



BOARD OF EDUCATION OF THE CITY OF NEW YORK

RUDOLPH F. CREW, Ed. D., *Chancellor*

Copy

OFFICE OF THE CHANCELLOR
110 Livingston Street - Brooklyn, NY 11201

Second Request

June 7, 1996

April 18, 1996

Mr. Arthur Cheliotos
CWA, LOCAL 1180
6 Harrison Street, 3rd floor
New York, N.Y. 10013-2898

RE: Supervisor of Office Machine Associate Level I

Dear Mr. Cheliotos:

Since the Communication Workers of America, Local 1180 represents the title of Office Machine Associate, the Board of Education requests that your Union agree to accept Welfare Fund contributions from the Board of Education on behalf of the employees serving in the new title of Supervisor of Office Machine Associate Level I effective April 21, 1996.

Please sign in the space provided below signifying the Union's acceptance and return to Ms. Harriet Cohen, Director of Health and Welfare, 65 Court Street, Brooklyn, New York 11201. The comptroller's office will be notified of the change.

Very truly yours.

Howard S. Tames

Howard S. Tames
Executive Director

HST:btb

Accepted and Approved

Arthur Cheliotos

NAME

Trustee

TITLE

6/14/96

DATE

A G R E E M E N T

Between the

BOARD OF EDUCATION OF THE CITY OF NEW YORK

and

LOCAL 1180 COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

Providing for

SUPPLEMENTARY WELFARE BENEFITS PURSUANT TO SECTION 5 OF THE 1990-91 COMMUNICATIONS WORKERS OF AMERICA ECONOMIC AGREEMENT EFFECTIVE OCTOBER 1, 1990 AND SECTION 7 OF THE 1992-1995 MUNICIPAL COALITION ECONOMIC AGREEMENT EFFECTIVE JANUARY 1, 1992

This Agreement, entered into as of October 1, 1990 between the Board of Education of the City of New York (hereinafter referred to as "the Board"), acting by the Chancellor, and Local 1180, Communications Workers of America, AFL-CIO, (hereinafter referred to as "the Union", acting by the President:

W I T N E S S E T H:

WHEREAS, As a result of collective bargaining between the Board and the Union, agreements were made and entered into effective as of the first day of October, 1990 and the first day of January, 1992 between the parties hereto, which provide that effective October 1, 1990 and January 1, 1992, the Board will provide funds at a rate and for a period hereinafter specified on behalf of each employee, whether or not a member of the Union, in the titles and in the programs set forth in Appendix A, attached to and made a part hereof (hereinafter referred to as "covered employee"), for the purpose of furnishing to each covered employee certain supplemental welfare benefits; and

WHEREAS, The Union agrees to receive such funds from the Board pursuant to this Agreement on behalf and for the benefit of each covered employee; and

WHEREAS, The Union has established the Municipal Management Society, Local 1180, Communications Workers of America Security Benefits Fund (hereinafter referred to as the "Fund") to provide the benefits hereinafter set forth for each covered employee;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. This Agreement is entered into for the benefit of each covered employee and each covered employee shall have a right to enforce the obligations of the Union and/or the Fund under the terms of this Agreement.

2. (a) The Board agrees to provide and the Union agrees to accept on behalf of each covered employee, whether or not a member of the Union, for the period of employment by the Board of such covered employee funds:

(1) Effective October 1, 1990, the contribution to the Union shall be increased to \$528.57 per year on a pro-rata basis per month for the period of October 1, 1990 through December 31, 1991;

(2) Effective January 1, 1993, there shall be a one time \$71.43 lump sum payment to the Union for each covered employee;

(3) Effective July 1, 1993, the contribution to the Union shall be increased to \$585.71 per annum for each covered employee on a pro-rata basis per month;

(4) Effective July 1, 1994, the contribution to the Union shall be increased to \$642.86 per annum for each covered employee on a pro-rata basis per

month.

These funds shall be paid by the Union into the Fund and the Union agrees to provide from such Fund, for each such covered employee for whom such sums are paid, the supplementary benefits described in Appendix "B", annexed to this agreement, for the period from October 1, 1990 through March 31, 1995, and as if such covered employee were a member of the Union, and/or such other supplementary benefits as may be mutually agreed upon between the Board and the Union.

(b) The Union may, pursuant to a separate agreement between the Board and the Union, utilize a portion of such Welfare Fund contributions to provide prepaid legal service for all covered employees, whether or not a member of the Union. This program shall not be used in any manner to pay for, defray the cost of, engage in or otherwise affect any suit by a covered employee or other beneficiary of this benefit arising out of any matter relating to the Board of Education.

(c) The supplemental benefits described in the schedule marked Appendix B shall not be changed except as may be mutually agreed upon between the parties hereto. Any changes shall be in writing and signed by the parties to the agreement. The records, books and accounts of the Fund shall be subject to periodic audit by the Comptroller of the City of New York. The Board shall have access to the records, books and accounts of the Fund.

(d) The Board and the Union understand and agree that the Fund will be held and managed by the Trustees thereof, under the terms and provisions of a Trust Agreement or other instrument to which the Trustees and the Union will be the parties. Such Trust Agreement or other instrument shall contain the statement "Duties and Responsibilities of Trustees" set out in Appendix C, attached hereto and made a part hereof. The Union further agrees that nothing in the Trust Agreement or other instrument shall be inconsistent with or contradict any of the

terms and provisions of this Agreement.

(e) The Union agrees that a person or persons selected by the Trustees from a panel provided by the American Arbitration Association shall adjudicate disputed claims against the Union or the Fund relative to benefits provided hereunder and that any covered employee or dependent claimant being aggrieved by denial of any such claim may at his option submit such claim to such person or persons, the determination of such person or persons shall be binding and conclusive on such covered employee, the Union and the Fund. The cost of such arbitration shall be shared between the covered employee and the Fund.

3. The Union agrees to comply with all city, state or federal laws applicable to the said Fund, and to take all steps necessary for such compliance.

4. The liability of the Board for each covered employee shall in no event exceed the amounts or appropriate pro-rata share thereof specified in Section "2" hereof, irrespective of any upward modification, by reason of increase in costs, increase in insurance premium, other insurance penalty, addition thereto of any other benefits, or for any other anticipated or unforeseen reasons, and the amount of contributions by the Board during the term of this Agreement shall be limited solely to the payment of the aforesaid amounts or appropriate pro-rata share thereof as provided herein. The Union further agrees that the Board shall not be liable for any delay in any payment due the Union under this agreement which delay is caused by any action which is clearly beyond the Board's control.

5. The Union hereby agrees that the Board an/or its officials and employees individually and collectively shall not be liable for any mistake, error of judgement, embezzlement, defalcation or any other wrongdoing or misfeasance, whether intentional, negligent or otherwise, or any other act of omission, commission, misfeasance or malfeasance

of the Union or any of its officers or agents or employees in the receipts and/or transmission of the aforesaid amounts set forth in Section "2" hereof and/or in the operation or administration of the Fund and/or for any failure or omission of the Union for any reason whatsoever, to carry out the terms of this Agreement in part or in whole for the benefit of each covered employee. The Union hereby further agrees to hold the Board, and/or its officials and employees harmless against any claim whatsoever (except for default of the Board with respect to its obligations under this Agreement) arising out of the receipt and/or transmission of the aforesaid sums and/or in the operation or administration of such Fund or out of the failure or omission of the Union for any reason whatsoever to carry out the terms of this Agreement in part or in whole for the benefit of each covered employee.

6. Disputes between the Board and the Union concerning the interpretation, application, or alleged violation of this agreement shall be submitted for arbitration in accordance with the procedures for arbitration set forth in the rules of the American Arbitration Association provided, however, that any issue or dispute concerning the interpretation, application or alleged violation of Section 3 and 5 and Appendix C of this Agreement shall not be subject to arbitration.

7. It is understood and agreed that Appendix "A" may be modified as required, to provide for the correction of errors, including the addition or deletion of titles, the addition of new titles to be covered by the terms of this agreement and the deletion of titles no longer to be covered by the terms of this agreement, any such modification to indicate the effective date of said modification, provided, however, that no new titles will be added to such Appendix "A" during the period of coverage of such titles by another existing welfare fund agreement.

8. The Board shall continue to have the right to review and approve the distribution of funds to and the level of benefits provided by the Fund.

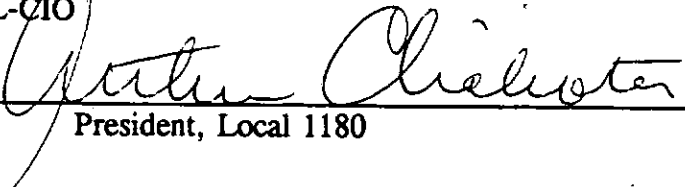
9. The term of this Agreement shall be from October 1, 1990 through March 31, 1995.

DATED: New York City

BOARD OF EDUCATION OF THE CITY OF NEW YORK

BY: 
Chancellor

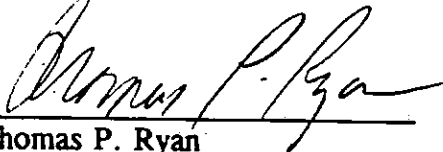
LOCAL 1180, COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO

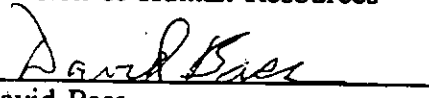
BY: 
President, Local 1180

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

BY: 
Director/Civil Service Division

APPROVED:


Thomas P. Ryan
Executive Director
Division of Human Resources


David Bass
Deputy Executive Director
Office of Labor Relations
and Collective Bargaining

APPENDIX A
COVERED EMPLOYEES

A "covered employee" is defined as a part-time employee who works on a regular basis at least one-half of the regular hours of full-time employees in the same title and who is not otherwise eligible for a welfare fund contribution on his or her behalf. If no full-time equivalent title exists, then the minimum number of hours required to be eligible to receive a contribution shall be based on the nature of the employment as follows: White Collar Employment - 17 1/2 hours per week; Blue Collar Employment - 20 hours per week.

03662	PERSONNEL AIDE
09352	PERSONNEL AIDE
10122	ADMINI ASST SECY
10124	PRINCI ADMIN ASSOC
10125	ADMINISTRATIVE ASST
10126	ADMINI ASST IBM
10130	ADMINISTRATIVE ASSOC
10139	SR. ADMINI ASST
10187	DISTRICT BUSINESS OFF
10200	DIST MGR OF BUS ADMIN
11023	ADMINIST ASST EDP
11703	OFFICE MACHINE ASSOC
12898	SECY TO PRES OF BOARD
13611	COMPUT ASSOC TECH SUPPORT
13715	PERSONNEL ASSISTANT
93074	CLERK-GR.5

APPENDIX C

DUTIES AND RESPONSIBILITIES OF TRUSTEES

1. The Trustees of the Fund shall be responsible for the maintenance of accurate records of its books and accounts in conformance with generally accepted accounting principles.

2. The Trustees of the Fund shall file in the Office of the City Comptroller within nine months after the close of the fiscal year used in maintaining the records of the Fund, a statement, to be known as the annual statement of the Fund, executed in duplicate, subscribed by its Trustee, or if there is more than one Trustee, then by at least two of such Trustees and affirmed by such Trustees as true under the penalties of perjury, showing its condition and affairs during such fiscal year. Such statement shall be in such form and contain such substantiation by vouchers and otherwise and such information as the City Comptroller shall from time to time prescribe. Nothing in this paragraph shall prohibit the filing by the Trustees of any statement or report, in the Office of the City Comptroller, in partial or full compliance with the terms of this paragraph, provided that such statement or report is required to be and has been filed with any other agency pursuant to any New York State or Federal Law and the City Comptroller consents in writing to such partial or full substitution.

The Fund shall be audited annually by a certified public accountant to be selected by the Trustees of the Fund and at the expense of the Fund. The results of such audits shall be submitted promptly to the Comptroller of the City of New York and such Fund shall be subject

to further audit by the Comptroller.

3. The Trustees of the Fund shall, annually, within nine months after the close of the fiscal year used in maintaining the records of the Fund, file a report with the City Comptroller, to be known as the Annual Report of the Fund, subscribed by its Trustee, or if there is more than one Trustee, then by at least two of such Trustees, and affirmed by such Trustees as true under the penalties of perjury, showing its condition and affairs during such fiscal year. Such annual report shall be kept on file at the principal office of the Trustees and a copy of such report shall be mailed to each covered employees. Any contract between the Fund and any insurance company, hospital, surgical or medical service plan providing benefits under such Fund, or with any corporate trustee or agent holding or administering all or part of such Fund, shall provide that within eight months after the end of each policy or fiscal year, such company, hospital, surgical or medical service plan, corporate trustee or agent will furnish to the Trustees of the Fund a statement of account setting forth such information relating to the Fund as the Trustees of the Fund may need in order to comply with the requirements of this Agreement. Nothing in this paragraph shall prohibit the filing by the Trustees of any statement or report in the Office of the City Comptroller, in partial or full compliance with the terms of this paragraph, provided that such statement or report is required to be and has been filed with any other agency pursuant to any New York State or Federal Law and the City Comptroller consents in writing to such partial or full substitution.

4. The Trustees of the Fund shall be responsible in a fiduciary capacity for all money, property or other assets received, managed or disbursed by them, or under their authority, on behalf of such Fund.

5. The Fund, the Union, each Trustee of the Fund, and every other officer

or employee of the Fund or of the Union is prohibited from receiving directly or indirectly any payment, commission, loan or other thing of value from any insurance company, insurance agent, insurance broker or any hospital, surgical, dental or medical service plan, or any corporate trustee or agent holding or administering any part of the Fund, in connection with the solicitation, sale, service or administration of a contract providing employee benefits for such Fund; and from receiving any payment, commission, loan, service or any other thing of value from such Fund, or which is charged agent such Fund, or would otherwise be payable to such Fund, either directly or indirectly, except that any such person may receive any employee benefits to which he is otherwise entitled, and any such Trustee or other officer or employee of the Fund may receive from such Fund reasonable compensation for necessary services and expenses rendered or incurred by him in connection with his official duties as such; provided that nothing contained in this subparagraph shall affect the payment of any dividend or rate credit or other adjustment due under the terms of any insurance or annuity contract.

6. The Trustees of the Fund are prohibited from employing or retaining or continuing to employ or retain any person if such employment or retention involves a conflict of interest which is not in the best interests of the Fund or adversely affects the interests of covered employees, provided, however, that the Trustees may require, authorize or approve any transaction otherwise prohibited by this subparagraph upon a finding, expressly set forth in the resolution requiring, authorizing or approving such transaction or transactions that the transaction or transactions promote or will promote the best interests of the Fund and do not or will not adversely affect the interest of the covered employees.

7 The Fund shall not pay any premium on a covering policy except by check payable to the insurance company directly.

8. No political contributions shall be made directly or indirectly from the Fund.

9. The trust agreement shall contain such other provisions as may be necessary or desirable to effectuate the purposes of this agreement.

10. The Trustees of the Fund shall file with the Board copies of any reports or statements that are required to be filed with the City Comptroller.

STATE OF NEW YORK)
)ss.:
COUNTY OF KINGS)

On this 21st day of March 1995, before me personally came and appeared BURTON SACKS, to me personally known, and known to me to be the Chief Executive for Monitoring and School Improvement of the City School District or the City of New York, the person described, as such in and who as such executed the foregoing instrument, and he acknowledged to me that he executed same as Chancellor of the Board of Education of the City School District of the City of New York for the purposes therein mentioned.

KATHERINE SCHIAVARELLI
Notary Public, State of New York
No. 01SC 5020442
Qualified in Kings County
Commission Expires Nov. 15, 1995


Notary Public

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

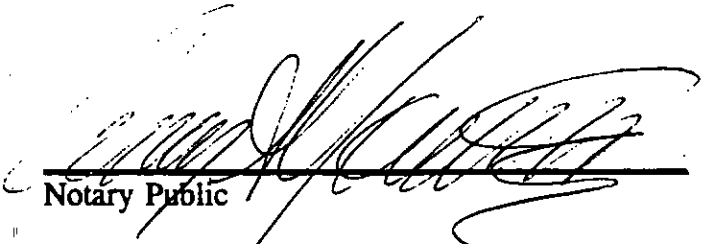
On this 16 day of Feb 1995, before me personally came and appeared ARTHUR CHELIOTES, to me known and known to me as the person who as such executed the above instrument, who being by me duly sworn, did for himself depose and say that he is the President of Local 1180, which executed the foregoing instrument in the name of said Union, and that he had authority to sign same, and he did duly acknowledge to me that he executed the same as the act and deed of the said Local 1180, Communications Workers of America, AFL-CIO, for the uses and purposes mentioned therein.


Notary Public

ELINA CALCANTE
Commissioner of Deeds
City of New York 2-1-95
Certificate filed in New York County
Commission Expires Dec. 19, 1995

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On this 27th day of FEB 1995, before me personally came and appeared JOSEPH DIESSO, to me known and known to me as the person who as such executed the above instrument, who, being duly sworn, did for herself depose and say that he is a Staff Representative of the Communications Worker of America, AFL-CIO, the Union described in and which executed the foregoing instrument in the name of said Union, and that he had authority to sign same, and he did duly acknowledge to me that he executed the same as the act and deed of the said Communications Workers of America, AFL-CIO, for the uses and purposes mentioned therein.



Notary Public

AMY S. YOUNG
Notary Public, State of New York
No. 02Y05032927
Qualified in Kings County
Comm. Expires September 6, 1996

A G R E E M E N T

Between the

BOARD OF EDUCATION OF THE CITY OF NEW YORK

and

LOCAL 1180 COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

Providing for

**SUPPLEMENTARY WELFARE BENEFITS PURSUANT TO SECTION 5 OF THE 1990-91
COMMUNICATIONS WORKERS OF AMERICA ECONOMIC AGREEMENT
EFFECTIVE OCTOBER 1, 1990 AND SECTION 7 OF THE 1992-1995 MUNICIPAL
COALITION ECONOMIC AGREEMENT EFFECTIVE JANUARY 1, 1992**

This Agreement, entered into as of October 1, 1990 between the Board of Education of the City of New York (hereinafter referred to as "the Board"), acting by the Chancellor, and Local 1180, Communications Workers of America, AFL-CIO, (hereinafter referred to as "the Union", acting by the President:

W I T N E S S E T H:

WHEREAS, As a result of collective bargaining between the Board and the Union, agreements were made and entered into effective as of the first day of October, 1990 and the first day of January, 1992 between the parties hereto, which provide that effective October 1, 1990 and January 1, 1992, the Board will provide funds at a rate and for a period hereinafter specified on behalf of each employee, whether or not a member of the Union, in the titles and in the programs set forth in Appendix A, attached to and made a part hereof (hereinafter referred to as "covered employee"), for the purpose of furnishing to each covered employee certain supplemental welfare benefits; and

WHEREAS, The Union agrees to receive such funds from the Board pursuant to this Agreement on behalf and for the benefit of each covered employee; and

WHEREAS, The Union has established the Municipal Management Society, Local 1180, Communications Workers of America Security Benefits Fund (hereinafter referred to as the "Fund") to provide the benefits hereinafter set forth for each covered employee;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. This Agreement is entered into for the benefit of each covered employee and each covered employee shall have a right to enforce the obligations of the Union and/or the Fund under the terms of this Agreement.

2. (a) The Board agrees to provide and the Union agrees to accept on behalf of each covered employee, whether or not a member of the Union, for the period of employment by the Board of such covered employee funds:

(1) Effective October 1, 1990, the contribution to the Union shall be increased to \$528.57 per year on a pro-rata basis per month for the period of October 1, 1990 through December 31, 1991;

(2) Effective January 1, 1993, there shall be a one time \$71.43 lump sum payment to the Union for each covered employee;

(3) Effective July 1, 1993, the contribution to the Union shall be increased to \$585.71 per annum for each covered employee on a pro-rata basis per month;

(4) Effective July 1, 1994, the contribution to the Union shall be increased to \$642.86 per annum for each covered employee on a pro-rata basis per

month.

These funds shall be paid by the Union into the Fund and the Union agrees to provide from such Fund, for each such covered employee for whom such sums are paid, the supplementary benefits described in Appendix "B", annexed to this agreement, for the period from October 1, 1990 through March 31, 1995, and as if such covered employee were a member of the Union, and/or such other supplementary benefits as may be mutually agreed upon between the Board and the Union.

(b) The Union may, pursuant to a separate agreement between the Board and the Union, utilize a portion of such Welfare Fund contributions to provide prepaid legal service for all covered employees, whether or not a member of the Union. This program shall not be used in any manner to pay for, defray the cost of, engage in or otherwise affect any suit by a covered employee or other beneficiary of this benefit arising out of any matter relating to the Board of Education.

(c) The supplemental benefits described in the schedule marked Appendix B shall not be changed except as may be mutually agreed upon between the parties hereto. Any changes shall be in writing and signed by the parties to the agreement. The records, books and accounts of the Fund shall be subject to periodic audit by the Comptroller of the City of New York. The Board shall have access to the records, books and accounts of the Fund.

(d) The Board and the Union understand and agree that the Fund will be held and managed by the Trustees thereof, under the terms and provisions of a Trust Agreement or other instrument to which the Trustees and the Union will be the parties. Such Trust Agreement or other instrument shall contain the statement "Duties and Responsibilities of Trustees" set out in Appendix C, attached hereto and made a part hereof. The Union further agrees that nothing in the Trust Agreement or other instrument shall be inconsistent with or contradict any of the

terms and provisions of this Agreement.

(e) The Union agrees that a person or persons selected by the Trustees from a panel provided by the American Arbitration Association shall adjudicate disputed claims against the Union or the Fund relative to benefits provided hereunder and that any covered employee or dependent claimant being aggrieved by denial of any such claim may at his option submit such claim to such person or persons, the determination of such person or persons shall be binding and conclusive on such covered employee, the Union and the Fund. The cost of such arbitration shall be shared between the covered employee and the Fund.

3. The Union agrees to comply with all city, state or federal laws applicable to the said Fund, and to take all steps necessary for such compliance.

4. The liability of the Board for each covered employee shall in no event exceed the amounts or appropriate pro-rata share thereof specified in Section "2" hereof, irrespective of any upward modification, by reason of increase in costs, increase in insurance premium, other insurance penalty, addition thereto of any other benefits, or for any other anticipated or unforeseen reasons, and the amount of contributions by the Board during the term of this Agreement shall be limited solely to the payment of the aforesaid amounts or appropriate pro-rata share thereof as provided herein. The Union further agrees that the Board shall not be liable for any delay in any payment due the Union under this agreement which delay is caused by any action which is clearly beyond the Board's control.

5. The Union hereby agrees that the Board an/or its officials and employees individually and collectively shall not be liable for any mistake, error of judgement, embezzlement, defalcation or any other wrongdoing or misfeasance, whether intentional, negligent or otherwise, or any other act of omission, commission, misfeasance or malfeasance

of the Union or any of its officers or agents or employees in the receipts and/or transmission of the aforesaid amounts set forth in Section "2" hereof and/or in the operation or administration of the Fund and/or for any failure or omission of the Union for any reason whatsoever, to carry out the terms of this Agreement in part or in whole for the benefit of each covered employee. The Union hereby further agrees to hold the Board, and/or its officials and employees harmless against any claim whatsoever (except for default of the Board with respect to its obligations under this Agreement) arising out of the receipt and/or transmission of the aforesaid sums and/or in the operation or administration of such Fund or out of the failure or omission of the Union for any reason whatsoever to carry out the terms of this Agreement in part or in whole for the benefit of each covered employee.

6. Disputes between the Board and the Union concerning the interpretation, application, or alleged violation of this agreement shall be submitted for arbitration in accordance with the procedures for arbitration set forth in the rules of the American Arbitration Association provided, however, that any issue or dispute concerning the interpretation, application or alleged violation of Section 3 and 5 and Appendix C of this Agreement shall not be subject to arbitration.

7. It is understood and agreed that Appendix "A" may be modified as required, to provide for the correction of errors, including the addition or deletion of titles, the addition of new titles to be covered by the terms of this agreement and the deletion of titles no longer to be covered by the terms of this agreement, any such modification to indicate the effective date of said modification, provided, however, that no new titles will be added to such Appendix "A" during the period of coverage of such titles by another existing welfare fund agreement.

8. The Board shall continue to have the right to review and approve the distribution of funds to and the level of benefits provided by the Fund.


9. The term of this Agreement shall be from October 1, 1990 through March 31, 1995.

DATED: New York City

BOARD OF EDUCATION OF THE CITY OF NEW YORK

BY: 
Chancellor

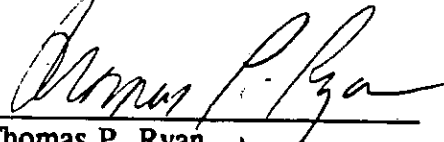
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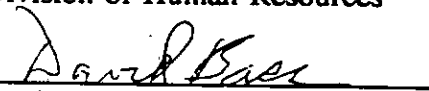
BY: 
President, Local 1180

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

BY: 
Director/Civil Service Division

APPROVED:


Thomas P. Ryan
Executive Director
Division of Human Resources


David Bass
Deputy Executive Director
Office of Labor Relations
and Collective Bargaining

APPENDIX A
COVERED EMPLOYEES

A "covered employee" is defined as a part-time employee who works on a regular basis at least one-half of the regular hours of full-time employees in the same title and who is not otherwise eligible for a welfare fund contribution on his or her behalf. If no full-time equivalent title exists, then the minimum number of hours required to be eligible to receive a contribution shall be based on the nature of the employment as follows: White Collar Employment - 17 1/2 hours per week; Blue Collar Employment - 20 hours per week.

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13715	PERSONNEL ASSISTANT
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APPENDIX C

DUTIES AND RESPONSIBILITIES OF TRUSTEES

1. The Trustees of the Fund shall be responsible for the maintenance of accurate records of its books and accounts in conformance with generally accepted accounting principles.

2. The Trustees of the Fund shall file in the Office of the City Comptroller within nine months after the close of the fiscal year used in maintaining the records of the Fund, a statement, to be known as the annual statement of the Fund, executed in duplicate, subscribed by its Trustee, or if there is more than one Trustee, then by at least two of such Trustees and affirmed by such Trustees as true under the penalties of perjury, showing its condition and affairs during such fiscal year. Such statement shall be in such form and contain such substantiation by vouchers and otherwise and such information as the City Comptroller shall from time to time prescribe. Nothing in this paragraph shall prohibit the filing by the Trustees of any statement or report, in the Office of the City Comptroller, in partial or full compliance with the terms of this paragraph, provided that such statement or report is required to be and has been filed with any other agency pursuant to any New York State or Federal Law and the City Comptroller consents in writing to such partial or full substitution.

The Fund shall be audited annually by a certified public accountant to be selected by the Trustees of the Fund and at the expense of the Fund. The results of such audits shall be submitted promptly to the Comptroller of the City of New York and such Fund shall be subject

to further audit by the Comptroller.

3. The Trustees of the Fund shall, annually, within nine months after the close of the fiscal year used in maintaining the records of the Fund, file a report with the City Comptroller, to be known as the Annual Report of the Fund, subscribed by its Trustee, or if there is more than one Trustee, then by at least two of such Trustees, and affirmed by such Trustees as true under the penalties of perjury, showing its condition and affairs during such fiscal year. Such annual report shall be kept on file at the principal office of the Trustees and a copy of such report shall be mailed to each covered employees. Any contract between the Fund and any insurance company, hospital, surgical or medical service plan providing benefits under such Fund, or with any corporate trustee or agent holding or administering all or part of such Fund, shall provide that within eight months after the end of each policy or fiscal year, such company, hospital, surgical or medical service plan, corporate trustee or agent will furnish to the Trustees of the Fund a statement of account setting forth such information relating to the Fund as the Trustees of the Fund may need in order to comply with the requirements of this Agreement. Nothing in this paragraph shall prohibit the filing by the Trustees of any statement or report in the Office of the City Comptroller, in partial or full compliance with the terms of this paragraph, provided that such statement or report is required to be and has been filed with any other agency pursuant to any New York State or Federal Law and the City Comptroller consents in writing to such partial or full substitution.

4. The Trustees of the Fund shall be responsible in a fiduciary capacity for all money, property or other assets received, managed or disbursed by them, or under their authority, on behalf of such Fund.

5. The Fund, the Union, each Trustee of the Fund, and every other officer

or employee of the Fund or of the Union is prohibited from receiving directly or indirectly any payment, commission, loan or other thing of value from any insurance company, insurance agent, insurance broker or any hospital, surgical, dental or medical service plan, or any corporate trustee or agent holding or administering any part of the Fund, in connection with the solicitation, sale, service or administration of a contract providing employee benefits for such Fund; and from receiving any payment, commission, loan, service or any other thing of value from such Fund; or which is charged agent such Fund, or would otherwise be payable to such Fund, either directly or indirectly, except that any such person may receive any employee benefits to which he is otherwise entitled, and any such Trustee or other officer or employee of the Fund may receive from such Fund reasonable compensation for necessary services and expenses rendered or incurred by him in connection with his official duties as such; provided that nothing contained in this subparagraph shall affect the payment of any dividend or rate credit or other adjustment due under the terms of any insurance or annuity contract.

6. The Trustees of the Fund are prohibited from employing or retaining or continuing to employ or retain any person if such employment or retention involves a conflict of interest which is not in the best interests of the Fund or adversely affects the interests of covered employees, provided, however, that the Trustees may require, authorize or approve any transaction otherwise prohibited by this subparagraph upon a finding, expressly set forth in the resolution requiring, authorizing or approving such transaction or transactions that the transaction or transactions promote or will promote the best interests of the Fund and do not or will not adversely affect the interest of the covered employees.

7 The Fund shall not pay any premium on a covering policy except by check payable to the insurance company directly.

8. No political contributions shall be made directly or indirectly from the Fund.

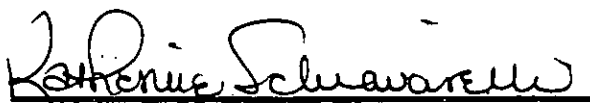
9. The trust agreement shall contain such other provisions as may be necessary or desirable to effectuate the purposes of this agreement.

10. The Trustees of the Fund shall file with the Board copies of any reports or statements that are required to be filed with the City Comptroller.

STATE OF NEW YORK)
)ss.:
COUNTY OF KINGS)


On this 21st day of March 1995, before me personally came and appeared BURTON SACKS, to me personally known, and known to me to be the Chief Executive for Monitoring and School Improvement of the City School District or the City of New York, the person described as such in and who as such executed the foregoing instrument, and he acknowledged to me that he executed same as Chancellor of the Board of Education of the City School District of the City of New York for the purposes therein mentioned.

KATHERINE SCHIAVARELLI
Notary Public, State of New York
No. 01SC 5320442
Qualified in Kings County
Commission Expires Nov. 15, 1995


Notary Public

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On this 16 day of Feb 1995, before me personally came and appeared ARTHUR CHELIOTES, to me known and known to me as the person who as such executed the above instrument, who being by me duly sworn, did for himself depose and say that he is the President of Local 1180, which executed the foregoing instrument in the name of said Union, and that he had authority to sign same, and he did duly acknowledge to me that he executed the same as the act and deed of the said Local 1180, Communications Workers of America, AFL-CIO, for the uses and purposes mentioned therein.


Notary Public
ELINA CALCANTE
Commissioner of Deeds
City of New York 2-1-95
Certificate filed in New York County
Commission Expires Dec. 19, 1995

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On this 27th day of FEB 1995, before me personally came and appeared JOSEPH DIESSO, to me known and known to me as the person who as such executed the above instrument, who, being duly sworn, did for herself depose and say that he is a Staff Representative of the Communications Worker of America, AFL-CIO, the Union described in and which executed the foregoing instrument in the name of said Union, and that he had authority to sign same, and he did duly acknowledge to me that he executed the same as the act and deed of the said Communications Workers of America, AFL-CIO, for the uses and purposes mentioned therein.



Notary Public

AMY S. YOUNG
Notary Public, State of New York
No. 02Y05032927
Qualified in Kings County
Comm. Expires September 6, 1996