker
President Local 384
District Council 37

By: Esther Tucker  Date