



United Federation of Teachers  
*A Union of Professionals*

**UNITED FEDERATION  
OF TEACHERS**

*Chapter Leader  
Handbook*

## HOW TO USE THIS BOOK

This manual together with the contracts will be the most important tools you will use as chapter leader in carrying out your duties. In most cases, you will find the information you need in this manual or you will find a reference to where the material you seek is to be found.

We have tried to assemble, as fully and as accurately as possible, the information you need to do your job as chapter leader, particularly the information you need to evaluate grievances, prepare your cases, answer questions, help teachers or functional chapter members, and participate in education reform on the school level.

Following the introductory section, the material is arranged within sections for ready reference. The Table of Contents for each section will help you to find the proper reference quickly and will suggest cross-references.

Abbreviations have been used to give you the source and authority for the information contained herein.

<u>Abbreviations</u>	<u>Reference</u>
Agree.	Collective Bargaining Agreement (all contracts)
Memo. of Agree.	Memorandum of Agreement
By-Laws	By-Laws of the Department of Education (DOE)
Chanc. Regs.	Chancellor's Regulations
Gen. Cir.	General Circular of the Chancellor
Educ.	N.Y. State Education Law
Sp. Cir.	Special Circular of the Chancellor

These items are available on the UFT website for chapter leaders (<http://www.uft.org/login>). Department of Education documents are available on the DOE website <http://www.schools.nyc.gov>. Forms for the Division of Human Resources are available on the DOE's website <http://www.schools.nyc.gov>. In the "Site Search" box on the top right of the home page, type "forms", then press "enter."

When additions or corrections are necessary, you will receive new pages to insert. Please insert them immediately. You might also want to include articles from the New York Teacher in this manual.

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## THE UFT TEAM

The UFT is organized to serve all members of the collective bargaining units. It is at your service. You should be familiar with the broad range of support services offered by the Union and with your borough office where full-time staff, district representatives, and resource personnel can be reached. They have many years of experience; can answer questions; and will provide useful advice on how to handle problems within the schools. They are also available for speaking engagements at your school.

**UFT OFFICERS** are elected directly by the membership every three years. They oversee the functioning of the organization and implement policies adopted by the Executive Board and the Delegate Assembly. The officers also serve on the Negotiating Committee and bargain collectively for all members of the bargaining unit. They consult with the chancellor and other appropriate Department of Education (DOE) representatives on matters of educational policy and development. They visit schools, respond to members' problems and inquiries and bring to the public's attention vital matters concerning the schools.

**THE EXECUTIVE BOARD** is elected by the membership every three years. It sets policy subject to the approval of the Delegate Assembly.

The **DELEGATE ASSEMBLY** is the highest representative policy-making body of the UFT. It is composed of delegates who are elected directly by the membership in the schools and functional chapters in the ratio of one delegate for each 60 members. The chapter leader by virtue of the office also serves as a delegate.

**DISTRICT REPRESENTATIVES AND SPECIAL REPRESENTATIVES** provide service to all the members and chapter leaders in the schools for which they are responsible. They handle problems and grievances that cannot be resolved at the school level. The representatives are a valuable resource to the chapter leaders serving to receive and disseminate information. They can be reached at their respective borough offices.

**UFT BOROUGH OFFICES** are maintained in each borough to serve the members. Full-time staff as well as PM advisors are ready to assist chapter leaders and members in a variety of ways including educational issues; personnel matters; salary problems; pension consultations; workshops; health and safety matters; chapter building; grievances; summons for disciplinary hearings, etc. These services are coordinated by a **BOROUGH REPRESENTATIVE** who also acts as the UFT's chief political representative in the borough.

Some UFT members are organized into **Functional Chapters** because of their unique interests. The functional chapter members usually work under separate contracts and have their own elected leadership (e.g., guidance counselors, paraprofessionals, school secretaries, psychologists, etc.). They are, also, a vital part of the school's chapter and should be a welcome part of the UFT team.

The handbook generally covers pedagogues and paraprofessionals. Contract citations, unless otherwise indicated, are to the teacher contract.

## **YOU ARE ELECTED**

Thank you for taking on this important role in your school. As chapter leader, your job entails a great many things; but they can all be summed up in one word...**LEADERSHIP**. That is why you were elected. Your colleagues know that you can provide leadership and they will be looking for it.

Leadership is most effective when it is based on teamwork, the cooperation of the UFT offices, district representatives, chapter leaders, delegates and membership. Each has a vital role to play.

**THIS IS A BIG JOB, SO.....YOU'LL NEED HELP.** Take UFT weekend training courses for chapter leaders. They are invaluable. Chapter leader workshops offered during the school year are an opportunity to develop your skills.

### **THE RESPONSIBILITIES OF THE CHAPTER LEADER:**

When you ran for the office of chapter leader you were informed that your responsibilities would include:

Holding at least six regularly scheduled chapter meetings each year.

Forming a chapter consultation committee, meeting monthly with the committee and the principal, and reporting the results of the meeting to the chapter.

Representing all chapter members in informal resolutions of problems with the administration and in grievances.

Involving the chapter with the Union by advising members of meetings, programs and other activities.

Attending Delegate Assembly, district and city-wide chapter leader meetings, and divisional meetings where the concerns of the chapter can be transmitted.

Explaining VOTE/COPE to the members and collecting VOTE/COPE checkoff cards.

Explaining the Union's positions to the staff.

Providing for informal resolution of problems between members.

Serving as a resource for members about pensions, health coverage and other matters.

Producing a chapter newsletter and maintaining the UFT bulletin board.

Working with the district representative and other Union representatives.

Inviting Union speakers into school regularly, officers, staff, district representative, Welfare Fund speakers and pension experts.

Contacting and lobbying politicians.

Registering members to vote.

Working with parent groups.

Taking the lead in seeking to ensure that the health, welfare and rights of members are protected.

Disseminating UFT materials via members' mailboxes.

Conducting letter-writing campaigns and other Union activities.

Attending training sessions to serve the members better.

Distributing Welfare Fund forms.

Protecting confidentiality of all members.

Involving newer members and members of functional chapters in the life of the school chapter.

Ensuring that the negotiated contracts are enforced and implemented at the school level, and that UFT members' rights and benefits are protected.

Leading the chapter in discussion, development and implementation of educational policies in the school in accordance with Union policy.

You are the chapter's historian. It is important that you keep records that need to be handed down.

## RIGHTS OF THE CHAPTER LEADER

### Access to Information: (See Agree. Art. 19J and Art. 8C)

All official circulars must be posted on school bulletin boards by the administration and must be made available to teachers on request. These circulars and regulations are usually available online. The UFT bulletin board should not be used for this purpose unless the chapter leader wants to post a particular item on it.

Information regarding the rotating of assignments or seniority in the school must be made available by the principal upon the request of a teacher.

A copy of the current teaching and non-teaching assignments must be posted in each school and must also be given to the chapter leader.

The chapter leader must be given access to such school information as is needed to perform his/her duties including copies of school budget allocations, records of funds raised by the school and audits of school monies; teacher programs; room assignments; and allocations of non-teaching time.

### Official Time to Represent: (See Agree. Art. 19B)

Chapter leaders shall be allowed time per week as follows for the investigation of grievances and for other appropriate activities relating to the administration of the Agreement and to the duties of their office:

In the elementary schools, four additional unassigned periods per week;

In the junior high schools and in the high schools, relief from professional activity periods, and exemption from administrative assignments;

In special education schools, buildings and sites formerly known as special day schools, day treatment centers and institutional settings, two additional preparation periods are to be given;

The chapter leader of the Teachers Assigned, Education Administrators, Education Analysts/Officers Chapter shall be allowed one day per week for appropriate Union activities;

No member may engage in Union activities during time assigned to teaching or other duties, except for the Union's negotiating committee.

### Appropriate Space and Facilities: (See Agree. Art. 19B)

The principal in consultation with the chapter leader will arrange to provide appropriate space and facilities (including but not limited to a desk, file and chairs.)

## **BUILDING A STRONG CHAPTER**

### **THIS IS A BIG JOB, SO...YOU'LL NEED HELP.**

#### **INVOLVING THE MEMBERSHIP:**

##### **GETTING OTHERS TO HELP YOU – TEAMWORK MAKES YOUR CHAPTER GROW**

The secret of running a good chapter is plenty of participation. Your members need it. Many of them cannot go to meetings, or become active otherwise, but they will want to help build our Union in the school.

The best way to involve people is to distribute responsibilities. Here are some of the jobs which can be handled by chapter members in the schools.

**Department, Grade or Floor Representatives** – Each department, grade or area in your building should have a designated UFT representative. The representative's job is to remind people about meetings; be of service to the members on that floor; disseminate information and, in general, be of assistance to the chapter leader.

**Telephone/Email Relay** – You may need to reach members at home. Set up a relay system whereby each member can receive vital information and the burden of notification is divided among members of the chapter.

**Social Life Representative** – Chapter life is enhanced when someone plans socials for the chapter; sends cards to members on special occasions; gets members to participate in UFT social activities.

**COPE/Legislative Representative** – Organizes letter-writing campaigns and lobbying efforts for important bills affecting teacher welfare. Keeps school informed on legislative matters. Distributes COPE literature and educates members as to importance of participation.

**Editor** – The best UFT chapters publish a school UFT newspaper. This is an excellent way to keep chapter morale high and to inform and recognize membership. Obtain samples of other school newsletters as guidelines for your own. Involve artistic members in the design and good writers for articles. Include reports on consultations, reminders and items from the UFT Leader, the newsletter for chapter leaders.

**Delegates** – The Delegate Assembly is the highest policy-making body in the UFT. You and your delegates should attend every DA and report to members. Remember that functional chapter members elect their own delegates. School elections are held every three years in May or June for September office. (UFT Constitution: Article VII-3)

**Secretary** – The chapter will need a good secretary and a treasurer so that the actions and meetings of your chapter may be recorded, and chapter dues can be collected.

**Consultation Committee** – All chapters should have a formal consultation committee set up to meet with the principal. It may be a formal committee elected by the chapter—or a group chosen by the chapter leader, who has discretion in this matter. You should, however, have some organized group to meet with the principal in order to show your strength and the support of the chapter.

At the beginning you might have difficulty enlisting assistance from members of your chapter. Keep after them, the chapter leader's job is one that cannot be done alone.

**New Members** – Early in the school year make an effort to personally greet each new staff member in your school. Ascertain if the person is a member.

Non-members can join online or they can complete dues checkoff cards and give them to you. You can forward them to the Membership Department at 52 Broadway. Especially important: Check with new staff members to make sure they have filed an application for salary step placement; for any salary differential and prior salary credit they are entitled to. Ask your district representative or borough office for UFT literature for new members, and for help in recruiting new members if you are having a problem.

Advise new members that they should sign up for a health program. Workshops for new teachers are held in each UFT borough office early in the fall. Ask them to sign a COPE card and explain why it is in their best interest.

#### **HOLDING A CHAPTER MEETING:**

**Before the Meeting** – Select the day and the time that is most convenient. You may meet before or after school or during the lunch period. The principal must assign a place at your request. (Agree. Art. 19G)

**Holding a Monthly Meeting** – Many teachers and other members do not know what the Union is doing. They may not know of our court victories, legislative action, committee work **BUT** they will know that the UFT members are meeting in the school. They will respect the time, effort and energy given by the UFT members. They will attend these meetings when they have problems of interest to them. Make sure there is plenty of advance notice and plenty of publicity. Use UFT bulletin boards and leave a personal invitation in every UFTer's letter box including that of the counselors, secretaries, paraprofessionals, etc.

Arrange for a last-minute reminder by note, or in person by a designated representative.

Advertise the topic, or main topic of the meeting, e.g., letter-writing campaigns, legislation, specific bill, outside speaker, etc. Prepare an agenda for the meeting. (See Model)

## **MODEL NOTICE OF CHAPTER MEETING**

Dear Chapter Members:

There will be a Chapter Meeting on:

Date: October 1, 200\_

Time: 12:00 Noon – 1:00 PM

Place: Staff Cafeteria

### **A G E N D A**

- I. Reports from the Chapter Leader, Delegate, and UFT Committee Liaisons
- II. Minutes of the UFT Consultation Committee Meeting with the principal of September 28, 200\_ (to be distributed)
- III. New Business:
  - A. Suggestions for October's Consultation Meeting
  - B. School Safety
  - C. New Teacher Outreach
  - D. Miscellaneous

Bring your lunch; coffee and cake will be served.

I am looking forward to seeing you there.

A. Feiter  
Chapter Leader

At the meeting you may want to include the following:

Introduce new members and guests.

Read minutes of previous meeting.

Hear reports from members who have attended Delegate Assembly and UFT committee meetings.

Discuss last month's consultation meeting with the principal and ask for new items for the next consultation.

Proceed to the main items on the agenda.

Leave time for items which members may wish to add to the agenda.

Announce date and time for the next meeting...establish committees to work on unresolved problems.

### **REMEMBER – YOU ARE NOT ALONE:**

Union Officers and Staff are ready and able to visit many schools throughout the school year to speak at chapter meetings.

**President's Office** – Randi Weingarten or one of her highly informed staff members will visit your school to discuss current topics.

**Vice Presidents** – (Arrange through individual vice-president's office) The vice president from the elementary level; intermediate and junior high school level; academic or vocational high school level and special education will visit your school and speak on a variety of subjects.

**Other Officers** – (Arrange through individual officer) Feel free to invite any office to speak at meetings in your school.

**District Representatives/Special Representatives** – (Arrange through the UFT borough office) You should invite your district/special representatives to speak at a chapter meeting during the year. He/she can also make himself/herself available for informal visits to meet with small groups. Your district/special representative can also be invited to meet teachers individually to discuss current issues and problems.

**Borough Representatives** – (Arrange through your borough office) Your borough representative can also visit your school for general visits, or respond to specific situations.

**Paraprofessionals** – (Arrange through the Paraprofessional Chapter) One of the leaders of the Paraprofessional Chapter will be happy to come to your school and speak about current Union issues. Other members are always welcome to sit in on these meetings.

**Special Education** – (Arrange through the UFT Special Education Department) A member of the Special Education Department will discuss with your faculty any phase of special education from the point of view of the special education teacher and/or the regular teacher.

**Pension Speaker** – (Arrange through your borough office) A pension speaker will visit your school to explain the differences in the pension system and the Union's action plan in regard to pension legislation.

**UFT Welfare Fund Speakers Bureau** – (Write Program Coordinator, UFT Welfare Fund) A UFT retiree member will provide a slide presentation to your staff, outlining the basic health programs and benefits available through the UFT Welfare Fund.

**Dial-A-Teacher** – (Write UFT, Dial-A-Teacher) You can have someone from Dial-A-Teacher visit your school to discuss this exciting homework assistance program or help with parent outreach.

**COPE – Committee on Political Education** – (Arrange through your borough office) Have a COPE representative visit your school to explain where your COPE dollars are spent and why.

**Communications** – (Arrange through the Communications Department) Have a representative from our Communications Department explain how we educate the public on various issues through media relations and advertising.

**Political Action, Grievance Information, Personnel Policies, Parent Participation**, as well as any other topic, can be covered by one of our staff members at a meeting.

**Reminder:** Speakers should be invited to address chapter meetings, but not every meeting should be turned over to an invited speaker since the chapter needs time to consider its own problems and initiatives.

## **COMMUNICATIONS:**

To be an effective chapter leader you must communicate with the chapter. The best way to do this is to hold regular chapter meetings and to be sure they are interesting and well attended. In addition:

**Publish a Chapter “Newsletter”** – As chapter leader, you should issue a newsletter as frequently as your school's situation requires. A newsletter which includes items about activities in your school as well as general issues will be read by everyone.

**Timely Issues** – A homemade campaign in the school often succeeds where other techniques fail. Whenever there is a legislative, court or bargaining fight inform your members. Invite members to ask you questions. Invite the chapter to join in order to help attain future victories. Personally approach members who are directly affected by the issues.

**Use Bulletin Boards** – Every school must have a bulletin board reserved in an accessible place for the UFT. (Agree. Art. 19F) Make sure that every time a colleague looks at one of these boards, a glance will show up to date information about the Union's activities and victories.

**Hold Monthly Consultation Meetings with the Principal** – Improvements in your school are up to you, and your members. The principal must meet monthly with a UFT consultation committee to discuss matters of school policy and implementation of the contract. (Agree. Art. 19H) The UFT chapter should decide how it wishes the school procedures and routines to be changed and give guidance to the committee which meets with the principal. Minutes of these meetings should be made available to the chapter members preferably through the chapter newsletter or at chapter meetings.

Distribute and post all UFT materials to your staff as soon as you receive them. You have a right to place Union materials in letterboxes and on the UFT bulletin board.

After you attend UFT meetings report UFT activities to your chapter.

Promote the UFT by explaining actions it is taking and talking up victories as you learn about them from reliable sources.

The chapter leader's first source of support is the district representative and the UFT borough office. Chapter leaders should not call Central Headquarters before contacting their district representative, otherwise that may lead to duplication of effort and a breakdown in communication. IF IT IS CLEARLY AN EMERGENCY and for some reason you cannot get assistance from your borough office, and the matter cannot wait, then by all means call and identify yourself as a chapter leader.

**Hold Social Events** – In school or outside, the chapter social affair is one of the best ways of building your chapter. Socials should be socials—a way to get together informally. Have plenty of literature and applications available for those who want them, but save the speeches for regular meetings.

#### **POLITICAL ACTION/LEGISLATION:**

The legislative campaign is vitally important. Since education is a state function, rights we may win through collective bargaining may be weakened or nullified by legislation.

Every chapter should have a committee which will visit local legislators and push the UFT program. Legislators should be invited to a lunchtime chapter meeting to exchange views on proposed legislation.

#### **PREPARE FOR THE CAMPAIGN**

Elect or appoint a COPE/legislative representative for the chapter, with a committee of assistants arranged so that there is one person to cover each floor, department or lunch period, to distribute paper and directions, and collect completed letters. In addition, the committee members should solicit COPE checkoff cards.

Give mail and flyers dealing with legislation to the legislative representative and his/her committee.

Use UFT instructions to address letters to the chairman of the committee considering the bill in each house, to legislators from each member's home district, and to key people as directed by the UFT.

Always identify bills by the Assembly Introductory Number (A.I.) or Senate Introductory Number (S.I.).

Keep letters short, to the point and personal. Provide sample letters. AVOID FORM LETTERS.

Create a routine for writing letters. Devote one lunch period to it, or set up a legislative corner with stationery and directions in the faculty lounges and workrooms. Have all the completed letters mailed by the school legislative committee. Have members initial an organization sheet left at the legislative corner.

## **COPE**

A critical responsibility is the collection of COPE payroll deduction cards from each member. COPE is an acronym for Committee On Political Education. COPE is the Union's political action arm. UFT members make voluntary contributions to COPE so that the Union can make political contributions to candidates who share our concerns about education, human rights and labor issues. Members need to fill out only one card one time in their career. If they are returning from a leave, they should check their payroll stub to see if deductions are being made.

In addition to the cards and the money they represent, it is also necessary to encourage volunteers for the UFT's telephone banks and other political activities.

## **UFT ENDORSEMENT**

For local races—Mayor, City Council, Borough President, District Attorney—recommendations are made to the UFT Executive Board and Delegate Assembly.

For statewide and national races, recommendations are made to the NYSUT Board of Directors.

Generally, new people running for office are screened at the borough, district or city level. Incumbents' voting records are very carefully scrutinized, as well as their activities in their home districts.

## **CREATING PARENT SUPPORT:**

**Meet and Confer with the Parent Association** – Parents of your school can be strong allies. Reach out to the leaders of the P.A. Alert them to your chapter's priorities and program when appropriate and advisable.

The chapter leader should confer with P.A. leaders on issues such as school-based management, safety and improvement of school-wide programs.

Parents would also be interested in learning more about worthwhile UFT-sponsored programs and materials such as Dial-A-Teacher and the UFT Scholarship Program.

## **CONTRACT ENFORCEMENT/CONFLICT RESOLUTION:**

**Your Job Is Multifold** – In addition to your work in building the chapter and organizing your school, you have an important role in resolving grievances and enforcing various contracts. It is important that you deal with situations in the school in such a way as to convince your members that the UFT is concerned about their professional welfare, and that it stands ready and able to help them.

One of the purposes of the grievance procedure is to secure the satisfactory resolution of disputes. That is why the UFT places so much stress on the "conference" rather than

the “hearing” as a step in the procedure. This is by no means merely a semantic difference. It is a frank recognition that there must be free communication and mutuality of striving in order to reach such resolutions.

**A WORD OF CAUTION** – Don’t let personal likes and dislikes influence your decisions. Always keep in mind the need for unity in the chapter. If a problem seems likely to arouse dissension within the chapter, try to handle it so as to secure a consensus rather than a simple majority. Seek assistance from your district representative if you need it.

### **CHAPTER ELECTIONS AND REFERENDA**

There are a variety of elections that may be conducted in your school under your direction. The procedures for properly running those elections are contained in the booklet *How To Run A Chapter Election* which is available online at [uft.org/login](http://uft.org/login) and should be carefully reviewed to ensure a result that fairly expresses the will of the chapter. Following are the vote percentages required for the various referenda.

<b>Elections/Referenda</b>	<b>Source</b>	<b>Required</b>	<b>Who May Vote</b>
Election of Chapter Leader	<i>UFT Notice of Election</i>	Most votes	All <b>UFT</b> members
Election of School Delegate	<i>UFT Notice of Election</i>	Most votes	Only <b>UFT</b> teachers
Election of Paraprofessional Delegate	<i>UFT Notice of Election</i>	Most votes	Only <b>UFT</b> Paraprofessionals
School Leadership Teams	Chancellor's Regulation	Most votes	Any member of the Bargaining Unit
C-30 Elections	Chancellor's Regulation C-30	Most votes	Any member of the Bargaining Unit
School-Wide Projects Referenda	Department of Education (DOE) Memoranda #23 1997-1998	Sixty percent (60%)	Any member of the Bargaining Unit
Referenda to determine a 7 or 8 Period Day	Circular 6R 1998-1999	Fifty-five percent (55%)	Any member of the Bargaining Unit
Referenda for School Based Options	Contract Article 8B	Fifty-five percent (55%)	All <b>UFT</b> members
Referenda for Compensatory-Time Positions and Cluster Positions	Contract Articles 7A3, 7B3, 7C2	Fifty-five percent (55%)	All <b>UFT</b> members

Please be aware that failure to adhere to procedures can lead to challenges of the election results. If sustained, these challenges can overturn those results. For this reason, it is important that procedures be followed as carefully as possible.

## EDUCATION REFORM

Education reform, shared decision-making, teacher empowerment or whatever terminology is used can only take place in a school where the chapter is strong. The contract provides the means of beginning this process. Professional conciliation (Agree. Art. 24), School Based Options (Agree. Art. 8B), etc.

Remember that you must lead the chapter in the discussion, development and implementation of these initiatives. Your district representative and other Union resources personnel are there to provide assistance.

### **UFT Chapter Leader Training and Workshops**

The UFT knows how difficult your job is. It has, therefore, developed an excellent three-part chapter leading training program which is offered on weekends. Information is mailed directly to you.

### **A FINAL WORD...**

#### **You're the Vital Link**

As you take on this important role, you become one link in a long chain of chapter leaders who have built our Union. You stand on the solid foundation of their achievements and you will add your own.

But there will also be times when everything seems to be going wrong—when it will be tough to get others to cooperate, and when you question whether all of your efforts are worthwhile.

When this happens, remember you are not alone. You're part of the UFT team. First, it is important to know that this happens to everybody. There are times when little effort produces great results; there are other times when the greatest of efforts yields very little. Secondly, even the most energetic UFT leaders have to relax once in a while. It's just impossible to keep going at top speed without feeling it. Finally, when things start going wrong, it's probably time to talk to other chapter leaders, your district representative or our representatives at the office. They may have solutions to some of the problems which you are facing.

Also, the time may come when you are no longer chapter leader. When this happens, you can be proud that through your leadership, other members have been prepared for leadership roles. The new chapter leader will need help and you will be in the best position to give it. Please pass this book on to the new chapter leader.

**ABOVE ALL:**

UFTers are always so busy...so busy that we rarely take time out to tell our chapter leaders what a fine job they are doing. So, let us say again **THANK YOU** here for the fine leadership you are giving.

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## MEMBERSHIP BENEFITS

### HEALTH, WELFARE AND UNION BENEFITS—AN OVERVIEW

The UFT, as part of a coalition of city unions, negotiates with the City of New York basic health insurance coverage for all its members and their covered dependents. The City pays the premiums directly to the insurance carrier selected by each member. The health plans cover doctor and hospital bills and the same choice of coverage applies for all city employees.

The UFT also negotiates a DOE payment to the UFT Welfare Fund which provides additional benefits to members and their covered dependents. These include a prescription drug plan; a dental plan; an optical plan; and various supplementary benefits. Each member should enroll in the Welfare Fund by completing the UFT Welfare Enrollment Form, also available online at [www.uft.org](http://www.uft.org).

The City of New York and the carriers provide materials detailing all the provisions of each of the health plans. In addition, the UFT prints a chart in the New York Teacher enabling members to compare the different services available. These publications are distributed to the members during the open enrollment period each fall.

#### **UFT Welfare Fund Benefits:**

Details of the Welfare Fund benefits can be found on the UFT website. Welfare Fund benefits apply to all members except occasional per diem teachers, substitute paraprofessionals, F-status teachers who work less than two and one-half days per week, and those on leave (unpaid) other than for medical reasons.

#### **Union Benefits:**

In addition to the health and welfare fund benefits the UFT along with NYSUT and the AFT offers a variety of benefits to the members. Some of them are described below:

#### **ACCIDENT AND SICKNESS DISABILITY PLAN (Welfare Fund)**

This benefit provides income to disabled members after sick leave has been exhausted. The benefits are \$275.00 per week for a maximum of 28 weeks except for paraprofessionals and other groups within similar salary range. Their benefits are \$175.00 per week for a maximum of 28 weeks. (See Leaves of Absence section)

## **AFT BENEFITS**

You are also eligible to receive benefits from the American Federation of Teachers (AFT). The AFT member benefits program includes a credit card with low interest rates and no annual fee, home mortgage financing, discount magazine subscriptions and many additional benefits. For further information on these or any other AFT benefit, contact the AFT at 555 New Jersey Avenue, NW, Washington, DC 20001, or telephone 800-238-1133.

## **BURIAL PLOTS (UFT Benefit)**

Members can still buy burial plots at a discount rate in Putnam Valley's Rose Hills Memorial Park, a non-sectarian cemetery. (Contact UFT Accounting Department)

## **COBRA**

Congress enacted the COBRA Law which requires the City offer employees and their families the opportunity for a temporary continuation of Health and Welfare Fund benefits which also includes optional benefit riders.

<u>Eligibility</u>	<u>Duration of Coverage</u>
1. Employee Termination (Includes unpaid leaves of absence)	Maximum of 18 months
2. Spouse of Employee a. Death of employee b. Divorce or legal separation c. Employee becomes eligible for Medicare d. Termination of employee	Maximum of 36 months
	Maximum of 18 months
3. Dependents of Employee a. Death of parent b. Parents' divorce or separation c. Reaches age 19 or terminates full-time student status d. Termination of employee	Maximum of 36 months
	Maximum of 18 months

If a member is currently on SLOAC, COBRA must be offered at the end of the SLOAC period. (See Leaves of Absence section)

The member should submit the COBRA application at least 30 days prior to SLOAC expiration.

The Welfare Fund should be contacted daily for COBRA premium rates and options.

## **COORDINATED COVERAGE (Welfare Fund)**

Spouses who are also covered by the UFT Welfare Fund can coordinate their dental and optical coverage for greater benefits.

## **DIRECT ACCESS DENTAL AND PRESCRIPTION DRUG PLAN**

These plans were designed to provide access to dental and prescription benefits for those members and their families who are not covered by the Welfare Fund.

Express Scripts	800-467-2006
Direct Access Dental-SIDS	718-204-7172 Ext. 5508
	516-396-5508

## **DOMESTIC PARTNER BENEFITS**

Domestic partners are two persons of the same or opposite gender that meet the following criteria: either both persons are residents of NYC or at least one partner is employed by the city; both persons are 18 years of age or older; neither of the persons is married; neither of the persons is party to another domestic partnership or has been a party to another domestic partnership within the previous six months; the persons are not related to each other by blood in a manner that would bar their marriage in New York; and the persons have a close and committed personal relationship, live together and have been living together on a continuous basis.

The City of New York offers health insurance coverage and Bereavement Leave for employees who meet domestic partner eligibility requirements.

Additionally, the UFT Welfare Fund provides benefits for those who have met the city's eligibility requirements.

For detailed information, members can contact the DOE's Office of Health and Welfare at 718-935-2312.

## **FLEXIBLE SPENDING ACCOUNTS**

Members can participate annually in both the Dependent Care Assistance Program (DECAP) and the Health Care Flexible Spending Account (HCFSAs).

In both of these plans, members reduce their taxable income, which saves on medical costs but may affect TDA contributions.

Members may contact the administrative office of the Flexible Spending Account Program at 212-306-7760 for further information.

**NYSUT MEMBER BENEFITS PROGRAMS** For information, applications and brochures, call our direct toll-free number: 800-626-8101. Fees are reduced by payroll deduction for most of these programs.

**Life Insurance:**

You and your spouse can purchase up to \$500,000 of term life insurance at extremely low premiums. Dependent child coverage can be added. Accelerated benefit available for terminally ill insured.

**Disability Insurance:**

Make sure your income continues if you are unable to work because of illness or injury. You may purchase tax-free benefits of up to \$5,000 a month depending on your salary.

**Legal Service Plan:**

You and your family are guaranteed expert legal assistance at discounted rates. Optional business protection rider can be added. Plan is available to residents of New York, New Jersey, Connecticut and, for retirees, Florida.

**\$2,000,000 Catastrophe Major Medical Plan:**

This insurance supplements basic health insurance, including Medicare, and protects against the disastrous financial impact of serious illness or injury. Some nursing home benefits are included.

**Long-Term Care Plan:**

This is one of the most flexible plans available. Plan options, including one for the New York State/Public-Private Partnership Program, allow choices for specific coverages. Secure your future, protect your assets and make your own decisions regarding your long-term care.

**Personal Lines Insurance:**

Automobile, Homeowners/Renters, Boat, Personal Excess Liability and other insurances are provided at competitive rates. Various discounts are available.

**Car Rental Discounts:**

Major rent-a-car firms provide national and international discounts to NYSUT on daily, weekend and weekly rental rates for passenger cars. Call NYSUT Member Benefits program for information (800-626-8101).

### **Free Accident Insurance:**

Members and agency fee payers to the Union are insured for up to \$1,500 in the event of death or dismemberment caused by accidental injuries. This coverage is provided without cost to the insured and is continuous as long as membership or agency fee status is maintained. Notices of claims should be sent to NYSUT Member Benefits, Box 15-008, Albany, NY 12212-5008.

### **WHAT TO DO WHEN A MEMBER DIES (Death Benefits)**

#### **In General:**

The estate of a teacher who dies during the school year shall receive pro-rata summer pay. If the teacher dies during the summer vacation, the estate is entitled to payment of the entire salary up to the opening of school. This does not apply to those teachers in Tier I who have died after becoming eligible to retire pursuant to Section 20-410 of the Administrative Code of the City of New York. Application should be made to the Office of Business Affairs.

The estate of a teacher who dies shall receive termination pay on a basis of one-half of up to 200 days of unused sick leave. This does not apply to those teachers in Tier I who have died after becoming eligible to retire pursuant to Section 13-545 of the Administrative Code of the City of New York. Application should be made to the Office of Business Affairs.

The family should inform the NYC Teachers' Retirement System of the death and include a copy of the death certificate. The Retirement System will inform the surviving beneficiaries of the benefits due them. Please include member's Social Security number and Teachers' Retirement System membership number.

Send the UFT Welfare Fund similar information. An insurance benefit will be due the surviving beneficiary.

1. All NYSUT members have a \$1,500 Accidental Death and Dismemberment policy. The family should send a note to the following address for a claim form:

Members Benefits  
NYSUT  
800 Troy-Schenectady Road  
Albany, NY 12110-2455

OR

Call NYSUT  
800-626-8101

When they receive the form, they will need a certified death certificate.

2. All eligible active UFT members, in addition to the above, have a \$30,000 decreasing term life insurance policy.

<u>Age</u>	<u>Amount</u>
Under 40	\$30,000
40-44	\$20,000
45-49	\$15,000
50-54	\$ 9,000
55-59	\$ 6,000
60-64	\$ 4,000
65-69	\$ 2,500
70 and older	\$ 1,600

The family should write to the UFT Welfare Fund, 52 Broadway, New York, NY 10004, and ask for a form. Again, they will need a certified copy of the death certificate when the form is filled out.

3. In addition, all teachers, secretaries, guidance counselors, etc. (pedagogues) have a death benefit as part of our pension system.
4. All paraprofessionals whether or not they belong to the TRS are covered by a straight \$2,500 death benefit from the UFT. To claim this benefit, the family should write to the UFT Accounting Department.
5. Many of our members have taken out life insurance policies through NYSUT. If there is any chance that the member might have had a life insurance policy, the family should write to NYSUT requesting the information and ask whether or not a policy was in effect. When writing to any of the above areas, the exact date of death should be given.

Finally, when a member of the Union passes away, please notify your district representative.

6. Summary of relevant addresses and agencies to notify:
  - a. UFT Membership Department  
52 Broadway  
New York, NY 10004
  - b. UFT Welfare Fund  
52 Broadway  
New York, NY 10004
  - c. Teachers' Retirement System  
55 Water Street  
New York, NY 10041
  - d. The School Secretary

The medical and hospitalization plan telephone numbers are:

Aetna U.S. Healthcare (HMO).....	800-445-8742
Aetna U.S. Healthcare Quality Point of Service.....	800-445-8742
Express Scripts.....	866-469-8362
Express Scripts – Mail Order.....	866-469-8362
Cigna Healthcare.....	800-832-3211
Cigna Healthcare (Residents in New Jersey).....	800-462-6633
Empire EPO/HMO.....	800-767-8672
Empire Blue Cross/Hospital Plan.....	800-433-9592
GHI.....	212-501-4GHI
GHI/HMO Select.....	877-244-4466
Health and Welfare Services of the DOE.....	718-935-2312
Healthline (In-Service & Retirees).....	800-521-9574
HIP Prime POS.....	800-447-1758
HIP Prime.....	800-HIP-TALK
HIP HMO (Emergency after Hours).....	800-HIP-HELP
Medicare Part B Reimbursement.....	212-513-0470
NYC Employees Health Benefit Retiree Program.....	212-513-0470
S.H.I.P.....	212-228-9060

- e. NYSUT/AFT Life Insurance Plans
- f. The Social Security Office
- g. Credit Card companies
- h. Motor Vehicle Department
- i. Magazine subscriptions
- j. Post Office
- k. Other insurance companies
- l. Also, see UFT Welfare Fund website at [UFT.org](http://UFT.org)
- m. For an obituary in the New York Teacher, send the text to:

New York Teacher  
52 Broadway  
New York, NY 10004

- n. Office of Business Affairs  
Department of Education (DOE)  
65 Court Street  
Brooklyn, NY 11201

## MEMBERSHIP SERVICES

The UFT provides extensive services for its members. Some of these services are listed below.

**COMMITTEES** provide an opportunity for members to participate in a variety of social, recreational, cultural and professional activities. Members are urged to join a committee. (Information can be found in the New York Teacher.)

The UFT **COMMUNICATIONS DEPARTMENT** develops positive public relations campaigns to keep the public aware of the Union's commitment to excellence. It also develops a series of newsletters for distribution to the chapter leaders and the members.

The UFT offers members access to a UFT **LIBRARY** which is stocked with books, newspapers, journals and videotapes on labor, education and the Union's history.

**LEGAL CONSULTATION:** The UFT has made arrangements for legal consultation at no cost to the members on the issues of social security disability; medical arbitration and Intent to Sue (Notice of Claim). Contact the borough office for further information.

**THE NEW TEACHER OUTREACH:** The Union celebrates its newest members by offering them professional support and growth through courses, workshops, consultations and publications.

The **NEW YORK TEACHER** and other publications (the Para Scope; the school secretaries' "Relay"; district UFT newsletters, etc.) keep the members informed.

**QUALITY EDUCATION STANDARDS IN TEACHING (QUEST)** is a major AFT educational conference held every other year during the summer. This conference provides an opportunity to gain a deeper understanding on key professional issues.

**READY OR NOT** is a program designed for members who are contemplating retirement. This program is conducted each fall and spring in the borough offices. (Information can be found in the New York Teacher.)

**UFT TRAVEL, ACTIVITIES AND CONVENTIONS:** This Department arranges interesting and fun-filled activities designed for the members. A detailed description of events appears in each edition of the New York Teacher.

**VICTIM SUPPORT PROGRAM:** This program is a joint venture between the Union and the Department (DOE). It provides practical assistance and psychological support to staff members who are victims of school-related assaults and other incidents.

**WORKSHOPS** in the areas of sabbaticals, licensure, health and welfare, pension, etc. are offered in the borough offices and information can be found in the New York Teacher.

## MEMBERS' RIGHTS

### How to read this section:

This section is arranged alphabetically. It reviews and explains contractual provisions, Department of Education (DOE) practice and policy, and pertinent legal matters which may not be covered in other sections and which affect the working conditions of our members. Be aware of newly-issued Chancellor's Regulations and Memoranda since they may affect information in this Handbook.

References made to the contract, other sections of this Handbook and other articles within the Members' Rights section are indicated as such:

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## MEMBERS' RIGHTS

### ABSENCES:

#### **Absence Due to Illness and Personal Business Days:** (See Agree. Art. 16)

Pedagogues on regular appointment shall be granted absence refunds for illness on application, without a statement from a physician, for a total of no more than 10 days in any school year. *Pedagogues will be allowed to use three of such 10 days of sick leave for personal business* provided that reasonable advance notice is given to the head of the school. Days off for personal business are intended to be used only for personal business which cannot be conducted on other than a school day and during other than school hours. If a supervisor suspects an abuse of the above, he/she may investigate and attempt to deny payment if he/she finds that the pedagogue was not really ill or did not require a personal business day to take care of a matter which could have been handled outside of school hours. The minimum charge against the cumulative absence reserve (C.A.R.), in the case of time taken for personal business, is one day. A pedagogue may not submit an application for excuse of absence with pay due to personal business for less than one day.

Regular substitute pedagogues shall be granted an absence refund for illness upon application without a statement from a physician, for no more than five school days in one term. However, regular substitute pedagogues who serve two terms in one school year shall be granted a total of no more than ten such absences refunded during the two terms, three of which may be used for personal business which cannot be conducted on other than a school day and during other than school hours.

Sick leave privileges shall extend to the taking of *annual physical checkups* or the taking of *annual laboratory tests*. Such absences shall be limited to one day in each school year and shall be deducted from the C.A.R.

Pedagogues serving in school shall not suffer loss of days from the C.A.R. for absence due to illness from the following *children's diseases*: rubella (measles), epidemic parotitis (mumps) and varicella (chicken pox). It is understood that this paragraph does not apply to rubella (German measles).

Teachers who contract Hepatitis B as a result of working with children who have been evaluated as presenting a substantial risk of acting out behavior will not suffer loss of sick bank days.

Employees who are absent due to an allergic or positive reaction from a Department of Education (DOE) mandated *skin test* shall not suffer loss of sick bank days.

Teachers of Technology Education, Trade Teachers, Department of Education (DOE) Nurses, Therapists, Paraprofessionals and Lab Specialists are covered by Workers' Compensation. These members may receive full pay for the first five days of absence resulting from injury which they claim was sustained in the course of their employment. Subject to the limitations of the Workers' Compensation Law, such absence may be charged against sick leave reserve if the member submits a doctor's certificate as required under the By-Laws of the DOE. (See Workers' Compensation)

All persons who participate in a grievance conference that is held during the school day shall be excused with pay.

Any participant who has been invited to appear before a DOE Committee hearing shall be excused with pay. (DOE By-Laws)

Pedagogues whose absence from their day school positions is excused with pay for illness **MAY NOT SERVE IN AFTER SCHOOL PROGRAMS ON THE SAME DAY**. This does not apply to absence for other causes excused with pay.

**Absence Excused With Full Pay – Regular appointees and regular substitutes (Non-Attendance):**

Teachers having an instructional program who are called for a full day *professional conference* to the office of a DOE official outside the school shall be relieved by a per-diem substitute. (Agree. Art. 7N)

Substitutes will be hired to allow an average of four teachers per school year/per year to *visit other schools and to attend Education Conferences* (Agree. Art. 7N)

*Death in immediate family*, i.e. parent, child, sibling, grandparent, grandchild, spouse or domestic partner, parent of spouse or domestic partner, or any relative or step-relative of staff member, spouse or domestic partner residing in the member's personal household. The day of death plus the next three calendar days (excluding weekends and holidays but not beyond the ninth calendar day from the day of death) is allowed and the superintendent may grant additional time.

Attendance at the funeral of a school associate, a spouse or domestic partner, brother, sister, daughter, son, niece, nephew, aunt or uncle who is not a member of the pedagogue's household. (Not more than one day.)

A paraprofessional will be excused for absence not to exceed four working sessions in the case of death in the immediate family, which is defined as parent, child, brother, sister, grandparent, grandchild, husband, wife or parent of husband or wife or any relative residing in the employee's household.

Court Appearances or before a public board or officer, provided it is on account of Department of Education business, or under subpoena as a witness in a case in which neither the teacher nor any relative has a financial or "personal" interest, and provided that such appearance is not required by any "voluntary act" on the part of the teacher. (DOE By-Laws)

Absence for one day to receive a degree or attend a *graduation* of son, daughter, spouse or domestic partner. If graduation is set at a distant place, three days may be allowed, with prior approval of the principal and superintendent. (DOE By-Laws) This does not apply to graduations from elementary school.

Attendance at education conferences, meetings or conventions for a variable number of days, provided the teacher is a delegate, auditor or a participant at a specialized subject conference relevant to the teacher's immediate duties. Fare and other expenses may be paid for teachers especially designated to attend by the chancellor or appropriate superintendent. (DOE By-Laws)

Lateness or absence for less than one-half day, on account of *extraordinary delay in transportation*, provided it is excused by the appropriate superintendent is non-attendance with pay. The chancellor may excuse an absence of more than one-half day, but no more than two days on account of extraordinary delays in transportation. (DOE By-Laws)

Jury Duty: Classified as non-attendance. Regular pedagogues get full pay. In New York State Supreme Court no check will be issued except for car fare. In NJ and NY Districts Courts, a check will be issued which must be surrendered to the Department of Education (DOE). Car fare will be returned by the DOE.

#### **Absence Excused With Partial Pay (Non Attendance):**

*Absence for religious observance.* Absentees who are regularly appointed teachers receive their pay less the minimum daily pay for a per-diem substitute. (Where the non-attendant's daily pay, 1/25 of a month's pay, is less than the minimum daily rate for substitute, he/she loses the whole day's pay.) A regular substitute loses 1/260 of his/her annual pay or the minimum daily rate for a per-diem substitute, whichever is less. (DOE By-Laws)

There will be no excuse with pay to principals, teachers or other members of the pedagogical staff for whom per-diem or per-session rates are provided in the By-Laws. (DOE By-Laws)

#### **Absence Excused Without Pay:**

Teachers may be absent for periods up to one month for personal business without pay or for emergency situations. (DOE By-Laws)

Unless the absence is of an emergency nature, permission must be secured in advance. Application for excuse of absence without pay must be filed prior to such absence.

Absentee loses 1/25 of monthly salary for each school day of absence.

The superintendent may not impose an involuntary leave of absence without pay upon a teacher who notifies his/her school of the intended absence and keeps the school informed of his/her plans. (Matter of Orenstein, Educ. Dec. #7603, 3/29/66) Of course, the absence should not be for a frivolous cause, which may lay the basis for a charge of neglect of duty.

Examples of *personal business without pay* include: marriage, accompanying a family member to hospital, illness in family, court appearances, etc. Absence for purpose of practicing another profession will not be regarded as personal business.

**Absences/Lateness:** (See Agree. Art. 21G, Attendance/Lateness)

**Absences Without Cause:**

Absence without due cause is deemed neglect of duty. A teacher must notify his/her principal either before the absence begins or as soon thereafter as possible, giving cause and probable duration of the absence. Principals must report any teacher who is absent 10 or more days without cause. (DOE By-Laws)

**Absence Without Notice:** (See Agree. Art. 5F)

Teachers who are absent for 20 consecutive school days without notice shall be deemed to have resigned unless they have reasonable cause for failure to notify. This type of resignation cannot be rescinded.

**ACADEMIC FREEDOM:**

A loyalty oath is not required of anyone who wishes to serve as a teacher.

Civil service law forbids the questioning of teachers with respect to their political affiliations. However, another section prescribes the dismissal of teachers found to organize, or to be members of, any society or group advocating the overthrow by force or violence, or any other "unlawful" means, of the government of the U.S. or of the state.

A teacher has the right to evaluate Department of Education policies publicly and to comment on the conduct of DOE officials. He/she has a positive duty to do so where it will serve constructive ends. (Matter of Pickering, U.S. Sup. Ct., 1968) However, a member would probably want to consult with the district representative before taking such action.

Except for information of confidential nature (e.g., pupils' records, reports from agencies), a teacher has the right to supply a newspaper reporter with information upon request.

A teacher may place literature issued by the Union in the Letter Boxes of colleagues. (See Teacher Files)

**ACCIDENTS TO PUPILS AND TEACHERS:** (See "Injury in the Line of Duty" section

The principal is required to report within 24 hours to the chancellor and superintendent any accidents occurring to pupils, teachers, and others on or about school premises. (DOE By-Laws) The employee should therefore report an accident to a pupil or to himself/herself to the principal immediately unless unable to do so because of the injury. Report any accident even though the injury is not obvious or seems inconsequential.

**ACCUMULATING SICK LEAVE:** (See C.A.R.)

**ACTING SUPERVISOR:** (See Agree. Art. 7I)

Notice of vacancies for acting supervisory positions must be advertised. The notice must include requirements for the position.

Acting supervisors without supervisory certification have the authority to direct, criticize, and supervise teachers. Observations, however, should be conducted by and signed by licensed, appointed supervisors, or by the principal. (Matter of Shpizner, Step 3, 3/30/65, and subsequent decisions)

**ADDITIONAL FACILITIES:** (See Agree. Art. 7S, Teacher's Choice)

Adequate supplies will be made available in teacher washrooms in schools.

Pay telephone facilities in schools will be made available to teachers for their reasonable use.

In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages shall be installed at the request of the particular school staff.

**ADMINISTRATIVE ASSIGNMENTS:** (See Agree. Art. 7A, 7B, 7C, 7K, 7U)

Teachers will be relieved of study hall service and work on a school-wide basis related to the handling, distribution, storing and inventorying of books, supplies and equipment and duplicating of teaching materials as well as the scoring of city-wide standardized achievement tests and of preparing absentee post cards and truant slips.

Teachers who are relieved of administrative assignments cannot be assigned to teaching duties in lieu of such assignments.

Teachers may perform assignments such as cafeteria duty, schoolyard duty, hallway duty, A.M. bus duty, P.M. bus duty, and homeroom if assigned in accordance with Article 7U (Professional Activity Assignment Procedures).

Other non-teaching assignments (compensatory time positions) including the number, qualifications, and basis for selection and term for the positions must be agreed upon by the principal and UFT chapter committee. (Cir. 6R)

Teachers of Library cannot be given any administrative assignments.

**ADULT EDUCATION:** (See Agree. Art. 14, 15C4g)

**AFTER SCHOOL CONFERENCE AND WORKSHOPS:** (See Conferences)

**AGENCY FEE:** (See Agree. Art. 19E; Check-off)

Agency fee payers are not members of the Union. Consequently, they are not eligible to vote on UFT contracts or SBO's, nor are they eligible to participate in chapter meetings or Union elections.

**ALTERNATIVE ASSESSMENT:** (See Agree. Art. 8J; Observations)

The Union and the DOE have developed a plan to base performance review on evaluation procedures which identify and recognize the range of abilities of teachers and which link performance, the school's educational goals and related professional development activities. Teachers will have a choice, with agreement of the supervisor, of procedures they wish to employ.

**ALTERNATIVE HIGH SCHOOL PROGRAMS:** (See Agree. Art. 7A7)

Teachers serving in alternative high school programs have retention rights to their sites. If staffing needs require that a teacher has to be transferred, a volunteer will be sought before a junior teacher is transferred.

**ARBITRATIONS:** (See Agree. Art. 22 and "Grievance" section)

**ARREST OF A MEMBER:** (See Legal Assistance; "Due Process/Ratings/Summons" section)

On rare occasions, the police may come into a school to question a member. That situation could lead to an arrest. If a member is arrested in the school, call your borough office immediately and speak to a representative. Give the representative the **name of the member, the precinct of the arresting officer and any other details that you might have**. The Union will provide legal assistance to the member at the arraignment.

Members who are arrested for any reason must notify their immediate supervisor in writing and the Office of Personnel Investigation, 65 Court Street, Room 406, Brooklyn, NY 11201. (Chanc. Regs. C105)

**ASSAULTS:** (See Agree. Art. 10A; Victim Support Program)

The principal shall report as soon as possible but within 24 hours to the Office of Legal Services and to the Chief Executive of School Safety and Planning and to the Victim Support Program that an assault upon a teacher has been reported to him/her. The principal shall investigate and file a complete report as soon as possible to the Office of Legal Services and to the Executive Director of School Safety and Planning. The full report shall be signed by the teacher to acknowledge that he/she has seen the report and he/she may append a statement to such report.

The teacher should also file a UFT Assault form. Chapter leaders should notify their district representative and UFT School Safety Services immediately. (See also School Safety, Disruptive Children, Harassment, Incidents)

The UFT also provides several services to support assault victims, including practical professional psychological support, advice on medical matters, an explanation of appropriate legal recourse, and violence prevention training.

**ASSIGNMENTS:** (See Agree. Art. 5B, 5C, 5D, Art. 7A6, 7B8)

A teacher who is assigned during the first fifteen days of the school term to a position which is expected to be vacant for that term shall serve under the terms and conditions of the Agreement which would be applicable if a regular substitute pedagogue were serving in that position.

The Department of Education has established regular licenses which are valid for classroom teaching service under regular appointment or for day-to-day per-diem service. All teaching positions will be filled by persons holding such regular licenses except under the following circumstances:

- a. When a position must be filled to cover a class for which no person holding such regular license is immediately available after all efforts have been made to fill the position by a person holding such regular license, or
- b. Where the position covers a subject not normally taught in the public schools or is temporary in nature.

**ATTENDANCE/LATENESS:** (See Agree. Art. 21G; "Due Process/Ratings/Summons" section)

If the Department of Education intends to discipline an employee regarding absence and/or lateness it must notify the employee and include in the notification the employee's attendance record and any other documentation it intends to introduce in a hearing. The employee must notify the DOE of the nature of the defense and any documentation the employee will present at a hearing. The Union will provide the employee with legal assistance. An arbitrator will preside at the hearing and may level penalties or take other action short of termination.

**BARGAINING UNIT:** (See Agree. Art. 1 & 2)

**BASIC INSTRUCTIONAL SUPPLIES:** (See Agree. Art. 7R)

It is the school's responsibility to provide basic instructional supplies and books to students so that classroom instruction will not be impaired. If these are not available, the chapter leader and the consultation committee shall meet with the principal to correct the situation. If it is not resolved at the school level, the district representative and superintendent shall meet within five school days. If they are not able to resolve the matter, the dispute will be forwarded by the Union to the chancellor.

**BEHAVIOR PROBLEMS:** (See Agree. Art. 9 and Appendix B)

**BENEFITS:** (See "Membership Benefits" section)

**BEREAVEMENT LEAVE POLICY:** (See Absences "Absence Excused with Full Pay")

**BORROWED SICK DAYS:** (See Agree. Art. 16A9)

**Regular Appointed Pedagogical Employees May Borrow Up To 20 Days.**

As provided in the Collective Bargaining Agreements, regularly appointed pedagogical employees whose sick leave is exhausted may, in case of need, borrow up to 20 additional sick days. At no time may the cumulative absence reserve (C.A.R.) show more than 20 borrowed days.

**Borrowed Sick Days May Be Used In The Same Manner As Earned Sick Days.**

A sick day, whether earned or borrowed, may be used for any purpose for which absence may be authorized against deduction from the cumulative absence reserve (C.A.R.).

Provided that the teacher has sufficient days (earned or borrowed) to do so, up to 10 days per school year may be excused for self-certified absence.

A paraprofessional may borrow up to 10 days upon appropriate application.

**BUDGET ALLOCATIONS:** (See Agree. Art. 8C)

Before the end of June and by the opening of school in September, the principal shall meet with the chapter leader and the chapter committee to discuss, explain and seek input on the use of the school allocations. The principal shall give copies of the allocations to the chapter leader and the chapter committee and discuss any budgetary modifications with them.

**BULLETIN BOARDS:** (See Agree. Art. 21A,19F; "Role of Chapter Leader" section)

At least one bulletin board shall be reserved for the use of the Union in an accessible place in each school.

Format of bulletin boards shall not be the basis for disciplining pedagogues.

**BUS DUTY:** (See Agree. Art. 7A, 7B, 7C, 7K, 7U; Administrative Assignments)

**CAFETERIA DUTY:** (See Agree. Art. 7A, 7B, 7C, 7K, 7U; Administrative Assignments)

**C.A.R. (Cumulative Absence Reserve):** (See Agree. Art. 16A, also Absences)

Sick leave accrues at the rate of one sick day for each month of service on the 16th of the month. Pedagogues have 10 days' sick leave per year. Unused days accumulate up to a maximum of 200 days.

A pedagogue who ceases service after the 16th of a month is considered to have earned a sick day for that month. A pedagogue who commences service prior to the 15th of a month and continues through the balance of that month is considered to have earned a sick day for that month.

Teachers must use days of the current year before using reserve. (DOE By-Laws)

Unused sick leave accumulated as a Per Diem substitute shall be transferable to the person's "bank" as a regular substitute or as a regular appointee.

Unused sick leave accumulated as a *paraprofessional* shall be transferable to the "bank" as a regular substitute or an appointee. (Art. 15C1d Paraprofessional Contract)

Unused sick leave accumulated in Per Session activities shall be transferred to the employee's bank.

Illnesses caught from contact with children in the school who have measles (but NOT German measles), mumps or chicken pox (but NOT shingles) shall not be treated as

school related injuries, and are not chargeable to the C.A.R. (It is not necessary to have come in contact with children having these illnesses.)

In cases of Hepatitis B, days shall not be deducted from the C.A.R. when the teacher has been working with students evaluated as presenting a substantial risk of acting out.

Pedagogues on regular appointment accepting regular substitute teaching positions in order to establish eligibility for other licenses will be credited with their cumulative reserves as regular teachers during their period of substitute service.

Pedagogues on regular appointment called to military duty will be credited upon their return with the same sick leave allowance for the period of their military service as they would have been entitled to if they were in school.

Pedagogues on regular appointment whose licenses are terminated will be credited with 120/200 of their unused cumulative reserves if they then serve as regular substitutes, or if appointed anew, with their unused C.A.R.

Employees of the Board of Higher Education who transfer as regular appointed teachers to the DOE shall have their C.A.R. transferred and credited to them, but not in excess of the maximum number of days creditable in this system.

Regular appointees reinstated after retirement will be credited with C.A.R. remaining to their credit upon retirement and such reserves as they accumulated as regular substitutes. Regular appointees who resign or retire will be credited upon resuming service as regular substitutes with 120/200 of the unused C.A.R. remaining to their credit upon resignation or retirement.

Employees on sabbatical as of Feb. 1, 1994 shall not accrue days in their C.A.R. for the period of the sabbatical leave.

**CHARGES:** (See "Due Process/Ratings/Summons" section)

**CHECKOFF:** (See Agree. Art. 19)

The DOE will honor, in accordance with its terms, only such written authorizations as are properly executed by employees in the unit covered by the Agreement for the deduction of their dues on behalf of the Union.

For those people who have not yet joined the UFT, or who have elected not to join the Union, the DOE will deduct an Agency Fee, in an amount equal to Union dues.

The DOE will honor individual written authorizations for the deduction of Union dues in accordance with their terms, including authorizations stating they are irrevocable until the following June 30th and automatically renewable for another year unless written notice is given to the DOE between June 15th and June 30th.

**Political CheckOff (COPE)** – The DOE has agreed to arrange for the automatic deduction of contributions to federal political contests, in accordance with Title 2, Section 44lb of the U.S. Code.

Payroll savings plan (U.S. Saving Bonds), Municipal Credit Union and United Way Charities contributions may also be deducted by check-off.

**CHILD ABUSE:** (See Incidents)

Staff members who have reasonable cause to suspect a child is abused, maltreated, or neglected must notify the principal or the principal's designee immediately. Reports must then be filed by the principal with the appropriate agencies. Knowledge of sexual misconduct involving a child and an employee must be reported to the Special Commissioner of Investigation, 212-510-1400.

Staff members are legally responsible for cooperating in investigations of alleged child abuse and should bring suspicions of child abuse to the proper authorities.

Staff members are given immunity from liability (civil or criminal) in reporting such cases. In the event an employee receives a subpoena regarding an abuse/neglect case, he/she may call the DOE's Office of Legal Services, 718-935-3636, for assistance. The chapter leader should call the district representative.

**CLASS SIZE CAPS:**

The City Council, at the urging of the UFT, has established maximum class size in grades 1, 2 and 3 on the elementary school level. These caps are less than the contractual class size and are mandated. The UFT chapter leader monitors these class sizes.

**CLASS SIZE LIMITATIONS:** (See Agree Art. 7M, 19I, 22B4)

**PRE-KINDERGARTEN AND KINDERGARTEN** – The size of pre-kindergarten classes shall be determined on the basis of a maximum of 18 pupils with a teacher and paraprofessional.

Kindergarten classes shall be determined on the basis of a maximum of 25 pupils for each teacher, except as specified in exceptions.

**ELEMENTARY SCHOOL** – No subject class in the elementary school shall exceed 32 pupils except as specified in exceptions.

Due to funding provided by a UFT-sponsored initiative, the City Council has provided money in the budget to cap the first, second and third grade classes at an average of 25 with a maximum of 28. Where space prohibits the maximum of 28, alternative service is

to be provided. This service is one additional paraprofessional for every two oversized classes in grade or one hour per day of service from an additional teacher who is not a cluster teacher.

**JUNIOR HIGH SCHOOL/INTERMEDIATE SCHOOL** - No subject class in a non-special service junior high school shall exceed 33 pupils except as specified in exceptions.

No subject class in a special service junior high school shall exceed 30 pupils, except as specified in exceptions.

In Title I schools in the junior high school division, classes in Industrial Arts/Technology and Home Economics/Home and Career Skills should not exceed 22 students.

In regular schools in the junior high school division, classes in Industrial Arts/Technology and Home Economics/Home and Career Skills should not exceed 24 students.

The size of physical education classes in the junior high school shall be determined on the basis of a maximum of 50 pupils for each teacher, except as specified in exceptions.

**SENIOR HIGH SCHOOL** - No subject or homeroom (official) class in senior high school shall exceed 34 pupils, except as specified in exceptions. This shall not be accomplished by an increase in the size of classes for the non-college bound students.

No class in trade shop subjects in the high school shall exceed 28 pupils, except as specified in exceptions.

The size of physical education classes in the senior high school shall be determined on the basis of a maximum of 50 pupils for each teacher, except as specified in exceptions.

The size of required music classes in the high schools shall be determined on the basis of a maximum of 50 pupils for each teacher, except as specified in exceptions.

The size of 9th grade classes in any high school where more than half of the pupils in the 9th grade have been admitted from reorganized junior high schools shall not exceed the maximum provided above for the junior high schools.

In rooms with stations (typing, shops, laboratories), the number of pupils should not exceed the number of stations.

#### **Exceptions:**

An acceptable reason for exceeding the maximum class size limitations listed above may be any of the following: (City Council initiatives have no exceptions except perhaps space.)

There is no space available to permit scheduling of any class or classes in order to reduce class size.

Conforming to the class size objective would result in placing classes on short time schedule.

Conformity to the class size objective would result in the organization of half-classes.

A class larger than the maximum is necessary or desirable in order to provide for specialized or experimental instruction, or for IGC instruction, or for placement of pupils in a subject class of which there is only one on a grade. Health Education classes in elementary school are not "specialized instruction" for purpose of class size exceptions.

In the event that it is necessary to assign a teacher to a class which shall exceed the maximum size listed above, the principal shall stipulate the reason in writing to the teacher and to the chancellor. Such statement of reason may be available for examination by the Union in the Office of the Chancellor.

**SPECIAL EDUCATION:** Students with Disabilities in a General Education Class (Art. 7M4) - Since class size limitations in special education are for the protection of the pupil, vigilance should be observed to avoid combining two or more classes in the same room with only one teacher. There should be the same number of teachers as there are classes.

No more than three emotionally disturbed or autistic students who require intensive behavior management out of a total number of students with IEP's can be in a general education class with one teacher.

**CLUSTER TEACHER PROGRAM:** (See Agree. Art. 7C4d; "OTP")

The term "cluster teacher" refers to teaching personnel in the elementary schools who are specially assigned to the teaching of classes in music, art, science, health education or other subjects.

The "cluster" teacher's program shall include 20 45-minute teaching periods per week. This is not a *maximum* number except for a licensed teacher of library where 20 is the maximum.

Where a music teacher participates for a major portion of the period in a teaching capacity during assemblies, the assembly period shall be deemed a teaching period.

The "cluster teacher" shall have the same number of preparation periods during the year as all other teachers in the school.

The other periods in the "cluster" teacher's program shall be devoted to professional activities.

**COACHES, ATHLETIC:** (See Agree. Art. 15)

**COACHES, MATH AND LITERACY:** (See Agree. Art. 11 IVC)

Coaches are selected for one year. Their responsibilities are to co-teach and/or provide demonstration lessons for regular teachers.

**COLLECTIONS OF MONEY:**

No teacher may make any collection of money from students or expenditures of monies collected unless authorized by the principal in conformity with the regulations of the DOE.

Teachers who have lost money due to negligence have been held responsible. Money should be turned in daily and NEVER left in the classroom.

**COMPENSATORY TIME POSITION:** (See Agree. Art. 7A3, 7A6, 7B3, 7B8, 7C4g, 22B4)

Compensatory Positions may be created or re-created in collaboration between the chapter committee and the principal with the approval of the chapter.

A list of vacancies for such non-teaching assignments shall be made available early enough to permit written applications for such positions.

Selection for such positions shall be made only from among qualified applicants.

Among equally qualified applicants, selection should be made on the basis of seniority in the school. A qualified teacher who has not had such an assignment should have priority over a teacher who has had it. (See School-wide Seniority)

The principal and UFT chapter leader shall meet and attempt to agree upon appropriate qualifications for compensatory time positions. If agreement is reached it must be ratified by the chapter and only the chapter has the right to grieve misapplication of the job qualifications.

The principal may establish one compensatory time position of lunchroom coordinator for each lunch period.

In secondary schools, the principal may also establish the compensatory time position of dean based on enrollment, i.e., one dean for up to 1,000 students; two deans for over

1,000 students. The principal also has the discretion to establish and fill one compensatory time position of programmer.

**CONCILIATION:** (See Agree. Art. 24)

Professional involvement of the teachers at the school level is encouraged. There may be differences, however, in professional judgments. Where differences exist and are related to school based decisions in the areas of curriculum mandates, text book selection, program offerings and scheduling, student testing procedures and appraisal methodology, a conciliation process is available to facilitate the resolution of these differences. The chapter may request, through the Union, the service of an expert in conciliation. If your chapter has discussed a problem in one of these areas and wishes to use the process, you should call your district representative.

**CONFERENCES:** (See Agree. Art. 7Q)

The number should be limited to one faculty conference per month, no longer than 40 minutes. (DOE By-Laws) Conferences called on other days of the week must be limited to those situations which are of an emergency nature. Except in emergency situations, due notice should be given to the faculty. (Matter of Libian Trynz, Step 3, 1964)

A grade or departmental conference may also be held once a month.

Faculty conference agendas must be determined in consultation with the chapter committee.

**CONFLICT OF INTEREST:**

Public employees are prohibited from entering into any position where private interests may conflict with official duties.

**CONSULTATION:** (See Agree. Art. 7A3, 7A6, 7B3, 7B8, 7C2, 7C4g, 8A, 8B, 8C, 10B, 15D, 19H; also "Role of the Chapter Leader" section)

The head of the school and the chapter consultation committee shall meet once a month to consult on matters of school policy. The principal must also consult with the chapter leader on basic school staffing; SBM/SDM; school based options; compensatory time qualifications; the safety plan; OTP positions; school allocations; the faculty conference agenda and the menu of professional activities.

**COPIES:** (See Agree. Art. 21A4; Teacher Files)

A teacher may reproduce any material in the file at no charge.

**CORPORAL PUNISHMENT:** (See Chanc. Regs. A-420)

Legal Status – The By-Laws forbid corporal punishment of any kind tending to cause excessive fear of physical or mental distress. The use of corporal punishment may lead to disciplinary action. (By-Laws; Chanc. Regs. A-420)

State Penal Law, however, holds it is not unlawful to use force “when committed by...any teacher in the exercise of lawful authority to restrain or correct the child and the force or violence used is reasonable in manner and moderate in degree.” This leaves the teacher open to civil or criminal action if the parent maintains the force used was unreasonable.

**COUNSELING MEMOS:** (See Agree. Art. 21B)

A counseling memo may only be written to an employee to make the employee aware of a rule, regulation, policy, procedure, practice or expectation. It cannot include any disciplinary action or threat of disciplinary action.

A counseling memo must have “**COUNSELING MEMO**” written in bold print and capitals at the top of the memo and must conclude with the statement: “**A counseling memo is not disciplinary in any manner and cannot be used in any action against an employee except to prove notice if the employee denies notice.**”

The memo must be presented to an employee within one month of the latest incident recounted in the memo and may only reference similar prior incidents that occurred no more than four months from the date of the latest incident.

Counseling memos may not be used in any action or evaluation involving an employee (that includes ratings, per session job, etc.) and may not be referred to in or attached to any other letter sent to the employee for their official file.

Counseling memos may not be grieved unless it is objectively not a counseling memo but the member has the right to answer within one month of receipt of the memo and the answer shall be attached to the file copy of the memo.

A counseling memo will be permanently removed from the official file three years after the latest incident referred to in the memo.

**COURT APPEARANCES:** (See Agree. Art. 10; Absences; “Due Process/Ratings/Summary” section)

The Office of Legal Services should provide counsel if an employee is summoned to court as a result of legal action initiated during the performance of his/her duties. An employee who presses charges against his/her assailant in school shall have his/her

days of court appearance designated as non-attendance days with pay. A chapter leader should notify the district representative immediately in the event of court action.

**COVERAGES OF CLASSES:** (See Agree. Art. 7N, 7A6, 7B8, 7C4g, Cir. 6R)

Teachers having an instructional program who are called for a full-day professional conference to the office of a DOE official outside the school shall be relieved by a per diem substitute.

Substitutes will be hired to allow an average of four teachers per school year to visit other schools and to attend educational conferences.

The unavailability of a teacher to cover a class constitutes an emergency. It is recognized that, in such emergency, the principal has the responsibility to assign a teacher in the school to the class **WITHOUT REGARD TO THE PROGRAM OF THE TEACHER SO ASSIGNED**. Assignments to teachers to cover classes in such emergency shall be made on a rotation basis to the extent possible.

The practice of breaking up the class of an absent teacher in an elementary school and assigning the students to other classes is strongly discouraged.

In secondary schools, teachers who are assigned to cover classes during their preparation period or during their professional period will be paid coverage rates for each such period in excess of one in any term. To the extent possible, the assignment of teachers to cover subject classes during their preparation period or during their professional period shall be made on a rotation basis among teachers in license.

During the school term, teachers providing homeroom coverage are entitled to be paid when the amount of time covered is equivalent to one full period.

Before involuntarily assigning a teacher to a coverage (except one who has not had one during the term), coverages will be assigned on an equitable basis from among applicants who have volunteered. Plans should be developed at the school level.

In elementary schools preparation or professional periods shall not be taken away from classroom teachers except when an emergency arises. The unavailability of a teacher to cover a class constitutes an emergency. Teachers who lose preparation periods because of an emergency will be paid for such time, at the same time for each such period in excess of one in any term.

When the normal school schedule is changed for a parent/teacher conference day; when the teachers' pupils are not in school; for a clerical half-day or a standardized testing day, a teacher who performs such duties during the time he/she is scheduled to have a preparation period shall lose his/her preparation period and no compensation shall be due him/her under this provision except that in elementary schools a

preparation period which was lost due to administering a standardized test shall be rescheduled within five school days.

**CUMULATIVE ABSENCE RESERVE:** (See Agree. Art. 16A; C.A.R.)

**DAMAGE OR DESTRUCTION OF PROPERTY:** (See Agree. Art. 3I)

Teachers shall not be held responsible for loss within the school of school property or children's property when such loss is not the fault of the teacher.

This does not relieve the teacher from responsibility for school property in his/her charge.

The DOE will reimburse teachers, in an amount not to exceed \$100 in any school year, for loss, damage, or destruction of personal property of any kind normally worn to or brought into school, while on duty or on a field trip, when the teacher has not been negligent, to the extent that such loss is not covered by insurance. The term "personal property" shall not include cash. The terms "loss" and "damage" shall not cover the effects of normal wear and tear and use.

Property left in school overnight and lost in a fire while the teacher was not in school is not covered.

**DEATH BENEFITS/DEATH OF A MEMBER IN SERVICE:** (See "Membership Benefits" section)

**DEBTS:**

Incurring further debt without notifying in writing a prospective creditor of the existence of a prior judgment unpaid in whole or in part, shall be deemed conduct unbecoming an employee of the Department of Education. (DOE By-Laws)

A garnish may be placed on an employee's salary by the courts to satisfy an unpaid debt.

**DEDUCTIONS:** (See "Checkoff")

**DELAY IN FILING:** (See "Grievance" section)

**DEPUTY COMMISSIONER OF INVESTIGATIONS:** (See "Due Process/Ratings/Summons" section)

**DIFFERENTIALS:** (See "Salary" section)

**DISABLED EMPLOYEE:** (See "Membership Benefits" section)

**DISCHARGE, NOTICE OF:** (See "Due Process/Ratings/Summons" section)

**DISCIPLINARY ACTION FOR ABSENCE/LATENESS:** (See Attendance/Lateness)

**DISCIPLINARY TRANSFER:** (See Transfers)

**DISCONTINUANCE OF TEACHERS:** (See "Due Process/Ratings/Summons" section)

**DISCOUNTS:** (See "Membership Benefits" section)

**DISCRIMINATION:** (See Agree. Art. 2)

The DOE agrees not to discriminate against any employee on the basis of race, creed, color, national origin, marital status, sex, sexual orientation, age, handicapping condition, membership or participation in, or association with the activities of any employee organization.

The UFT agrees to admit all persons to membership without discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, age, handicapping condition, or marital status, and to represent equally all employees without regard to membership or participation in, or association with the activities of any employee organization.

**DISPUTES:** (See Agree. Art. 7 (Secretaries); Art. 7L (Guidance Counselors); Art. 7K7, 7K8 (SBST); Memo of Agree. Appendix K-Special Education)

Disputes arising from workload issues can now be addressed. There is also a special education dispute resolution process. Forms for these issues can be found on the UFT website "Forms" section.

**DISRUPTIVE CHILDREN:** (See Agree. Art. 9, Appendix B)

A teacher has a right to have a child who is an extreme behavior problem removed from his/her class.

The teacher who has a child who fits the description outlined in paragraphs 1 and 2 of the Special Circular (Appendix B of the contract) should exercise his/her right to have this child removed from his/her class, for the sake of the rest of the class, and in the child's best interest.

If the principal does not follow the procedures outlined in the circular, the teacher can institute a Step 1 grievance.

Ordinary behavior problems are not considered in the category defined in Article 9.

**DOUBTFUL RATINGS:** (See "Due Process/Ratings/Summons" section)

A "doubtful" rating may be given to a teacher only in the first year of teaching.

**DUES:** (See "Checkoff")

**DUTY FREE LUNCH PERIOD:** (See Agree. Arts 7B6, 7C4a; Length of School Day)

Teachers are entitled to a duty free lunch period. Elementary schools—50 minutes; JHS/IS—one full period; HS/Voc. HS—one full period.

These working conditions are intended to apply only to the school day and to activities conducted on school premises; not under extraordinary conditions such as a field trip (Matter of Petluc, Step 3, 1/15/65)

**EDUCATION CONFERENCES:** (See Absences)

A teacher is excused with full pay, upon approval, for attendance at education conferences, meetings or conventions for a variable number of days, provided the teacher is a delegate, auditor or participant at specialized subject conferences relevant to the teacher's immediate duties. Fare and other expenses may be paid for teachers especially designated by the chancellor or appropriate superintendent to attend. (DOE By-Laws)

Substitutes will be hired to allow an average of four teachers per school year to visit other schools and to attend educational conferences.

**EMERGENCY IN THE SCHOOL:** (See Agree. Art. 7N; Coverage of Classes)

An emergency has been defined as an unforeseen condition beyond the reasonable powers of the DOE to foresee and prevent. (Schoenberg Arb. 9/66)

**EMERGENCY LEAVE:** (See Absences; Leaves of Absence)

**EMPLOYEES' RIGHTS:** (See Agree. Art. 2)

**EVALUATIONS:** (See "Due Process/Ratings/Summons" section)

**EVENING HIGH SCHOOL:** (See Agree. Art. 15)

**EXCESSING RULES:** (See Agree. Art. 17B)

Excessing rules apply to regularly appointed teachers. Rules governing teachers on all levels, education evaluators, resource room and special education teachers and those serving in district programs are found in Article 17.

The rules of Article 17 as well as the following precedents apply to excessing:

Teachers with the least seniority in license will be the first to be excessed.

Teachers who have served 20 years or longer on regular appointment *cannot* be excessed.

A health license and a physical education license are to be considered the same license for purposes of excessing.

Teachers of English and teachers of speech are separate licenses for purposes of excessing.

Voluntarily excessed teachers may only be excessed into a vacancy existing in their district or responsible high school superintendency.

A principal may not excess a teacher in a particular license while keeping a program in that license area taught by an out of license teacher.

A teacher excessed into a sabbatical opening in a school takes his/her proper place on the excessing list when the teacher on sabbatical returns.

**EXCESSIVE ABSENCES:** (See Absence; Attendance/Lateness; "Due Process/Rating/Summons" section)

Absence without due cause is deemed neglect of duty.

The DOE may be able to discipline a teacher for excessive absence after a hearing at which the teacher is represented by counsel.

A teacher must notify his/her principal either before the absence begins or as soon thereafter as possible, giving cause and probable duration of the absence. Principals must report any teacher who is absent 10 or more days without leave. (DOE By-Laws)

The Executive Director of Human Resources is obligated to report monthly the names of teachers absent for an aggregate period of 30 days in cases where the teacher is not ill, or 60 days in cases of illness. (DOE By-Laws)

**EXCESSIVE FORCE:** (See Corporal Punishment)

**EXCESSIVE LATENESS:** (See Lateness; Attendance/Lateness; "Due Process/Ratings/Summons" section)

**EXCUSED ABSENCE AND LATENESS:** (See Absence; Lateness)

**EXPERIMENTATION:** (See Agree. Art. 8F)

The DOE and the Union agree that sound educational programs require not only the efficient use of existing resources, but also constant experimentation with new methods and organization. This presupposes flexibility in assigning and programming personnel. The members' voluntary participation in new ventures will be encouraged by both the DOE and the Union. Both the DOE and the Union (officers) must approve experiments entered into under this article. (See also School-Based Options, Restructuring)

**EXTRACURRICULAR ACTIVITIES:** (See Agree. Art. 15B; Per Session)

**FACILITIES:** (See Additional Facilities)

**FAILURE TO NOTIFY:** (See Absences; Excessive Absences)

**FAIR LABOR PRACTICES:** (See Agree. Art. 2)

**FALSE ACCUSATIONS:** (See Agree. Art. 21H)

Knowingly false accusations made against an employee will not be tolerated. Such accusations of sexual misconduct or physical abuse if knowingly false when made will result in the DOE removing all references from personnel files, restoring back pay owed with interest, and permanently reassigning the student from the employee's class.

**FILES:** (See Agree. Art. 21A, 21B; Teacher Files)

**FINES:** (See "Due Process/Ratings/Summons" section)

**FREE SPEECH:** (See Academic Freedom)

**FUNCTIONAL CHAPTER:**

The following are Functional Chapters within the UFT: Adult Education; Attendance Teachers; Audiologists; Drug Directors; Educational Vision Services; Guidance Counselors; Hearing Education Services; Homebound Teachers; Hospital Schools; Jewish Home & Hospital Home Health Agency; Lab Specialists; Lutheran Medical Center; Non-Public Schools; Art Institute of New York City; Nurses; Therapists; Paraprofessionals; RTC; School Medical Inspectors; School Secretaries; Sign Language Interpreters; School Social Workers & School Psychologists; Speech Improvement; S.I.U. Hospital Southsite RNs; Supervisors of School Security; Teachers Assigned; Teachers and Paraprofessionals of the Consortium for Worker Education; United Cerebral Palsy Visiting Nurse Service RNs and LPs.

**FUNERALS:** (See Absences)

**GERMAN MEASLES:** (See Agree. Art. 16A14; Absences)

**GIFTS:**

No teacher or secretary may accept any gifts from any person or firm doing business with the school.

**GRACE PERIOD:**

A regular appointee who has exhausted the C.A.R. must be carried on payroll for one calendar month. Each day of absence will be deducted at 1/25th of a month's salary.

One additional sick day is earned while on grace period. It is not necessary to borrow days before using the grace period, but there is no prohibition.

The grace period begins the day after the C.A.R. is exhausted or the 20 borrowed days are used, and continues for 30 calendar days. It usually precedes a leave for restoration of health.

There is a limit of one grace period per member per school year.

Employees should ask the school payroll secretary to process the grace period.

**GRADUATION CEREMONIES:** (See Absences)

**HALF CLASS SIZE EXCEPTION:** (See Agree. Art. 7M; Class Size Limitations; "Grievance" section)

**HARASSMENT:**

**Special Complaints:** (See Agree. Art. 23)

A special complaint offers redress against acts of intimidation and harassment by supervisors, persons, or groups from outside the school.

**Supervisory:** (See Agree. Art. 2, 21A, 23H)

Harassment must be established by showing a *pattern* of excessive demands, hypercritical supervision, or unprofessional behavior on the part of a supervisor. The teacher who is subject to harassment should keep a carefully dated record of all incidents. It is advisable to discuss the case at length with a district representative before taking any action.

Harassment is the most difficult of all grievances and requires that the burden of proof be on the teacher. It is helpful to establish some Department of Education policy and practice being violated (memorandum, circular, etc.).

Article 23 can now be used in cases of supervisory harassment.

**HEALTH AND HOSPITAL INSURANCE:** (See Agree. Art. 3G1; "Membership Benefits" section)

All members are entitled to health and hospital coverage. Pedagogues serving in a regularly scheduled part-time position (F Status) will be entitled to full health and welfare benefits if scheduled to work at least one-half of the regular full-time schedule for that title.

**HEALTH AND SAFETY:** (See Agree. Art. 10D, 10E)

The Union and the DOE have established a joint committee to resolve Health and Safety issues. The DOE is to provide recognized standards of workplace sanitation, cleanliness, light and noise control, adequate heating and ventilation.

**HOMEROOM:** (See Agree. Art. 7B4)

Homeroom classes are those in which children assemble for administrative purposes. The time involved is usually a short period.

**HOURS OF WORK:** (See Agree. Art. 6; Length of School Day)

**IDENTIFICATION CARDS:** (See Agree. Art. 10H)

The DOE will institute on an experimental basis in several high schools the use of identification cards for both staff and students to determine their value as a device for maintaining security in the school.

**INCIDENTS:**

Incidents are defined in different ways.

**Assault** – The intentional causing of physical injury (impairment of physical condition or substantial pain) to another person, with or without a weapon or dangerous instrument, increases in degree with the seriousness of injury and/or weapon or instrument used.

**Harassment** – Intentionally striking, shoving or kicking another, subjecting another person to physical contact or threatening to do the same (without physical injury). **ALSO**, using abusive or obscene language; following a person in or about a public place; engaging in a course of conduct which alarms or seriously annoys another person.

**Larceny** – Wrongfully taking, depriving or withholding property from another (no force involved). Victim may or may not be present.

**Disorderly Conduct** – Intentionally causing public inconvenience, annoyance or alarm or recklessly creating a risk thereof by fighting (without injury) or in violent tumultuous or threatening behavior or making unreasonable noise, shouting abuse, misbehaving, disturbing an assembly or meeting of persons or creating hazardous conditions by an act which serves no legitimate purpose.

**Robbery** – Forcible stealing of another's property by use of threat of immediate physical force. (Victim is present and aware of theft.)

**Sex Offense** – RAPE: Sexual intercourse without consent. SODOMY: Committed as in rape with deviant sexual act being committed. SEXUAL ABUSE: Subjecting another to sexual content without consent. PUBLIC LEWDNESS: Exposure of sexual organs to others.

**Menacing** – Intentionally places or attempts to place another person in fear of imminent serious physical injury.

**Criminal Mischief** – Intentional or reckless damaging of the property of another person without permission.

**Reckless Endangerment** – Subjecting individuals to danger by recklessly engaging in conduct which creates substantial risk of serious physical injury.

**Reporting of Incidents Involving Child Abuse** – All school personnel are mandated reporters. If a member suspects child abuse, the member must report it to the principal. The principal must report it to the Central Register (1-800-635-1522). Any knowledge of sexual abuse or misconduct involving a child and an employee must be reported to the Special Commissioner of Investigation.

**INCREMENTS:** (See "Salary" section)

**INDEMNIFICATION FOR ACTS PERFORMED IN THE DISCHARGE OF DUTY OR WITHIN SCOPE OF EMPLOYMENT:** (See Summons; "Due Process/Ratings/Summons")

Indemnification for Acts Performed in the Discharge of Duty or Within Scope of Employment (commonly called "save harmless" procedures) outlines steps to be taken when a member is accused of a crime or sued regarding an in-school incident. These procedures are described in the "Due Process/Ratings/Summons" section.

**INDUSTRIAL ARTS TEACHERS/TEACHERS OF TECHNOLOGY:** (See Agree. Art. 7A, 7B, 7M)

Teachers of Industrial Arts are now known as Teachers of Technology Education.

See salary differentials and salary credit for prior service.

Special policies to be adopted wherever practicable for Industrial Arts Teachers in Junior High Schools:

Industrial Arts teachers should teach only in their license area.

Industrial Arts teachers should not be assigned to professional activity periods when other shops are in operation.

All shops should be in operation at the same time, except that 1A teachers of technology can apply for compensatory time assignments.

Maximum opportunity for exploration should be accorded to all shop pupils.

All shops should be programmed by single grade levels and homogeneously.

In the case of special education, classes should be programmed by functional level.

Industrial Arts teachers may be assigned homeroom classes on same basis as all other teachers.

**INFORMATION AT THE SCHOOL:** (See Agree. Art. 19; "Role of Chapter Leader" section)

**INJURY IN THE LINE OF DUTY:** (See "Injury in Line of Duty" section)

**IN-SERVICE TRAINING:**

These courses are arranged by the DOE's Office of Personnel/Staff Development. Annual catalogues of courses are issued to each worksite under the title of Professional Development Program. Supplements are issued throughout the year.

Programs are always referred to by letter and designations as well as by title. The significance of the letter prefixes "D" and "G" is important. "D" indicates that the program may be offered for the first salary differential. "G" indicates the program may be used for the second salary differential and the promotional differential. (Chanc. Regs. 530, 6/25/86 and correction of 1/20/87)

Professional development courses and/or activities approval by the Chancellor will be offered for teachers seeking their second differential. (See Agree. Art. 8H)

**INSUBORDINATION:** (See "Due Process/Ratings/Summons" section)

The grievance procedure provides an orderly means for correcting violations of the contract and because management reserves all rights not expressly limited by the Collective Bargaining Agreement, members of the bargaining unit are obligated to follow directions and orders from supervisors, even those which they know to be violations of the contract.

The existence of a means to obtain redress carries with it the obligation to use that mechanism and the requirement to avoid other solutions. Further, an act of insubordination, which is an activity on the part of an employee that impedes or hampers management's right and ability to manage, undermines the basic structure of the employing organization. These two elements, management rights and the presence of a grievance procedure, require that an employee refrain from engaging in what is called "self-help," such as refusing to carry out a supervisor's directive. Under current precedent, an act of "self-help," even in the face of valid grievance, causes the employee to forfeit the just cause protections of the contract and renders the employee subject to discipline and/or discharge.

There are only three valid defenses against a charge of "self-help." **First**, the employee has a reasonable belief that carrying out the order will endanger the employee's health.

**Secondly**, carrying out the order will threaten the safety of others. **Thirdly**, carrying out the order will result in a knowing violation of the law. In these instances, the burden of proof is on the Union!

One of the primary difficulties of the "obey, then grieve" rule is that it may apply to situations where the employee, by complying with the order of direction, is placed in a situation where no remedy or means of making the employee whole exists. For example, there is no genuine remedy for a situation when an employee is directed to work during a paid lunch break. Nevertheless, the employee should obey; the Union, in turn, must be creative in its search for a remedy which both compensates the employee and deters management from continuing the grievable activity. Repeated management violations of this nature then raise the legitimacy of what may be termed punitive remedies. In the instance cited, an example of a punitive remedy would be to ask for a double amount of release time with pay, to be taken at the employee's discretion with proper notice. Grievances of this nature are very likely to go to arbitration. Since arbitrators universally take a dark view of "self-help," it is extremely important that you impress upon your fellow workers the importance of the principle—obey, then grieve.

**INSURANCE:** (See "Membership Benefits" section)

**INTELLECTUALLY GIFTED CLASSES (IGC):** (See Agree. Art. 7C1; "Class Size")

**INTIMIDATION:** (See Harassment)

**INVOLUNTARY LEAVES OF ABSENCE:** (See "Leaves of Absence" section)

**INVOLUNTARY TRANSFER:** (See Transfers)

**ITINERANT TEACHERS:** (See Agree. Art. 7K2d)

**JAREMA CREDIT:** (See DOE By-Laws; Tenure)

Jarema credit is credit applied towards shortening the probationary period for up to a maximum of two years. It must be prior satisfactory regular substitute service in license of not less than 80 school days of service at the same level.

**JURY DUTY:** (See Agree. Art. 16G; Absences)

Teachers are excused with full pay to serve on jury duty.

**JUST CAUSE:** (See "Due Process/Ratings/Summons" section)

A pedagogue with tenure may be dismissed only "for cause" such as neglect of duty, incapacity to teach, or immoral conduct. The pedagogue is entitled to a statement of charges, a trial before a Trial Examiner, representation by counsel and a copy of the findings. "Cause" must be substantial. (Boyd vs. Collins, Court of Appeals 1962; Opinion Educ. Dept., 1918 18 St. Dept. 393) (DOE By-Laws)

**KINDERGARTEN CLASS SIZE:** (See Agree. Art. 7M; "Class Size")

**LATENESS:** (See Agree. Art. 21G; Attendance/Lateness)

Excessive lateness may result in a "U-Rating" and loss of increment for one year. A probationer may be discontinued on the basis of lateness alone. The DOE By-Laws do not define "excessive" lateness.

Lateness of a half-day or less due to extraordinary delay in transportation is considered non-attendance and ordinarily excused with pay. Absences of one-half to two days due to extraordinary delays in transportation may be excused. (DOE By-Laws) Such excuse is not mandatory.

**LAYOFF:** (See Agree. Art. 14G, 17D)

**LEAD TEACHERS:** (See Agree. Art. 11 IV A)

Lead teachers teach for part of the day and provide professional development for the remainder of the day. Lead Teacher positions are advertised city-wide. Selections are made at the school level from a regional pool. Because of an extended year and additional hours, lead teachers earn \$10,000 in addition to their regular salary.

**LEADERSHIP TEAMS**

Leadership teams should be established in each school. The principal, chapter leader and PA president serve on the team. All other members must be elected. It is the responsibility of the team to develop the Comprehensive Education Plan for the school and to adjust the budget so the CEP can be implemented.

**LEAVES OF ABSENCE:** (See "Leaves of Absence" section)

**LEGAL ASSISTANCE:** (See Agree. Art. 10; "Due Process/Ratings/Summons" section)

If a teacher is a defendant in a civil or criminal action or proceedings arising out of disciplinary action taken against a pupil "while in the discharge of his duties and within the scope of his employment," the DOE is required to provide legal assistance. The DOE will, however, not regard actions arising out of charges of personal criminal action against a teacher outside the scope of the teacher's employment. If circumstances warrant, members should contact the DOE's Office of Legal Services, 212-374-6888, as well as their district representative.

The UFT provides legal assistance in the arrest and arraignment process, and NYSUT has established a Legal Defense Fund. In the event a member finds himself/herself in this situation, the chapter leader should contact the district representative or borough office immediately.

**LENGTH OF THE SCHOOL DAY:** (See Agree. Art. 6A)

The school day for teachers serving in schools is six hours and 20 minutes inclusive of the lunch period, plus such additional time as the By-Laws provide.

In 2006, the work day was extended 37.5 minutes in non-extended time schools in return for a salary increase. The extended time in single session schools would be used for small group instruction not to exceed 10 students. On professional development days, the school day is six hours and 50 minutes.

**LENGTH OF THE SCHOOL YEAR:** (See Agree. Art. 6C)

The work year for employees begins on the Thursday preceding Labor Day. Thursday and Friday as well as Brooklyn/Queens Day are used for professional development. Part of the time on the days preceding Labor Day will be allotted to classroom preparation.

**LESSON PLAN FORMAT:** (See Agree. Art. 8E)

The organization and development of lesson plans are within the discretion of each teacher. A principal or supervisor may suggest but cannot require a particular format.

**LETTER BOXES:** (See "Academic Freedom"; "Role of the Chapter Leader" section)

**LETTER IN THE FILE:** (See Agree. Art. 21A, 21B; Counseling Memos; Teacher Files)

Teachers must be given the opportunity to read any material that will be placed in his/her file. The teacher must acknowledge that he/she has read the letter by signing it.

The teacher has the right to attach a response to the letter which must be appended to it. The supervisor cannot respond to the response.

Letters in the file cannot be grieved.

**LIBRARY TEACHERS:** (See Agree. Art. 7A8, 7B9, 7C4; Cluster Teacher Program)

In the high schools, teachers of library will not be required to serve in more than one school.

Teachers of library in high schools, junior high schools and intermediate schools shall not be given any administrative assignments.

In the elementary schools, programs of the licensed teachers of library shall include 20 45-minute periods per week. The teachers of library shall have the same number of preparation periods and duty assignments as all other teachers in the school. The other periods shall be devoted to professional assignments related to the library program.

Per diem substitutes employed for library teaching shall be assigned to the library.

**LICENSES:** (See Agree. Art. 5; Assignments)

Regular licenses are established by the DOE and are valid for classroom teaching service under regular appointment or for day-to-day per diem work.

A person who has been dismissed or who has resigned while charges were pending is not eligible for re-employment on any previously held license, nor shall be issued a substitute license. He/she may not be a candidate for license in a new examination except with the expressed permission of the chancellor. (DOE By-Laws)

**LIFE INSURANCE:** (See "Membership Benefits" section)

**LOSS OF PROPERTY:** (See Damage or Destruction of Property)

**LOYALTY OATHS:** (See Academic Freedom)

**LUNCH PERIOD:** (See Duty Free Lunch Period; Length of the School Day)

**MATERIAL IN FILE:** (See Teacher Files)

**MATERNITY LEAVE:** (See "Leaves of Absence" section; Agree. Art. 16E2)

**MATTERS NOT COVERED:** (See Agree. Art. 20; "Grievance" section)

**MEDICAL ARBITRATION:** (See Agree. Art. 21J4; "Injury in the Line of Duty" section)

**MEDICAL EXPENSES:** (See Agree. Art. 3H, 21J4; "Membership Benefits" section)

**MENTOR-INTERN PROGRAM:** (See Agree. Art. 8G2)

This program is designed to support beginning teachers by fostering a collegial relationship with experienced teachers. This relationship provides the intern with assistance in developing effective teaching strategies by sharing the accumulated knowledge and skills of the mentor.

**MILITARY LEAVE:** (See Agree. Art. 28C, 16A4, 16F; "Leaves of Absence" section)

**MUMPS:** (See "Absences")

**MUSIC TEACHERS:** (See Agree. Art. 7C4)

**NATIONAL SCIENCE FOUNDATION – NDEA SUMMER INSTITUTE:** (See "Absences")

**NEGLECT OF DUTY:** (See "Due Process/Ratings/Summons" section)

**NEW TEACHER PROGRAMS:** (See Agree. Art. 8G3)

The Union and the DOE share a common concern for staff development for teachers new to the system. They are entitled to collegial support as soon as they enter the system. As a result, mandatory time for staff development has been established for certified and uncertified teachers.

**NEW YORK TEACHER:** (See "Membership Benefits" section)

**NON-ATTENDANCE WITH PARTIAL PAY:** (See Absences)

**NON-TEACHING ASSIGNMENT:** (See Agree. Art. 7A, 7B, 7C, 7K, 7U; Administrative Assignments; Compensatory Time Position)

**NO REPRISAL CLAUSE:** (See Agree. Art. 8K; Special Education Student Referral)

**NOTICE OF VACANCIES:** (See Agree. Art. 7I, 18, 19)

**OBSERVATIONS:** (See Agree. Art. 21A, 21B3, 8J; Teacher Files)

The DOE has established the following minimum number of classroom observations:

For tenured staff one full period, for probationary staff and full-time substitutes two full periods; in the high schools two full periods by the A.P. and one by the principal.

The principal has the right to make unannounced observations. The burden of proof as to whether the number of observations is excessive rests with the teacher. (Matter of Mauer, Step 3, 1/29/65)

A teacher may request a pre-observation conference.

The classroom visit should be followed by a post-observation conference between the supervisor and the teacher. A written REPORT OF OBSERVATION then follows. The teacher is entitled to a copy of this report. A copy, signed by the teacher to acknowledge receipt, is placed in the teacher's file. The teacher may not refuse to sign a copy, but may append a response. (Matter of Gordon, Step 3, 10/20/64)

Teachers are well-advised to write down for their own record as fully, and as soon as possible, their own recollections of their lesson. Such a record will be useful in the conference with the chairman, and for the refutation of unmerited adverse criticisms in the report.

If the report seems to the teacher to be inaccurate, biased, or otherwise objectionable, he/she should append the words "answer follows" to his/her signature, and insist that it be placed in his/her file. **IT IS WISE TO HAVE THE CHAPTER LEADER REVIEW THE ANSWER BEFORE THE TEACHER FILES IT, TO MAKE SURE IT DOES NOT CONTAIN INADVISABLE STATEMENTS.**

Observation reports and confidential reports may be forwarded to a new school when a teacher transfers. All official notices, such as ratings, absence, etc., are transferred.

The UFT and the DOE have developed an evaluation and professional development plan that will give each staff member a choice and role in his/her professional growth. They will attempt to develop a high quality prescriptive evaluation and professional growth system.

**OFFICE OF SCHOOL SAFETY:** (See Agree. Art. 10; School Safety)

**OFFICIAL CIRCULARS:** (See Agree. Art. 19I; "Role of the Chapter Leader" section)

**OFFICIAL TIME FOR REPRESENTATIONAL ACTIVITIES:** (See Agree. Art. 19B; "Role of the Chapter Leader" section)

**OTP:** (See Agree. Art. 7C2; Cluster Teacher Program)

In the spring of each year, the principal and the chapter committee shall meet to review the OTP positions in the school. The goal is to agree on the responsibilities, qualifications, term of office, etc. When agreement is reached, it must be ratified by the chapter and only the chapter will then have the right to grieve a misapplication of the ratified agreement.

**OUT OF CITY SERVICE CREDIT:** (See Agree. Art. 3; "Salary" section)

**OUT-OF-LICENSE TEACHING:** (See Agree. Art. 5; Assignments)

State Law requires that a teacher be assigned to duties in accordance with the rank and the subject of his license. (Educ. 2573, Sub. 10) This is modified by a Commissioner's regulation permitting the chancellor to assign five class hours per week out-of-license.

**PARENT ASSOCIATION:** (See "Role of Chapter Leader" section)

**PART-TIME ASSIGNMENTS:** (See Agree. Art. 7P)

Regularly appointed teachers who are on leave may be assigned to less than full-time positions. Teachers in these positions will be entitled to medical benefits, pro rata salary and pro rata sick leave.

**PAST PRACTICE, POLICY AND RULE:** (See Art. 20; Discrimination; "Grievance" section)

**PAY PRACTICES:** (See Agree. Art. 3A; "Salary" section)

**PAYMENTS:** (See Absences; "Leaves of Absence" section; "Salary" section)

**PEDAGOGICAL JUDGMENTS:** (See Observations)

**PEER INTERVENTION PROGRAM:** (See Agree. Art. 21I; "Due Process/Ratings/Summons")

The DOE and Union recognize that instructional services should be delivered by a highly qualified and motivated staff, who must be accorded the respect and professional treatment to which they are entitled.

Towards that end, the DOE and the Union have agreed to provide peer assistance on a voluntary, confidential basis to staff who have completed probation and who believe that their teaching competence will benefit from that assistance.

**PER DIEM:** (See Agree. Art. 7N1, 13, 16E2)

**PER SESSION:** (See Agree. Art. 15; "Grievance" section)

Teachers whose absence from their day school positions is excused with pay for illness **MAY NOT SERVE IN AFTER SCHOOL PROGRAMS ON THE SAME DAY**. This does not apply to absence for other causes excused with pay.

Sick leave in a per session activity is accrued on the basis of one day per 20 days worked. If they are not used, the time may be transferred into the pedagogue's C.A.R.

The per session years begins on July 1 and ends on June 30. The maximum number of hours of per session work that may be performed during this period is 400 hours. Any service which exceeds 400 hours must be approved in writing by the Executive Director of Human Resources through a Per Session Waiver form.

**PERSONAL BUSINESS:** (See Absences)

**PERSONAL PROPERTY:** (See Agree. Art. 3I; Damage or Destruction of Property)

**PERSONNEL FILES:** (See Agree. Art. 21A, 21B; Teacher Files)

**POSTING:** (See Agree. Art. 7A3, 7B3, 18, 19; Compensatory Time Positions)

**PREPARATION PERIODS:** (See Agree. Art. 7B4, 7C4, 7O5, 7N6)

Preparation periods are to be unassigned and used for job-related professional work. This may include preparation of classes or teaching material, presentation of or attendance at demonstration lessons, participation in teacher training and conferences with the principal, with other teachers, with guidance counselors or with parents. (For number of preparation periods and special circumstances see contract articles.)

**PRIOR SERVICE – SALARY CREDIT:** (See "Salary" section)

**PROBATIONARY PERIOD:** (See Agree. Art. 21K; "Due Process/Ratings/Summons" section; Jarema Credit)

Pedagogues on probation who have completed three years of service on regular appointment in the school shall be granted tenure.

This period of time may be shortened by application of jarema credit. (See Jarema Credit)

Service in 7th and 8th grades of an elementary school, in junior high school, intermediate school or in high school may be offered as secondary school experience.

A regular junior high school teacher appointed to the high school may offer one year of such experience.

Pedagogues reinstated after withdrawal of resignation do not serve a new probationary period provided they had completed probation prior to resignation and withdrew their resignation within five years. All others have to meet the requirement of By-Law 255.

*Discontinuance of Service:* Tenure is automatically acquired at the end of the probationary period unless the DOE gives notice of intention to discontinue the teacher's services at least *60 calendar days* prior to the end of the probationary period.

A discontinuance of probationary service does not terminate a pedagogue's license but merely the probationary service in a particular district. If the pedagogue can secure a new position, he/she can begin a new period of probationary service. However, the position must be in another district division.

The pedagogue may resume service on another license under which he served immediately prior to appointment.

A probationer who is absent more than 25 days per annum will be denied salary increment unless the absence has been satisfactorily explained to designated officials.

Probationary teachers receive a REPORT ON TEACHING SERVICE during each year of probationary service. This is more detailed than the annual rating and asks for the principal's recommendation for continued service. The teacher must receive a copy at the time of filing.

A probationer who receives a "U" rating in the last year of probation may be denied tenure unless the rating is reversed upon appeal. (See Tenure)

Probationers who have completed at least three years of service on regular appointment in the school shall be entitled, with respect to the discontinuance of their probationary service, to the same review procedures as are established for tenured teachers under Section 2590j of the Education Law. (See "Due Process/Ratings/Summons" section)

**PROFESSIONAL ACTIVITY OPTIONS:** (See Agree. Art. 7A6, 7B8, 7C4g, 7F3)

Teachers who have a professional period must select a professional or administrative activity to perform during this period. This cannot be an additional teaching period except that secondary school teachers may volunteer to teach a class that is in a shortage license area and will be compensated in accordance with Article 7-0. In the contract there is a menu of activities from which the teachers may choose. A teacher who wishes to participate in an activity not listed on the menu may do so with the approval of the principal. Teachers performing Homeroom fulfill the requirement of the professional period. Teachers who choose A.M. or P.M. bus duty will use their professional activity period as a preparation period. All contractual provisions with regard to compensatory time shall remain in place.

**PROFESSIONAL ACTIVITY PROCEDURES:** (See Agree. Art. 7U)

Each spring the chapter leader and the principal shall meet to determine the number of positions, the qualifications, and the responsibilities required for each activity on the menu of professional activity options. The principal will make the final determination. If the Union believes the number of positions selected for administrative activities set by the principal is inappropriate, the Union may appeal the decision to the Chancellor. If agreement cannot be reached, the appeal then goes to the NYC Office of Labor Relations. This same procedure would be used by a teacher who believes a selection decision is in violation of the agreement.

Teachers will select three activities from the menu. The principal makes the assignments based on qualifications and availability. The teacher will receive one of the three choices. If this is not possible, the teacher will be given an opportunity to select three additional choices. No teachers may be involuntarily assigned to an administrative activity for consecutive years.

Teachers new to the school system or teachers in danger of receiving a U rating may be assigned to professional development or common planning as their professional activity. Teachers hired in the fall will be offered three choices by the principal from the menu.

Teachers will be notified in writing prior to the end of the school year of their assignment for the following school year. It will be incorporated into their program.

**PROFESSIONAL CONFERENCES:** (See "Absences")

**PROGRAM GUIDELINES:** (See Agree. Art. 7A2, 7B2)

**PROGRAM PREFERENCES:** (See Agree. Art. 7A2, 7B2, 7C2)

In addition to subject and grade level, a teacher may indicate on the preference sheet the professional activity the teacher wishes to engage in for the term or year. This selection shall be made from a menu of contractual activities.

**PROMOTIONAL DIFFERENTIAL:** (See Agree. Appendix A II G; "Salary" section)

**PROVISIONAL TEACHERS:** (See Agree. Art. 5C)

The term "provisional teachers" now replaces temporary per diem certificate holders.

Provisional teachers fall into one of two categories:

1. Certified Provisional Teachers (CPT) or
2. Preparatory Provisional Teachers (PPT)

A CPT is a person who has not been appointed but has state certification, a NYC regular license or a NYC substitute license prior to June 30, 1969.

A PPT is a person who has not completed the requirements for state certification. PPT's may be renominated for each of three years provided service is satisfactory and there is progress toward certification.

**PUPIL DISCIPLINE:** (See Agree. Art. 9; Appendix B; Corporal Punishment, Disruptive Children)

**QUALIFICATIONS:** (See Agree. Art. 7A3, 7B3, 7C1,; "Compensatory Time Positions"; "Rotation")

Qualifications for an assignment are considered in making selections for compensatory time positions, OTP positions and for rotation of class assignments. Special teaching assignments in special education also carry posted qualifications.

**RACE:** (See Agree. Art. 2; Discrimination)

**RATES OF PAY:** (See Agree. Appendix All; "Salary" section)

**RATINGS:** (See "Membership Rights" section)

**READY-OR-NOT:** (See "Membership Services" section)

**REDESIGNED SCHOOLS:** (See Agree. Art. 18D)

Staffing new or redesigned schools must follow specific guidelines. A Personnel Committee composed of two Union representatives, two representatives of the community superintendent and a principal and parent is established to interview prospective staff.

For the first year, if sufficient numbers apply, at least 50 percent of the displaced staff must be placed in the new school. These must be selected from among the most senior, appropriately licensed applicants who meet qualifications.

**REDUCTION OF PAPERWORK:** (See Agree. Art. 8I)

As part of the ongoing emphasis on professionalism, an attempt is being made to reduce the amount of unnecessary paperwork. The requirements of completing forms for supplies, student attendance, etc., were found to be burdensome. In light of this, committees at the divisional, district, and city-wide level have been developed. It should be the goal of the committees to reduce the excessive paperwork to the extent possible.

**REGULAR LICENSE:** (See Agree. Art. 5; Licenses)

**REGULAR SUBSTITUTE:** (See Absences; Transfers)

**REIMBURSEMENT:** (See Absences; Transfers)

Victims in assault cases will be reimbursed by the DOE for reasonable medical expenses not covered by insurance and not to exceed \$750 because of injury in the line of duty. At the discretion of the chancellor, a waiver on the \$750 may be granted on unreimbursed medical expenses sustained as a result of an assault.

**REINSTATEMENT AFTER RESIGNATION:** (See Agree. Art. 5E; Withdrawal of Resignation)

**RELIGIOUS OBSERVANCE:** (See "Absences"—Absence Excused With Partial Pay (Non Attendance); Sabbath Observance)

**REMOVALS, SUSPENSIONS, TRIAL OF CHARGES:** (See Agree. Art. 21; "Due Process/Ratings/Summons" section)

**REPLIES:** (See Agree. Art. 21A, 21B; Observations; Teachers Files)

**REPRIMAND:** (See Agree. Art. 21B; "Due Process/Ratings/Summons" section)

**REQUEST FOR MEDICAL EXAMINATION OF A TEACHER:** (See Agree. Art. 21I)

**REQUIREMENT, LICENSE:** (See Licenses)

**RESIGNATION:** (See Agree. Art. 5)

A teacher may resign at any time, with or without stating the cause, provided the chancellor is given 30 days' notice. (NY Ed. 3019)

A teacher who has served on a one-year appointment and who has accepted a new appointment on another license may resign the second and ask for reassignment on the first. He/she may not withdraw his resignation on the second license. (DOE By-Laws)

Consult with pension advisor in regard to possible vesting rights.

A teacher who has been absent for 20 consecutive days without notice is considered to be in resignation.

**RESOURCE ROOM TEACHER:** (SETSS) (See Agree. Art. 7K2d, 7N7, 7F, 17B Rules 1-C, 3-3)

**RESPONSE TO A LETTER OR OBSERVATION REPORT:** (See Agree. Art. 21A, 21B; Observation; Teacher Files)

**RESTRUCTURING:** (See "Redesigned Schools")

The teacher centers are working with a number of school teams which are composed of the principal, the chapter leader and chapter members to develop a planning process and to learn skills that will result in school-wide change. The entire school faculty will eventually be involved and will "own" the changed or restructured program.

**RETENTION OF ASSIGNMENT – SUBSTITUTE TEACHERS:** (See Agree. Art. 17A)

A regular substitute who, upon completion of one year of service in a school, has been notified in writing by the principal that he/she will be reassigned in that school for the following school year shall be assigned for the following school year to a regular substitute opening in that school unless the opening has ceased to exist. In the event that the opening has ceased to exist, the substitute shall be given at least fourteen (14) days' notice prior to the beginning of the following school year that the opening has ceased to exist and that he/she will not be reassigned to the school. If such notice is not given and the substitute has not been assigned to another school, the superintendent in charge of the district will provide the substitute with the opportunity during the first twenty (20) days of the following school year to perform per diem service available in the district. The opportunity to perform such service will be provided for a number of days, not to exceed ten (10), equal to the difference between fourteen (14)

days and the actual number of days' notice given to the substitute prior to the beginning of the school year.

Regular substitutes with more than one year of continuous satisfactory service have priority of retention in the school according to length of service.

If a CPT has been released due to the loss of a position, the CPT has priority for assignment to an unencumbered vacancy in the district. The CPT can displace a PPT with less than one year seniority.

**RETENTION RIGHTS:** (See Agree. Art. 15; Per Session; Art. 17A; Assignments)

**REVIEW OF RATINGS:** (See Agree. Art. 21K; "Due Process/Ratings/Summons" section)

**ROOM ASSIGNMENTS:** (See Agree. Art. 7A2b, 7B2d)

The number of different rooms in which assignments occur should be held to a minimum.

**ROTATION:** (See Agree. Art. 7A3, 7B3)

Classes, sessions, annex assignments and professional assignments must be rotated in accordance with the provisions of the contract.

**RUBEOLA:** (See Agree. Art. 16A14; Absences)

**SABBATH OBSERVANCE:** (See Absences)

Teacher programs may be amended to conform to a requirement of the teacher's religion on his Sabbath or other holy day, provided that such absence from work shall be made up by an equivalent amount of time and work or charged against a leave with pay. (Executive Law NY Article 15, Section 296; Sp. Circ. #5, 1975-1976)

**SABBATICALS:** (See Agree. Art. 16B; "Leaves of Absence" section)

Sabbaticals are granted for study and restoration of health. Courses for study sabbaticals must be job related. Sabbaticals for restoration of health must be approved by the medical director.

**SAFETY:** (See School Safety)

**SALARY:** (See "Salary" section)

**SCHOOL-BASED OPTIONS:** (See Agree. Art. 8B)

The UFT chapter in a school and the principal may agree to modify the contract or DOE regulations concerning class size, rotation of assignments/classes, teacher schedules

and/or rotation of paid coverages for the entire school year. Seventy-five percent of those voting on the option is necessary to approve the option. Resources available in the school must be maintained at the same level which would be required if the proposal were not to be put into effect.

School based options open the door to restructuring and shared decision making. The chapter leader should set up committees in the school to work on school based options. Assistance is available through the district representative and the borough office.

**SCHOOL CONFERENCES:** (See Agree. Art. 7Q; Conferences)

**SCHOOL PROGRAMS:** (See Agree. Art. 7A2, 7B2, 7B4, 7C4, 19; "Role of Chapter Leader" section—Access to Information)

Shall be posted in September in an area accessible to the entire faculty.

**SCHOOL REORGANIZATION:** (See Agree. Art. 22B4 and "Grievance" section)

**SCHOOL SAFETY:** (See Agree. Art. 10)

Safety problems may involve you with several agencies within and outside the (DOE) and have a significant impact on schools and individuals. Here are several areas of which you should be aware:

**Safety Plans** – Principals *must* consult with the chapter committee in developing and annually updating school safety plans. Chapter leaders are urged to confer with Parent Association representatives regarding their mutual concerns. Violation of school safety plans are grieved via Agree. Art. 10B. Safety plans must also reflect procedures ensuring safety with the elimination of administrative assignments.

**Crisis Intervention Plan** – Each school is expected to submit a crisis intervention plan which develops emergency procedures for major school disorders and complements the school safety plan. This is to be prepared in consultation with the UFT consultation committee and the Parents Association and must be submitted at the same time as the safety plan.

**Reporting Incidents** – The principal is required to report all incidents involving staff to the DOE's Office of School Safety and the Office of Legal Services. He/she is also required to report all crimes to the police. (Chanc. Regs. A412) The member should obtain a copy of this report.

Chapter leaders should report all incidents to the UFT on our incident report form. This procedure helps us monitor the DOE reporting and enables us to send information to victims.

Chapter leaders should also call the district representative immediately when an incident has occurred in the school.

**SCHOOL-WIDE SENIORITY:** (See Agree. Art. 28)

Seniority in the school shall be determined by the number of years of continuous service in the school as a regularly appointed teacher and as a regular substitute. Teachers excessed into the school carry their school seniority from the previous school with them.

**SCIENCE EXPERIMENT REVIEW PANEL:** (See Agree. Art. 10G)

A panel consisting of three lab specialists and three science teachers selected by the Union and three science supervisors will consider any dispute concerning the safety and efficiency of scientific experiments and procedures in the school. These disputes must be presented in writing to the panel.

**SELF-TREATED DAYS:** (See Absences)

**SENIORITY:** The definition of seniority is not necessarily the same for all purposes.

Excessing	-	See Agree. Art. 17B
Layoff	-	See Agree. Art. 17D
Sabbaticals	-	See Agree. Art. 16B
School-wide assignments	-	See Agree. Art. 28
Recall	-	See Agree. Art. 17D

**SESSIONS:** (See Agree. Art. 7A3b, 7B3b)

**SEX DISCRIMINATION:** (See Agree. Art. 2; Discrimination)

**SHORTAGE LICENSE AREA:** (See Agree. Art. 5G, 7-O)

There are license areas in which there is a city-wide shortage. In a school where a vacancy exists in one of these areas authorization may be given to fill the position with a teacher who volunteers to teach up to five additional periods per week in lieu of their preparation period. In return the teacher is paid additional money as noted in Article 7-O.

**SICK LEAVE:** (See "Absences"; "Leaves of Absence" section)

**SIGNATURE:** (See Teacher Files)

**SKIN TEST:** (See Agree. Art. 16A16)

Employees who are absent due to an allergic or positive reaction from a skin test do not suffer loss of sick bank days.

**SLOAC:** (See "Leaves of Absence" section)

**SMOKING:** (Chanc. Regs. C/D 810, September 9, 1993)

Smoking is prohibited in all areas within the school buildings.

**SPECIAL BEHAVIOR PROBLEMS:** (See Agree. Art. 9)

**SPECIAL COMPLAINTS:** (See Agree. Art. 23; Harassment)

**SPECIAL EDUCATION:** Clauses which pertain specifically to special education may be found in Article 7F (Assignments; IEP/Special Education Teachers); Article 7K (City-wide Special Education); Article 7L (Speech Improvement Teachers).

**SPECIAL EDUCATION STUDENT REFERRAL:** (See Agree. Art. 8K)

The DOE is responsible to maintain a work environment free from reprisals based on the proper and professional exercise of responsibilities related to identifying students who are suspected of having disabilities.

**SPECIAL MEDICAL EXPENSES:** (See Agree. Art. 3H)

**SPECIAL SERVICE SCHOOLS:** (See Agree. Art. 7B4b, 7K2a, 7M2c)

Special service schools are also called Title I schools. Terminology is interchangeable.

Title I junior high schools have different requirements for teaching periods and preparation periods. The contract should be consulted.

**SPEECH IMPROVEMENT:** (See Agree. Art. 8L)

**SPLIT ASSIGNMENTS:** (See Agree. Art. 7H)

Upon request, teachers serving in a split assignment shall be assigned to a full position in the district superintendency or program before a newly-hired employee. The assignment shall be based on layoff seniority.

**STAFF DEVELOPMENT:** (See Agree. Art. 3B, 8G, 8A3; In-Service Training)

**STAFFING NEW OR REDESIGNED SCHOOLS:** (See Agree. Art. 18D)

Staffing of new or redesigned schools will be accomplished for the first year through a personnel committee consisting of representatives of the Union and the DOE. At least 50 percent of the pedagogical positions shall be filled from among the appropriately licensed most senior applicants from the impacted schools who meet the school's qualifications.

### **STORM DAY PROCEDURES:**

The procedures for school closings and delayed openings, which the UFT fought for and won, are in the DOE Memorandum No. 9 of January 19, 1995. At our urging, the chancellor has added some flexibility for staff parking in bad weather.

The chancellor will make the city-wide decision to close or delay the opening of schools for two hours as early as possible prior to 6 A.M. on the affected day; that decision will be relayed to WINS (1010 AM) and WCBS (880 AM) radio. No schools should close or open late without the chancellor's authorization.

Another memorandum on parking in bad weather permits the principal, in consultation with the custodian, to open schoolyards for staff parking when the weather limits normal parking areas.

As for per session jobs and preps, remind your members that:

There is no payment for per session jobs missed on the days schools were closed.

There is no payment for preps totally lost due to a two-hour-delay opening. If on the day of the delayed opening school started during a teacher's prep period and the teacher lost any part of that prep because of an assignment, he/she must be paid for the lost prep. It is permissible for members to be asked to perform an emergency assignment during that time.

Also, be sure to call the UFT Hotline (212-777-0190) for the most accurate information about whether storm conditions will affect Union activities. On days when the DOE closes schools, the UFT also will close after-school Union activities and classes.

### **STUDENT'S GRADES:** (See Agree. Art. 8D)

Before the principal changes a student's grade, the principal must notify the teacher in writing of the reason for the change.

### **SUMMER WORK:** (See Agree. Art. 15)

**SUMMONS, NOTICE OF:** (See Agree. Art. 21C; "Due Process/Ratings/Summons" section)

**SUPERVISOR:** (See Observation)

**SUPERVISORY POSITION-ACTING:** (See Agree. Art. 7I, 19I; Acting Supervisor)

**SUPPLIES:** (See Agree. Art. 7R, Basic Instructional Supplies; Agree. Art. 7S, Additional Facilities, Teacher's Choice)

**SUSPENSION:** (See Agree. Art. 21D; "Due Process/Ratings/Summons" section)

**TAYLOR LAW:** (See Agree. Art. 2)

**TEACHER ASSIGNMENTS:** (See Assignments; Cluster Teacher Program)

**TEACHER FILES:** (See Agree. Art. 21A, 21B; Observations)

Official files are maintained in the school.

No material derogatory to a teacher's conduct, service, character or personality shall be placed in the files unless the teacher has had an opportunity to read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing within three months of its occurrence, exclusive of the summer vacation period may not later be added to the file.

The teacher must have an opportunity to read the material in the file. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. (ONLY ONE COPY SHOULD BE SIGNED.) Such signature merely signifies that he/she has read the material to be filed and does not indicate agreement with its contents.

A teacher should not refuse to sign a statement that he/she has seen a copy of the material to be placed in his/her file. **IT IS UNDERSTOOD THAT THIS SIGNATURE DOES NOT INDICATE AGREEMENT WITH THE CONTENT, BUT IS MERELY AN ACKNOWLEDGMENT THAT THE TEACHER HAS, IN FACT, SEEN THE DOCUMENT BEFORE IT WAS PLACED IN THE FILE.**

The teacher has the right to answer any material filed and his/her answer must be appended to the file copy. The teacher should keep a copy for his/her own records. Be sure to confer with the district representative for relevant precedents regarding material in the file.

A teacher may examine his/her file in the principal's office upon appropriate request. If the teacher finds material in the file that he/she has had no opportunity to read, the teacher should insist on its removal. He/she shall be permitted to reproduce any material in his/her file **AT NO CHARGE.** (Knopf Arb.)

Format of bulletin boards, arrangement of classroom furniture, or exact duration of lesson plans may not be used as the basis for discipline.

Material not used in disciplinary actions will be removed from the file in three years.

If a supervisor keeps in his/her possession private notes or reports on the supervision of a teacher, such notes or reports may not be used as an official record against the teacher.

The teacher may see his/her file at the DOE, only if he/she has some urgent reason, with the approval of the Executive Director in charge of Human Resources.

The principal may not put reports on Union activities or copies of grievances into a teacher's file. (Matter of Hazen, Step 3, 11/25/64)

A teacher's file will be forwarded in its entirety to the new school when a teacher is transferred.

**TEACHER PERFORMANCE REVIEW:** (See Agree. Art. 8J; Alternative Assessment)

**TEACHERS ASSIGNED:** (See Agree. Art. 11)

**TEACHER'S CHOICE:**

Teacher's Choice enables teachers to exercise their professional judgment in selecting a wide range of instructional materials and school supplies. The money for Teacher's Choice was allocated by the City Council as a result of an initiative brought by the UFT. A new circular is issued each year and chapter leaders should call their district representative if there is a problem with any aspect of this program.

**TEACHERS OF TECHNOLOGY:** (See Industrial Arts Teachers)

**TEACHERS' PROGRAMS:** (See Agree. Art. 7A, 7B, 7C, 7K7)

**TEACHING ASSIGNMENTS:** (See Assignments)

There should be no more than three consecutive teaching periods in a row (Article 7A2). In high schools and junior high schools, teachers have a maximum teaching load of 25 periods per week (Articles 7A4, 7B4). In elementary schools, teachers will have one prep period a day and a duty free lunch period (50 minutes).

**TEACHING PERIODS:** (See Agree. Art. 7B4)

Teaching periods are those in which the teacher is actively involved with the pupils in the act of teaching either as an individual or a member of a team and has participated in the planning of the instruction to be conducted.

**TELEPHONES:** (See Agree. Art. 7S2)

Pay telephones in schools will be made available to employees for their personal use.

**TENURE:** (See Agree. Art. 21K, 21G; Jarema Credit; Probationary Periods; "Due Process/Ratings/Summons" section)

Tenure is acquired by operation of law. It is conferred once probation has been completed. The probationary period is three years under regular appointment unless it has been reduced by the application of jarema credit.

A teacher who has received tenure in one license area and elects to take an appointment in a new license area may apply to have his/her probationary period reduced by one year. This is known as "traveling tenure."

**TERMINAL LEAVE:** (See Agree. Art. 16A; "Leaves of Absence" section)

**TERMINATION PAY:** (See Agree. Art. 16A; "Leaves of Absence" section)

**THEFT OF PROPERTY:** (See Damage or Destruction of Property)

**TIME CLOCKS:** (See Chanc. Memo. #30, 1986-1987)

Alternative plans to record absence and lateness have been devised in the schools so that time clocks can be eliminated. This action was taken as a step toward professionalizing teaching.

**TITLE I SCHOOLS:** (See Agree. Art. 7A, 7B4b, 7K2a, 7M2c; Special Service Schools)

**TRAINING:** (See Agree. Art. 3B, 8A3, 8G1)

**TRANSFERS:** (See Agree. Art. 18A, 18B)

Principals will advertise all vacancies as early as April 15. Vacancies are defined as positions to which no teacher has been appointed except where a non-appointed teacher is filling in for an appointed teacher on leave.

Teachers wishing to transfer or excessed teachers will apply for positions and will be considered through job fairs or individual application to the school. Interviews will be conducted by school-based human resource committees composed of pedagogues and administrators. Transfers do not require the release of a principal except after August 7.

### **Hardship Transfers**

In addition to the vacancies available for transfer, transfers on grounds of hardship shall be allowed in accordance with the following:

Transfer of teachers after three years of service on regular appointment may be made on grounds of hardship on the basis of the circumstances of each particular case, except that travel time by public transportation of more than one hour and 30 minutes each way between a teacher's home (or City line in the case of a teacher residing outside the City) and school should be deemed to constitute a "hardship" entitling the applicant to a transfer to a school to be designated by the Division of Human Resources which shall be within one hour and 30 minutes travel time by public transportation from the teacher's home, or City line in the case of a teacher residing outside the City. For non-teachers, consult the relevant contract for transfer provisions.

Official documentation must be obtained from:

**IN PERSON**

New York City Transit Authority  
Travel Information (Lobby)  
370 Jay Street  
Brooklyn, NY 11201  
Telephone: 718-330-1234  
Hours of Service: 10:00 A.M. – 3:00 P.M.

**BY MAIL**

New York City Transit Authority  
Customer Service  
370 Jay Street, Room 875  
Brooklyn, NY 11201

The New York City Transit Authority requires a \$10 fee, payable by money order or certified check to "New York City Transit Authority" for each travel time verification request.

**TRANSFERS FOR PARAPROFESSIONALS:** (See Paraprofessional Agree. Art. 14)

Article 14A affords paraprofessionals the opportunity to transfer to another school within their district. Paras should not wait for a vacancy to exist but should send a letter to their district requesting a transfer to a particular school. The district is obligated to offer these vacancies to the applicants.

High school paras should send a letter to High School Paraprofessional Unit, 65 Court Street, Brooklyn, New York 11201.

**Medical Hardship:**

Please be advised that in order to claim medical hardship, documentation must be submitted by your physician attesting to the fact that the location of your current school assignment places undue hardship on either your medical condition or the medical condition of an immediate family member.

**Assault and other reasons for hardship transfers:**

Please attach a letter explaining the circumstances. You may provide documentation such as a letter from a therapist to substantiate your transfer request. If you were the victim of an assault, holdup, or other crime or violent incident you must provide the police case number for verification.

**TRIAL OF CHARGES:** (See "Due Process/Ratings/Summons" section)

**"U" RATINGS:** (See "Due Process/Ratings/Summons" section)

**UNANNOUNCED OBSERVATIONS:** (See Observations)

**UNBECOMING/UNPROFESSIONAL CONDUCT:** (See "Due Process/Ratings/Summons" section)

**UNEMPLOYMENT BENEFITS:**

In general, laid-off members are entitled and should apply for unemployment benefits. Substitute teachers who do not work in the summer are not entitled to these benefits.

**UNSATISFACTORY RATINGS:** (See "Due Process/Ratings/Summons" section)

**USE OF EXCESSIVE FORCE:** (See Corporal Punishment)

**USE OF SUBSTITUTES:** (See Agree. Art. 7A8, 7B8, 7N)

If a substitute is called to cover for an absent teacher, he/she must be used to teach that teacher's classes; if called to work in library, he/she must be assigned to the library.

**VACANCIES:** (See Assignment; Compensatory Time Position; Transfers)

**VACATION PAY:** (See Agree. Art. 3F)

**VENDING MACHINES:** (See Additional Facilities)

**VERBAL ABUSE:** (Chanc. Regs. A-421)

Verbal abuse of students is prohibited. Verbal abuse is not corporal punishment but includes language that tends to cause fear or physical or mental distress; that denotes racial, ethnic, religious, gender, disability or sexual orientation and which tends to cause fear or physical or mental distress; that threatens physical harm; or that tends to belittle or subject students to ridicule.

**VICTIM SUPPORT PROGRAM:** (See Agree. Art. 10A)

The victim support program offers very practical assistance and professional psychological support for school crime victims who work in New York public schools. A licensed psychologist with training and experience in victim assistance offers counseling to victims who are dealing with many emotional symptoms.

In addition, the psychologist will visit schools in the aftermath of serious incidents which cause ripple effect trauma in a staff.

A fellow teacher with a knowledge of DOE policy and procedure as well as a working knowledge of the criminal and juvenile justice systems will assist the teacher victim in dealing with the paperwork, the police, courts and various agencies such as Workers' Compensation Board.

The goals are to help individuals cope with those aspects of their reactions that may interfere with their adequate functioning and to assist victims in resuming their personal and professional lives.

**VISITATION:** (See Observation)

**VOLUNTARY TRANSFER:** (See Agree. Art. 18C; Transfers)

**WAIVER, TEACHERS ON:** (See Agree Art. 5B)

**WASHROOMS:** (See Additional Facilities)

**WEATHER DELAYS:** (See Absence)

**WITHDRAWAL OF RESIGNATION:** (See Agree. Art. 5E, 5F; By-Laws)

A pedagogue who resigns may withdraw his/her resignation and be reinstated provided he/she served a full year (175 days) on regular appointment.

If he/she had completed his/her probation, he/she has a 10-year time limit. If he/she was still on probation, he/she has a five-year time limit.

Conditions of reinstatement:

He/she must pass a medical examination.

A probationer must serve a new probationary period.

The pedagogue must have the approval of the chancellor.

A tenured pedagogue who withdraws his/her resignation within five years does not serve a probationary period.

A tenured pedagogue who withdraws his/her resignation after five years serves a new probationary period and is treated as a reinstated probationary teacher.

A pedagogue who resigns from one license to resume service on a previous license on which he/she had acquired tenure may not withdraw this resignation. A pedagogue who withdraws his/her resignation may be reinstated on the same salary step or year at which he/she was paid prior to resignation. No credit is given for interim substitute service unless his/her salary as a substitute was higher than that at which he/she resigned. If he/she is appointed from a new eligible list, he/she may get credit for all service within a period of 10 years just prior to appointment. (DOE By-Laws)

Retirement credit is granted year for year for prior service.

Reinstated pedagogues are given the same sick leave and sabbatical leave rights as they held at the time of resignation.

If a pedagogue was absent for 20 consecutive days without notice and was deemed to have resigned, he/she cannot withdraw the resignation unless he/she has "reasonable cause."

**WORK DAY:** (See Agree. Art. 6A; Length of the School Day)

**WORK YEAR:** (See Agree. Art. 6B; Length of the School Year)

**WORKERS' COMPENSATION:** (See Agree. Art. 16A13; "Leaves of Absence" section)

Since 1981 pedagogical members of UFT are not covered under worker's compensation. However, as a result of UFT sponsored legislation, it is now possible for eligible Teachers of Technology Education, DOE Nurses and Therapists and Trade Teachers to receive Workers' Compensation benefits. The Paraprofessionals and Lab Specialists' Agreements supplement their coverage under the Workers' Compensation Law. These members may receive full pay for the first five days of absence resulting from injury which they claim was sustained in the course of their employment. Subject to the limitations of the Workers' Compensation Law, such absence may be charged against sick leave reserve if the member submits a doctor's certificate as required under the By-Laws of the Department of Education.

Also, chapter leaders should notify their district representative when members need to make claims for workers' compensation. These members, directed by UFT borough offices, can receive legal counsel regarding their claims.

**WORKLOAD DISPUTES:** (See Agree. Art. 7J (Secretaries); 7L (Guidance Counselors))

School secretaries and guidance counselors can bring the issue of workload before the principal. If it is not resolved the matter can be taken to the superintendent and eventually the chancellor. The procedures are found in the respective contracts.

**WRITTEN OBSERVATION REPORT:** (See Observations)

**X-RAY:** (See Agree. Art. 21G2; Skin Test)

**YARD DUTY:** (See "Administrative Assignments")

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## **DUE PROCESS/RATINGS/SUMMONS**

**DUE PROCESS:** (See Agree. Art. 21; Section 3020-a of State Education Law; Department of Education (DOE) By-Laws)

### **Removals, Suspensions, Trials on Charges:**

The chancellor may suspend tenured employees with full pay or without pay (Art. 21G5, 21G6). They are usually assigned and maintain a six hour and 50 minute day. Teachers must appeal within ten (10) working days of receipt of notice (save the envelope). Immediately upon receipt of charges, the teacher should bring the papers to his/her borough office where he/she will receive assistance.

Article 21G3 of the Agreement provides for an expedited procedure for 3020-a hearings.

### **Cause for removal:**

Excessive absence or excessive lateness

Neglect of duty

Conduct unbecoming his/her position or conduct prejudicial to the good order, efficiency or discipline of the service

Incompetence or inefficient service

Failure to comply with regulations with regard to debts (See "DEBTS," Membership Rights section)

Violation of By-Laws, rules or regulations of the Department of Education

Any substantial cause that makes the employee unfit to properly perform his/her obligations to the service

### **Entitlements:**

The employee is entitled to:

Receive a copy of the charges and specifics relating to the charges

Have a hearing before an impartial arbitrator

Be represented by counsel. Current NYSUT policy is to provide counsel free of charge to employees in the UFT bargaining unit charged with 3020-a offenses.

Call witnesses

Cross-examine witnesses

Penalties imposed as the result of a 3020-a hearing may consist of reprimand, fine, suspension for a fixed time without pay or dismissal. As a result of UFT sponsored legislation being found guilty of charges no longer endangers a member's pension.

No charge may be brought more than three years after the occurrence of alleged incompetency or misconduct, except where the charge is for misconduct for a crime which resulted in conviction. (Educ. 2573 Sub 8a)

Any pedagogue who is suspended pending a hearing and determination of charges shall receive full compensation pending such determination and imposition of any penalty except as set forth in Article 21G5, 21G6 or for members who have been convicted or pled guilty to a felony. (Agree. Art. 21E)

#### **Attendance/Lateness:**

If the DOE intends to discipline an employee regarding absence and/or lateness it must notify the employee and include in the notification the employee's attendance record and any other documentation it intends to introduce in a hearing. The employee must notify the DOE of the nature of the defense and any documentation the employee will present at a hearing. The Union will provide the employee with legal assistance. An arbitrator will preside at the hearing and may level penalties or take other action short of termination.

#### **PARAPROFESSIONAL DISCHARGE: (See Agree. Art. 23)**

A paraprofessional may be discharged for a good and sufficient reason after due consideration by a supervisor having such authority.

If an employee with more than the equivalent of one school term of continuous service is discharged, he/she shall be given a written notice of discharge and a statement of the general reasons for such action. Such employee will also be afforded an opportunity for a prompt and careful review of the discharge in accordance with the provisions of the grievance procedures. A paraprofessional who has been discharged should contact his/her district representative and/or the UFT borough office as quickly as possible.

If the Union is not satisfied with the determination made at Step 2, it may appeal the decision under Article 22 of the Agreement for final and binding arbitration. In the event a para is discharged he/she should notify the district representative.

**SUBSTITUTE TEACHER TERMINATION:** (See Agree. Art. 21C1; DOE By-Laws)

A non-appointed pedagogue filling a full-time vacancy who receives a "U" rating and is terminated is entitled to review procedures as prescribed in the By-Laws.

**RATINGS:**

Pedagogues filling long-term positions are ordinarily rated once per year. The principal must rate any pedagogue who serves 20 days in his/her school. (DOE By-Laws)

The rating officer is ordinarily the principal.

**Ratings may be:**

SATISFACTORY (S)

UNSATISFACTORY (U) may be accompanied by a discontinuance of probationary service/denial of completion of probation.

A person who has received notice of discontinuance of probationary service or a denial of completion of probation is entitled to a review procedure as provided in Article 5, By-Laws.

A person who receives such notice should be advised to call the borough office immediately.

DOUBTFUL (D) may only be given to a probationer in the first year of service. The individual may not be completing probation.

NOT APPLICABLE (N/A) to be used only when a pedagogue is reassigned out of his/her regular assignment for disciplinary reasons. It applies only for the period of reassignment and cannot be used in any proceeding.

**Ratings are due:**

Within the last 10 school days of the year, but no later than four days before the end of the school year.

Not more than four days following the termination of service for a person whose assignment is terminated at some time other than the end of the school year. (By-Laws)

"U" or "D" ratings must be accompanied by support data.

### **Consequences of a “U” rating:**

A pedagogue who has not reached the maximum pay step may be denied salary increments for one year.

Should a “U” rating be reversed on appeal the employee will retroactively be placed on his/her proper pay step with interest.

An applicant for another license may be denied the license on the basis of an unsatisfactory record.

A probationer who receives such a rating in the last year of probation may be denied tenure unless the rating is reversed upon appeal.

The person who receives an unsatisfactory rating can be transferred to another school with his/her permission. If the person wishes he/she can remain in his/her current school.

An unsatisfactory rating may lead to attempts to dismiss the person, even when he/she has tenure. For the person's rights in such a case, see “TENURE” in “Membership Benefits” section. This is extremely rare unless the charges are extremely grave or there have been several unsatisfactory ratings. There is a three-year limitation on the use of documents in preferring charges unless the misconduct led to conviction for a crime.

A person who receives an unsatisfactory rating will be denied a transfer under the UFT transfer plan until he/she has received three consecutive satisfactory ratings.

### **Other ratings pedagogues receive:**

Probationers receive a REPORT ON TEACHING SERVICE during each year of probationary service. This is more detailed than the annual rating for tenured teachers and asks for the principal's recommendation for continuation of service. The teacher must receive a copy at the time of filing.

Teachers who receive a “U” or “D” rating, or fear they are likely to receive one, should confer with their chapter leader and arrange to see a representative in their borough office as soon as possible. They should bring all papers which may bear on the rating: reports of observation, notes for reprimand, etc. If the teacher is tenured he/she may want to seek the services of the Peer Intervention Program.

## **APPEALS FROM ADVERSE RATINGS:**

"U" ratings are not subject to the grievance procedure and are handled through the borough office.

A person who receives a "U" or "D" rating has three weeks (exclusive of summer vacation) to submit notice of appeal in letter form to the Executive Director of the Division of Human Resources with a copy to the principal. If the teacher appeals directly, a copy should also be sent to the UFT borough office. We encourage members to file through their UFT borough office.

It is not necessary or advisable to discuss the basis of the rating in this notice of appeal. This applies to regular pedagogues, whether on tenure or probation. Per-diem substitutes should also file a notice of appeal. Although they are not granted the right to be covered by By-Laws, they may have an opportunity for an interview. Appeals should be sent by certified mail, within three school weeks following receipt of such notice. The chancellor will direct the rating officer to furnish the teacher with a statement of "reasons, facts, and conditions" upon which the rating was based.

Within three weeks from the day that this statement is forwarded to the appellant's school or last known address, he/she must submit his/her written rebuttal to the Office of Appeals and Review. The appellant would be well-advised to seek help from the UFT borough office.

A chancellor's hearing officer will summon the appellant and other officially interested persons to a hearing to review the matter, and issue findings as soon as practicable, but no later than one year from the date of the rating complained of.

### **The pedagogue has the following procedural rights:**

To appear in person

To have an advisor present who may be an employee of the DOE whom he/she asks to represent him/her or a member of the UFT who is not a lawyer

To confront witnesses

To call witnesses

To cross-examine witnesses

To introduce relevant evidence

To secure a copy of the testimony upon payment of a fee

**Usual practice of these hearings:**

The rating officer presents his/her case. The person or his/her representative may cross-examine. The hearing officer may question rating officer.

The appellant then presents his/her own case, witnesses, documentary evidence and own testimony. The hearing officer may question appellant.

Testimony is limited to the rating period. Evidence from an earlier or later time is inadmissible.

A record is kept, usually a tape recording. A copy may be purchased at cost.

Where the record of the hearing is defective, the person is entitled to another hearing.

Other reversible errors would be failure to permit presentation of witnesses, or a reasonable opportunity to cross-examine witnesses.

The appellant has the right to appeal the chancellor's decision to the State Commissioner of Education or the courts. Unless gross error, malice, prejudice or bad faith can be proven, they are not likely to reverse the decision.

A person who wishes to appeal should consult with the borough office. Such an appeal (the actual appeal, not merely the notice of appeal) must be filed within 30 days of the act complained of. Delay in consulting with an advisor may block an appeal. These appeals are to be taken seriously.

A discontinuance of probationary service does not terminate a teacher's license but merely the probationary service in a particular district. If the teacher can secure a new position, he/she can begin a new period of probationary service. However, the position must be in another district or division.

**PEER INTERVENTION PROGRAM:** (See Agree. Art. 21I)

A Peer Intervention Panel has been negotiated with the DOE and the UFT to provide peer assistance on a voluntary, confidential basis to staff who have completed probation and who believe that their competence will benefit from that assistance.

**SUMMONS:** (See Agree. Art. 21; Educ. Section 2560 and 2568; Sp. Cir. 92, 1976-77)

Whenever an employee is summoned for an interview for the record which may lead to disciplinary action, he/she shall be entitled to be accompanied by a representative who is employed by the city school system, or by an employee of the Union who is not a lawyer, and he/she shall be informed of this right. However, where the Division of Human Resources permits an attorney who is not a member of the city school system to represent any participant in the interview, the employee shall be entitled to be represented by an attorney. An interview which is not held in accordance with these conditions shall not be considered a part of the employee's personnel file or record and neither the fact of the interview nor any statements made at the interview may be used in any subsequent DOE proceeding involving the employee. It is understood that informal conferences for professional improvement may be conducted off the record and shall not be included in the employee's personnel file or record.

Incidents investigated by the chancellor or by a governmental agency must be reduced to writing six to 12 months, respectively, from the date of the incident. Employees must receive a copy and have an opportunity to provide a written response.

#### **Summons to the Principal's Office**

An employee summoned by the principal to a conference which may lead to disciplinary action for reasons of misconduct may be accompanied, at his/her option, by the chapter leader or his/her designated alternate. Principals are not obliged to inform teachers of this right nor are they required to tell teachers beforehand that a conference may lead to disciplinary action. They must, however, so inform a teacher if the teacher asks. For this reason, it is a good practice for any teacher, when summoned to a conference by the principal, to ask directly if this conference may lead to disciplinary action. The principal must then respond either yes or no. If yes, the teacher may then exercise the option to have a representative accompany him/her. Do not depend upon the principal to voluntarily inform teachers prior to conference that the conference may lead to disciplinary action or of their right to representation.

#### **Summons to the District Superintendent's Office**

Employees summoned to the office of a district superintendent or to the Division of Human Resources shall be given two days' notice and a statement of the reason for the summons, except where an emergency is present or where considerations of confidentiality are involved. The district representative or UFT borough office should be notified of any such summons.

### **Summons to the Office of Appeals and Review**

An employee summoned to the Office of Appeals and Review for an informal conference to discuss allegations of corporal punishment should be accompanied by a Union representative. Contact your borough office.

### **Summons to the Deputy Commissioner of Investigations**

All allegations of employee misconduct are required to be reported to the Office of the Special Commissioner of Investigations. This office is independent of the DOE and answers directly to the mayor. Allegations against employees are received by the Office of the Special Commissioner of Investigations, are evaluated and are sorted. Allegations involving possible criminal activity, financial fraud and other serious matters are investigated directly by this office.

If a member is contacted by agents of the Special Commissioner, he/she should inform them that he/she does not wish to answer any questions except in the presence of an attorney. You (or the member) should obtain the agents' names and the case number and call the borough office immediately. If appropriate, arrangements will be made for an attorney to accompany the member at the interview.

Less serious matters are referred to the Office of Special Investigations of the DOE. This office is an agent of the Department of Education and its director is responsible to the chancellor. Allegations of corporal punishment, use of improper language and non-sexual touching are among the matters investigated by this office.

If a member is contacted by the Office of Special Investigations, you (or the member) should contact the borough office immediately. Arrangements will be made for a representative to accompany the member at the interview. Again, members should not answer any questions without representation.

Incidents investigated by the chancellor or by a governmental investigatory agency must be reduced to writing by the appropriate supervisor within six months and 12 months, respectively, from the date the incident occurred or should have been discovered by the appropriate school officials. Such written material is covered by the grievance procedure if it is put in the file.

### **Corporal Punishment Procedures**

A new board circular has improved the procedures for investigating corporal punishment allegations. Principals are required to explain the circular to all staff members. In light of an increase in reports of such allegations, chapter leaders may want to review with members the existing definitions and policies, as well as to alert them to the new procedures and their rights.

Chancellor's Regulation A-420 clearly prohibits corporal punishment. However, it spells out the four conditions under which reasonable physical intervention may be

necessary: 1) to protect oneself from physical injury; 2) to protect another pupil or teacher or any other person from physical injury; 3) to protect the property of the school or of others; or 4) to restrain or remove a pupil whose behavior is disorderly and who has refused to comply with request to stop that behavior. (See the exact language in the circular.)

### **Verbal Abuse**

Allegations of verbal abuse are covered by Chancellor's Regulation A-421. The procedures are, generally, the same as in allegations of corporal punishment, except that members are not to be reassigned except in extraordinary circumstances.

The new circular reflects several changes of procedure:

**Responsibility.** Responsibility for handling corporal punishment allegations resides in the Office of Special Investigations.

**Notification.** The supervisor or someone with knowledge of corporal punishment must *immediately* report the allegation to the Office of Special Investigations before doing anything to investigate the validity of the charge.

**Investigation.** The Office of Special Investigations will determine whether it will conduct the investigation or delegate it to the supervisor. (Previously, the supervisor always gathered the preliminary information.) If the supervisor is chosen to investigate, the Office of Special Investigations "will provide guidance and instruction" about how to do so.

**Time limits.** A supervisor who investigates a report of corporal punishment has five working days to file an A-420 Form stating a conclusion about whether corporate punishment has taken place.

**Hearings.** Regardless of who conducts the investigation, prior to any action being taken, the accused will have the chance to appear with representation to address the allegations and must receive 48 hours' written notice before any hearing. (Before, there were no firm time limits or requirements for advance notice of hearings.)

**Written clearance.** When an inquiry determines that "the staff member has not committed corporal punishment or the evidence does not support the allegation, the staff member must be so notified, in writing." This should protect members from innuendoes or lingering doubts.

**What this means for chapter leaders.** As soon as you hear of an allegation of corporal punishment, advise our member not to say anything to anybody without a Union representative. Then alert your DR. If the member wishes, you or your designee can represent him/her at any proceedings that the principal or other supervisor conducts. If the Office of Special Investigations will be conducting the investigation, a central UFT representative or a Union lawyer can accompany the member.

## **Summons to Court**

DOE employee liability, in court actions, is spelled out in Educ. Section 2560. The law provides that the DOE shall "save harmless" their employees served with a legal process, provided that:

1. the employee was acting in the discharge of his/her duties and within the scope of his/her employment when the damages were sustained;
2. such employee, in a decentralized school district, provides written notification to his/her Community School Board within ten (10) days after service of legal process;
3. such employee, in a centralized school district, provides written notification to the DOE within ten (10 ) days after service of legal process.

Employees served with legal process in a court action will be represented by the Office of the Corporation Counsel and compensated for any judgment recovered against such person pursuant to the statute. So as to insure that representation and compensation are provided, the employee must comply with item 2 or 3, whichever is applicable. Contact the borough office for assistance.

## **ARREST OF A MEMBER:**

If a member is arrested in school, the chapter leader should call the borough office *immediately*. The district representative or a special representative will take down all the pertinent information (name of member, home phone number, precinct, arresting officer, etc.). The Union will provide a lawyer for the arraignment.

A member who has been arrested for any reason must immediately notify his/her immediate supervisor and the Office of Personnel Investigations, 65 Court Street, Brooklyn, NY 11201 in writing. (Chancellor's Regulation C-105)

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## **GRIEVANCES**

### **INTRODUCTION:**

The contract is only as good as its enforcement. At the school level you, the chapter leader, are the guardian of the contract.

There are many ways of protecting the rights of the members either through informal meetings and discussions; or through the more formal avenues of consultation, conciliation or the grievance procedure. You must decide which is the best route to take, but you need not make that decision alone.

The UFT provides the chapter leader with numerous support services. In addition to the contract and this Handbook, your district representative and the full-time staff at the borough offices are there to help. They have access to grievance precedents, legal advice and a knowledgeable and professional grievance department. They also have experience in conflict resolution. Call on them for assistance. The UFT also offers chapter leaders' training sessions and workshops which you will find invaluable.

This section is designed to assist you in analyzing a problem, in deciding how best to handle it and in following it through to its conclusion.

### **INVESTIGATING THE PROBLEM:**

#### **Make Sure the Problem Is a Grievance**

A grievance is not a gripe against a fellow worker, a personal disagreement or an out-of-school problem. It may be necessary to talk to the complainant at length to determine whether a grievance exists. Consult the relevant sections of this book and the contract. Get in touch with your district representative.

A grievance may be a violation of the contract, or of established policy and practice as embodied in By-Laws, circulars, personnel memoranda, Chancellor's regulations, etc. Each contract has its own definition of what constitutes a grievance, so check the contract involved.

#### **What If the Problem Is Not a Grievance**

Not all disputes rise to the level of a grievance.

If you are sure the problem is not a grievance, tell the member gently that it cannot be taken up as such, and explain why it is not a grievance. Suggest alternate ways of solving the problem, if you can. Although an out-of-school problem is not a grievance,

you may be able to refer a member with such a problem to someone who can help him/her. If your knowledge of resources is too limited, the Union staff will be able to help.

Once you have determined that the problem is a grievance, here are some suggestions.

### **PREPARING THE CASE:**

You must prepare your case carefully. Facts are ammunition: be sure you get all the facts from the grievant. Cover all the weaknesses of his/her case as well as the strengths. Do not be satisfied with generalities.

Check the appropriate contract; some functional chapters have separate contracts. Make note of the article number of those sections which are being violated. If you believe there is a violation of "policy and practice" be sure you understand that "policy and practice" refers to those matters not covered by the Collective Bargaining Agreement such as the regulations, rulings, resolutions, directives, etc. issued by the DOE which govern or affect salary and working conditions, and which are in effect during the term of the Agreement. These policies must be disseminated so that the members know that they apply to them. They must also be uniformly enforced. A school-made rule does not carry the weight of a city-wide policy and practice. Violation of policy and practice is grievable under Article 20 of the Agreement.

### **PROCESSING THE GRIEVANCE AT STEP 1:** (See Agree. Art. 22B1a)

#### **The Letter of Appeal**

Fill in the Step 1 appeal. Be brief in explaining the condition which is the basis of the grievance. Be careful to include the correct contractual article numbers.

Discourage the grievant from writing his/her own grievance appeal. The grievant might make an error which will cause problems if the grievance is appealed to a further step.

Have the grievant sign the Step 1 appeal and make three copies. One copy is for the principal, one copy is for the grievant, and you keep one copy.

Every grievant involved in a violation that affects more than one person must sign the appeal. A receipt should be obtained when handing in the grievance at Step 1. Make sure you get the grievant's home address, home phone number, email address, and file number. This information will be needed if the grievance must be pursued to the next step.

## **Preparing the Grievant**

Do not encourage the grievant to take up the grievance without you. He/she may harm himself/herself. You have the right and obligation to be at the Step 1 hearing even if you do not represent the grievant.

Before meeting with the principal, prepare the grievant. Decide on strategy, how to present the grievance, what facts to use, how to answer arguments you anticipate from the principal. Discourage the grievant from doing the talking. You are there as a buffer between the grievant and the administration. You should present the arguments. Grievants should write notes to the chapter leader during the hearing if additional arguments need to be raised.

## **Presenting the Grievance**

The grievance conference should be conducted at a time and place which affords a fair and reasonable opportunity for all persons entitled to be present to attend.

At the conference with the principal, much depends on your attitude. In the process of presenting a grievance, a chapter leader and the principal are equals. The principal may have the backing of the superintendent, but you have the UFT behind you. Keep notes of the grievance hearing for use at the next step, stating the principal's position.

Start by asking the principal how the condition you're complaining of came about. This serves several purposes. First, the principal may have information which you do not have, no matter how carefully you prepare your case. Second, it puts the burden of defending the action on him/her. Third, it helps establish real communication between you. This is a prerequisite to a fruitful meeting.

Present your case and tell the principal how the Union wants this grievance settled. Ask for a specific remedy. If the principal gives you an argument, don't retreat. Stick to your guns and show him/her that you are right.

### **Keep the following rules in mind:**

Don't lose your temper. Few people can think straight when they're in a rage.

Don't let the principal sidetrack you. If it is attempted, talk it through and then come back to the fact of the grievance.

Don't be talked into a trade where you lose on one grievance and win on another. This is unfair to the grievant involved. It will boomerang against the Union. Settle each case on its merits.

However, if a compromise is possible and appropriate, find out what the grievant would accept before the meeting. If it becomes evident that a compromise is being offered

which you did not discuss with the grievant, you may ask for a brief recess and step outside with the grievant to discuss it. Do not accept a compromise with which the grievant disagrees. If you are not sure about a compromise or a resolution, check with your district representative to make sure that the agreement is appropriate.

Don't let the principal break up the united front between you and the grievant. If a disagreement arises, take time to straighten this out in private. Make sure that the grievant is warned about this in advance.

### **Awaiting a Decision**

Don't let the principal stall. Keep the time limits in mind. Remind the principal of these limits. Ask for a written decision if a resolution is not reached. Remind the principal that he/she has five days to respond with a written decision from the date of appeal.

Make copies of all of your grievances in duplicate. Keep a copy for your own records and have the grievance appeal, notes of the hearing, and Step 1 decision sent to the district representative. These will be invaluable

- in reducing later disagreements on the facts and merits of the case;
- for use as a precedent when similar grievances arise later;
- as suggestions to the Union for future negotiations;
- as a way of showing non-believers how the Union helps members;
- in pursuing the grievance further.

If the grievance is sustained, you have performed a great service for the member. If the grievance is denied, discuss with the member whether or not he/she wishes to proceed to the next step. If the grievant wishes to go forward, notify your district representative.

### **PROCESSING THE STEP 2 GRIEVANCE:** (See Agree. Art. 22B1b)

Once a decision has been rendered at Step 1, the grievance has either been sustained or denied. The denial must be reviewed by the Union.

Only the Union may appeal or initiate grievances at Step 2 and arbitration.

The UFT's borough grievance committee meets with the district representative to consider proceeding to Step 2 on all denied cases.

The grievance committee discusses the merits of the case, reviews precedents, and considers the possible effect of the grievance on the members of the bargaining unit. (If the grievance has been filed by a member of a functional chapter, the chapter leader is called and consulted.)

If the grievance committee finds that the case has merit, an appeal is filed with the chancellor by the UFT borough office, c/o Office of Labor Relations. The borough office will assign a grievance advocate, who may be either the district representative or a special representative, to represent the member at Step 2. The chapter leader also has the right to be present at the Step 2 hearing.

If the grievance committee declines to press the case further, the grievant is notified. Someone from the borough office should explain to the grievant why it is not being pursued to the next step. The grievant then has the right to appeal the decision of the borough's grievance committee. This appeal is filed with the UFT grievance department. If the grievance department upholds the decision of the borough's grievance committee not to proceed, the member may appeal to a committee of the UFT officers. This is the final level of appeal.

#### **PROCESSING THE GRIEVANCE TO ARBITRATION:** (See Agree. Art. 22C)

A grievance dispute which was not resolved at the level of the chancellor under the grievance procedure may be submitted by the Union to an arbitrator for a decision if it involves the application or interpretation of the Agreement.

The grievant must proceed through the Union. Where the grievant is not represented by the Union the arbitration will not be entertained.

#### **OTHER TYPES OF GRIEVANCES:**

##### **Class Size Grievances (See Agree. Art. 22B7, 22G)**

When filing class size grievances, the member need not sign any individual grievance form. Rather, the chapter leader and the administration should attempt, during the first ten (10) days of the term, to resolve individual class size situations. You have a right to have access to any computer information (class sheets, etc.) regarding class size. Remember that this information may change on a daily basis, as students are admitted and discharged.

During the first ten (10) school days of each term, the chapter leader and the principal shall attempt to resolve informally all class size problems within the school. It is expected that during the first ten (10) school days, the principal will consult and seek assistance from the superintendent and the chapter leader will consult with the UFT district representative to attempt to resolve all class size problems. Complaints arising at any time during the school year will follow the expedited time frame detailed in the Agreement.

If the principal and chapter leader cannot resolve class size problems within the school, after the first ten (10) school days, the Union may file a demand for arbitration within two (2) school days of their failure to resolve the grievance.

Such demand shall be filed by facsimile, or any other agreed upon method, to the affected superintendent(s) and the DOE's Office of Labor Relations and Collective Bargaining.

**Per Session Grievances and Grievances for Special Groups of Teaching Staff**  
(See Agree. Art. 22B2)

Grievances for per session employees are presented at Step 1 to the head of the particular per session activity and at Step 2 to the Chancellor (by the Union).

**Safety** (See Agree. Art. 10B)

When there is a complaint by a member that there has been a violation of the safety plan, such grievance is initiated with the principal.

**Salary and Leave Grievances** (See Agree. Art. 22B3)

Salary and leave grievances must be filed with the Executive Director of the Division of Human Resources by the Union through the borough office.

**School Reorganization Grievances** (See Agree. Art. 22B4)

When grievances arise out of school reorganization and involve class size, teacher programs or assignment, there are special time limits.

**Special Types of Grievances** (See Agree. Art. 22B9)

Grievances arising from the action of officials other than the head of a school may be initiated with and processed by such officials in accordance with the provisions of Step 2 of this grievance procedure. Where appropriate, such grievances may be initiated with the chancellor by the Union.

Where a substantial number of employees in more than one school are affected, this article is used.

## **GENERAL PROVISIONS AS TO THE GRIEVANCE PROCEDURE:**

This is a procedure for securing compliance on the part of the DOE or its officials with:

The terms of the contract;

DOE policy as set forth in rules and regulations and in By-Laws;

Actual DOE policy not formally codified. A complaint is not a grievance unless specific articles of the Agreement can be clearly shown to have a direct relationship with the act or condition of the complaint.

It is a declared objective of the parties to encourage the prompt and informal resolution of complaints as they arise and to provide an orderly procedure of their adjustment. At all steps of the grievance procedure, all efforts should be made by both sides to secure a real dialogue and genuine consensus. The aim of the conference is to secure the speedy and satisfactory adjustment of grievances so as to eliminate, insofar as possible, all sources of friction and misunderstanding.

This procedure is open to all employees in the bargaining unit.

Matters for which another method of review is prescribed by law or by any rule or regulation of the State Education Department or by the By-Laws of the DOE may not be pursued under this procedure—for example, ratings, termination of license, etc. Matters in which the DOE is powerless to act are excluded.

The DOE may proceed to take the action complained of pending the resolution of the grievance subject to the final decision of the grievance.

The Union may not process a grievance for an employee without the employee's consent unless it involves the application or interpretation of the Agreement.

Any individual employee may process a grievance to Step 1. The Union reserves the right to proceed to Step 2 and arbitration, and on salary and leave matters.

No employee may be denied his/her rights under Civil Rights Law, Sec. 15, or under State Education Law or other civil service laws and regulations.

A member may not initiate a grievance if he/she is suffering no present claim of injury and there is no support to his/her claim of probable future injury. Grievants must appear personally at each step of the grievance procedure, except as indicated in Article 22B1b. Failure of a grievant to appear at a scheduled grievance hearing may constitute grounds for declaring the grievance abandoned.

The chapter leader may not initiate a grievance on behalf of other teachers except in matters of class size. Sometimes, you will find out about a contract violation even though the affected person does not complain. Discuss the situation with the person involved. Point out the violation. Explain how the Union would prevent retaliatory measures, if the person is reluctant to process a grievance. If the person still does not wish to initiate a grievance, you cannot do it for him/her. However, your chapter may be able, during the monthly consultation with the principal, to take up in a general way the practice which violates the Agreement. If you are unsuccessful, let the district representative know about it. There may be other channels of redress the Union can use. If there is a definite contract violation, the UFT may be able to bring a Union-initiated grievance on behalf of the grieved member.

The chapter leader can file for the chapter for: Program deadlines, postings, mandated consultations.

#### **Harassment (Special Complaint) (See Agree. Art. 23)**

Where members believe that persons or groups are engaging in a course of harassing conduct, or in acts of intimidation, which are being directed against him/her, they can file a special complaint under Article 23.

All members availing themselves of this process keep an anecdotal record of the harassing conduct, and give it to their district representative. The UFT borough office will review the log and will process it through the Grievance Department if they believe it can be successfully pursued.

#### **Conciliation (See Agree. Art. 24)**

Where educational differences related to school-based decisions cannot be resolved, members can file for professional conciliation. The areas of dispute can be related to: curriculum mandates, textbook selections, program offering and scheduling, student testing procedures and appraisal methodology, and pedagogical and instructional strategy, technique and methodology.

The UFT can request the assignment of a professional conciliator if the dispute cannot be resolved at the school level. All members should speak with their chapter leader if a dispute arises.

## **INJURY IN THE LINE OF DUTY**

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## INJURY IN THE LINE OF DUTY

### INTRODUCTION:

When a staff member is injured either in an accident or by an assault, the chapter leader should be made aware of the incident immediately. You can be of immeasurable help to the injured person both at the time of the injury and afterwards.

Make sure you notify your district representative at the borough office as soon as possible after an incident or an assault has occurred.

### GENERAL RULES:

The DOE is responsible for damage incurred by any employee acting in the discharge of duty and within the scope of his/her employment. (Educ. 2560)

The principal is required to report within 24 hours to the Chancellor and community superintendent any accident occurring to pupils, teachers, and to others on or about school premises. (DOE By-Laws) The employee should, therefore, report an accident to the principal immediately (within 24 hours) unless unable to do so because of the injury. If the employee is unable to report the injury, you—as chapter leader—can do it for him/her. Any accident should be reported even if the injury is not obvious or is seemingly inconsequential.

If a member is absent as the result of an accident or incident, an OP 198 must be filed with the payroll secretary (must check “line of duty” box). This is the form by which the member claims ILOD status. This form indicates which days the member is (or will be) absent. The OP 198, the Execution of Assignment form and a confidential medical form (if needed) are all available from the payroll secretary.

When the member is injured as the result of an assault, the principal shall report as soon as possible but within 24 hours to the Office of Legal Services and to the director of school safety that an assault has been reported to him/her. The principal shall investigate and file a complete report as soon as possible to the Office of Legal Services and to the director of school safety. The full report shall be signed by the employee to acknowledge that he/she has seen the report and he/she may append a statement to such report. The chapter leader must be certain a UFT Incident Report is filed.

## **Members Injured in the Course of Their Employment Are Entitled To:**

Payment for absence due to injury in school without suffering deductions from the absence reserve. An employee who has two positions, e.g., daytime and after-school, will be entitled to such payment no matter whether the injury was suffered on the regular job or the after-school job (must be approved by the superintendent and the Medical Leaves and Benefits Office). If the after-school position has not started, they cannot be paid for an ILOD.

The employee is required to sign an "Execution of Assignment" as a condition of payment. This is a promise to repay the Department of Education a sum equal to the salary paid under such circumstances, should the employee eventually recover damages in a suit based on the school accident. Denial of payment may be the subject of a grievance instituted with the Division of Personnel. Call your district representative to discuss. The accident must be reported promptly to the school head.

Compensation for medical expenses must be reasonable and must represent actual disbursements not covered by insurance. The maximum is \$750. (See Agree. Art. 3H) The chancellor may waive the \$750 limit in his sole discretion in certain cases mainly involving assaults. An affidavit form for this sum can be obtained from the school secretary or the administrator of business affairs. At present, only one affidavit may be filed, so the teacher should wait until he/she is reasonably sure he/she has a complete list of expenses arising from the accident. (Agree. Art. 3H) The Department of Education maintains it has complete discretion in allowing expenses to be reimbursed. Courts have confirmed the DOE's discretion in this matter.

It should be understood that the member must first use his/her insurance, and that the DOE is only liable for that amount in excess of the amount of reimbursement and only to the extent provided for in the schedule used by the Workers' Compensation Board (need cancelled checks or receipts).

Injuries are considered school-related only if they occur on school premises or while the teacher is conducting school business off the premises. It is advisable for the chapter leader to inspect the site of the accident and to read witness statements for the purpose of clarity.

## **MEDICAL REVIEW/ARBITRATION: (See Agree. Art. 21)**

### **Injury in the Line of Duty (See Spec. Cir. No. 32, 1989-90)**

In order to provide for an expeditious handling of injury in the line of duty claims, the following is provided:

- a. Within five school days of a claim of injury in the line of duty requiring an employee to be absent, the superintendent shall make a determination as to whether the accident occurred in the line of duty.

- 
- b. Where the employee is in a non-pay status pending a determination by the Medical Leaves and Benefits Office of the duration of absence attributable to injury in the line of duty, the Medical Leaves and Benefits Office will make its determination within 10 days of the employee's submitting himself/herself for the required physical examination.

### **Medical Report and Review**

The Medical Leaves and Benefits Office of the (DOE) now requires that, if the member anticipates being absent for more than ten (10) days, the member must request an examination by a doctor at the Medical Leaves and Benefits Office. In this event, the member should write to the Executive Director of the Division of Personnel to request that the results of the examination be forwarded to his/her personal doctor. It is usually in the member's interest to be examined as soon as practical, since the quicker the Medical Leaves and Benefits Office makes a determination on the Line of Duty claim, the better. Should the Medical Leaves and Benefits Office request that the member provide them with additional medical information, he/she should do this as quickly as possible. This is because, **until the DOE grants Line of Duty status, days absent come out of the sick bank (C.A.R.).** If the member runs out of days before the (DOE) approves the Line of Duty claim, the fact that Line of Duty has been applied for **will make no difference** and the member may be in jeopardy of loss of salary or other problems related to the exhaustion of the sick bank.

Upon the pedagogue's request to the Medical Leaves and Benefits Office, his/her physician shall have the right to examine the medical file.

A regular pedagogue shall have the right to an independent evaluation by a medical arbitrator selected from a rotating panel of doctors to be selected by mutual agreement of the DOE and the Union in conjunction with the New York Academy of Medicine if the finding of the Medical Leaves and Benefits Office to the chancellor has resulted in:

- a. Placement of the pedagogue on a leave of absence without pay for more than one month; or
- b. Termination of the pedagogue's services; or
- c. A recommendation for disability retirement; or
- d. A denial of a leave with or without pay for more than one month.

A request for an independent evaluation of the findings of the Medical Leaves and Benefits Office shall be submitted in writing by the pedagogue to the Division of Human Resources within 10 school days of receipt of notice from the Division of Human Resources that he/she has been placed on leave of absence without pay for more than one month, or that his/her services have been terminated, or that he/she has been recommended for disability retirement, or that he has been denied a leave with or without pay for more than one month.

The medical arbitrator shall examine the pedagogue and consult with the pedagogue's physician. The arbitrator's authority shall be limited to determining the medical aspects of the teacher's claim. The arbitrator's decision shall be rendered within 10 days after he has examined the pedagogue and, if made within this authority under this Agreement, shall be accepted as final and binding by the DOE and the pedagogue. The fee of the medical arbitrator shall be shared equally by the DOE and the pedagogue.

Pedagogues should be instructed to contact their district representative immediately if they wish to proceed to Medical Arbitration. Teachers must submit the request for Medical Arbitration within 10 school days of receipt of notice from the Division of Human Resources. The Union makes available the services of a lawyer to assist the member in preparing for medical arbitration.

**NOTICE OF CLAIM: (Intent To Sue)**

Members injured in the line of duty must file a Notice of Claim within 90 days, if there may be a need to go to court.

Members should contact their borough office if they are contemplating filing a Notice of Claim (Intent To Sue).

Each borough office has a representative who is trained in this area and who will, under certain circumstances, refer the member to a lawyer who is on retainer with the Union for injury in the line of duty cases.

**PARAPROFESSIONALS INJURED IN THE LINE OF DUTY:** (See Pers. Memo No. 16, 1991-92)

When a paraprofessional is injured on the job, the following forms must be filled out: C2 form; PD 19 form; WCD-23 form; Paraprofessional Leave of Absence form.

1. The original and two copies of the C2 are mailed to the address on the reverse of the form.
2. A copy of the C2 is mailed to the  

Workers' Compensation Unit  
65 Court Street  
Brooklyn, NY 11201
3. The Notice of Injury (WCD-23) is also mailed to the Workers' Compensation Unit.
4. The PD 19 form covers the first five days of absence. There is no charge to the paraprofessional's sick bank. A copy of the C2 form should be attached to the PD 19 form. Both are sent in with the payroll. Paraprofessionals injured as a result of an assault should print the word "assault" in red ink at

the top of their leave form. The principal must attest to the assault. At the expiration of the workers' compensation claim, the Board if necessary will make the paraprofessional whole in reference to the loss of salary. (Medical must medically certify ILOD, whether or not there is an assault—it is not automatic.)

5. The secretary must call the Workers' Compensation Office at the DOE (718-935-2213) and inform them whether or not the paraprofessional wishes to charge his/her sick bank (time absent after first five days).

The sick bank will not be restored until the Workers' Compensation Board renders a ruling.

6. The leave of absence form must be mailed to the

Paraprofessional Leave of Absence Unit  
65 Court Street  
Brooklyn, NY 11201

This insures that health coverage continues for up to one year.

7. To protect the UFT death benefit, the paraprofessional should send a check for \$10.00 with a copy of his/her approved leave of absence to the accounting department of the UFT.
8. The chapter leader should report the injury to the UFT borough office. The borough office will report the matter to the Office of the Director of Staff. An attorney will contact the injured paraprofessional and will discuss the particulars concerning the paraprofessional using the firm. The Office of School Safety should also be contacted.

The maximum daily compensation awarded to an injured paraprofessional is two-thirds of the paraprofessional's daily rate.

Chapter leaders should assist the members in making certain all the appropriate steps have been taken after an accident or an assault. To help you, we have included for your use an ILOD checklist which outlines all the procedures the member might need to follow.

## NECESSARY PROCEDURES FOR INJURY IN THE LINE OF DUTY STATUS CHECKLIST

If you are injured in school, there are procedures that you must follow.

FORM	WHEN FILED	WHO GETS IT	TIME FRAME	PROBLEMS/SOLUTIONS
Comprehensive Injury Report*	Required Within 24 hours of your accident  Submitted on: _____	Principal forwards to superintendent who approves or disapproves and returns it to the school payroll secretary	Must be sent from school to superintendent within <u>24 hours of receipt by principal</u> . Superintendent must approve and return <u>within 5 working days</u> .	Contact chapter leader/district representative  Grievable if the time frames are not followed
OP 198 Absence Form*	Required As quickly as possible  Submitted on: _____	Payroll secretary	As quickly as possible since <b><i>Medical Leaves and Benefits Office will not grant ILOD status without it</i></b>	Contact district representative
OP 200 Legal Form*	Required As quickly as possible  Submitted on: _____	Payroll secretary	<u>Notarized</u> , then as soon as possible since <b><i>Medical Leaves and Benefits Office will not grant ILOD status without it</i></b>	Contact district representative
UFT Incident Report	If the victim of an assault, as quickly as possible  Submitted on: _____	UFT chapter leader	As quickly as possible	Contact Victim Support Unit 212-598-6853
OP 407 Confidential Medical Report	If injury is of a confidential nature, as quickly as possible  Submitted on: _____	Directly to the Medical Leaves and Benefits Office by your doctor	As quickly as possible	Contact Medical Leaves and Benefits Office to confirm receipt

- Obtain, from the payroll secretary, all signed, approved/disapproved copies of forms submitted.
- Call the Medical Leaves and Benefits Office (718-935-2733) for an appointment as soon as all paperwork has been submitted to the Medical Leaves and Benefits Office.
- If you are not being paid, call your district representative immediately.

*\*The Medical Leaves and Benefits Office must receive all these forms before acting on your claim for ILOD status.*

THE NEW YORK CITY DEPARTMENT OF EDUCATION  
DIVISION OF HUMAN RESOURCES  
CENTER FOR RECRUITMENT AND PROFESSIONAL DEVELOPMENT  
65 COURT STREET  
BROOKLYN, NEW YORK 11201

**PERSONNEL MEMORANDUM NO. 4, 2002-2003**

October 24, 2002

**TO:** Presidents of Community School Boards, Community Superintendents, High School Superintendents, Chief Executives, Executive Directors, Principals of All Day Schools, **Personnel** Directors

**FROM:** Joyce R. Coppin, Chief Executive

**SUBJECT: Policy and Procedures on Line of Duty Injuries for Pedagogical Employees**

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This circular consolidates and updates the Department of Education's policies and procedures on line of duty injuries for pedagogical employees previously detailed in Special Circular No. 32, 1989-90; **Personnel Memorandum** No. 19, 1986-87 and **Personnel Memorandum** No. 39, 1989-90.

**I. - APPLICATION OF POLICY**

Approved leave for injury in the line of duty is granted with pay and without charge to sick leave. Chancellor's Regulation C-603, "Responsibilities of Absent Employees," should be read in conjunction with this policy.

**CONDITIONS**

Injury in the line of duty will be granted provided the following has occurred: 1) the principal, principal's designee or responsible supervisor has been notified of the accident or incident; 2) the injured employee has submitted an application for injury in the line of duty leave (OP198) in accordance with Section II of this circular; 3) the superintendent or designee has determined that the causative accident or injury occurred in the line of duty; 4) all medical documentation requested by the Medical Bureau has been received; and 5) the Medical Bureau has determined that unfitness for duty was the direct result of the causative accident or incident.

**APPROVAL BY SUPERINTENDENT FOR REQUESTS FOR INJURY IN THE LINE OF DUTY FOR PERIODS OF TEN DAYS OR LESS**

Requests for leaves for injury in the line of duty that are for ten days or less (excluding the day of the accident/incident) may be approved by the superintendent upon the receipt of the documentation set forth above, including a note signed by a physician advising the employee to remain out of work for a proscribed period of time, and providing all other conditions set forth in this circular have been met (see Section II and Section III). The superintendent must also be satisfied that the criteria set forth in section III of this circular has been met. The ten days

that can be approved by the superintendent do not have to be consecutive days; they can be any ten days during a school year.

Any request for injury in the line of duty that is for a period of more than ten days or that the superintendent does not approve should be forwarded to the Medical Bureau for review and a determination in accord with existing procedures.

#### **PER SESSION ACTIVITY, PER DIEM SUBSTITUTES AND OTHER SUBSTITUTES**

During the period of time that a leave is granted for injury in the line of duty, a pedagogical employee shall be granted leave for the same period from a per session activity, provided the employee has reported at least once to that per session activity. (Compensation for the per session activity is limited to the length of that per session activity.) If the employee is granted injury in the line of duty leave for any injury which occurred during the performance of per session duties, the leave extends to his/her regular employment as well.

In the case of occasional per diem (day-to-day) substitute employees, leave for injury in the line of duty may extend up to the day for which the occasional per diem substitute was notified he or she would be employed.

In the case of other substitutes (i.e. other than occasional, full term) leave for injury in the line of duty may extend to the end of the school year following the one in which the employee was injured.

#### **EFFECT ON SALARY CREDIT, PENSION CREDIT AND PROBATIONARY PERIOD**

During the period of injury in the line of duty leave, a pedagogical employee receives salary credit and if regularly appointed, pension credit. There is no reduction, by reason of such leave, of the total probationary period, which an employee may be required to serve. Similarly, retention rights, if any, are unaffected by injury in the line of duty leave.

#### **II. - RESPONSIBILITY FOR REPORTING**

Any accident/incident which may result in a claim being filed for injury in the line of duty must be reported.

#### **RESPONSIBILITY OF EMPLOYEE**

Employees should report any such accident/incident to the principal, principal's designee or responsible supervisor before the close of business on the day of the incident/accident, but no later than twenty-four hours after the accident/incident has occurred, unless reasonable grounds exist for failure to report within these time limits. Temporary conditions, such as ice or water, must be reported immediately so that conditions can be verified and corrected. If the school or office is closed at the time, the report must be made on the next day such school or office is open. When injury is involved, a Comprehensive Accident Report must be prepared and signed by the employee. The Comprehensive Accident Report which includes information on the accident/incident, a description by the injured employee and statements by witnesses

should be as detailed as possible so that the specific circumstances can be reviewed. The injured employee must also submit an Application for Excuse of Absence (OP 198) when claiming absences as a result of the injury.

If the injured employee anticipates that the absence will exceed ten working days, he/she should contact the Medical Bureau at 718-935-2733 to schedule an appointment for an examination.

## **ROLE OF THE PRINCIPAL**

The principal, principal's designee or responsible supervisor must receive a Comprehensive Accident Report for every accident/incident involving an injury which occurs on school premises or during school hours. One copy of the Comprehensive Accident Report must be submitted to the responsible superintendent within twenty-four hours of the principal being notified. In all cases, the principal, principal's designee or responsible supervisor shall conduct a thorough investigation and shall present as complete a record as possible to the responsible superintendent.

The principal's signature must be entered on the Comprehensive Accident Report Form. The signature of the principal, principal's designee or responsible supervisor on this report will serve to indicate that he/she has reviewed and has either agreed or disagreed with the statements contained therein. If the appropriate supervisor does not acknowledge the information which is being presented, the report submitted to the superintendent should be accompanied by an explanation of the points of disagreement. Upon the determination by the superintendent (as described in the section below) and where the accident/incident results in a claim for absence without charge to sick leave, the Comprehensive Accident Report, the OP 198 (signed by the principal/supervisor) and other relevant material must be forwarded by the school to the Medical Bureau, 65 Court Street, Room 201, Brooklyn, N.Y. 11201.

**It should be noted that the final approval of a leave for injury in the line of duty is subject to the determination of the Medical Bureau, except for requests of less than ten days approved by the superintendent, as set forth in section I above.**

## **ROLE OF THE SUPERINTENDENT**

After receiving a Comprehensive Accident Report from a school or office, the superintendent or designee must review and sign the report within five school days unless reasonable grounds exist for failure to report within this time limit. He/she must assess each claim administratively based on the facts of the case, including any attached documentation or letters and determine whether the causative accident or incident occurred in the line of duty in accordance with the criteria outlined in this circular. (See section III.) The superintendent must enter "Approved" or "Disapproved" in the designated area and sign the Comprehensive Accident Report. If an alleged accident/incident is not reported within the required time, the Comprehensive Accident Report and the OP 198 should be checked off as "Disapproved" for the reason of untimely reporting. Please refer to section IV of this circular for additional important information concerning referrals to the Medical Bureau.

**It should be noted that a superintendent must make a determination regarding all Comprehensive Accident Reports, regardless of whether an absence has occurred or medical attention has been received.**

After the superintendent's determination has been entered, the original Comprehensive Accident Report should be returned to the school or office with a copy retained in the superintendent's office.

### **III. - CRITERIA FOR DETERMINATION OF LINE OF DUTY INJURY STATUS**

The superintendent or office head having jurisdiction shall review the facts of each reported accident or incident and determine whether it may be considered as having occurred in the line of duty based on the facts of each case and the following criteria. The Chancellor shall have sole discretion to grant leave for injury in the line of duty in exceptional circumstances to injured employees who do not satisfy all the requirements of this policy.

#### **CAUSAL FACTORS**

An accident or incident is the natural, direct and immediate cause of an injury or disability, and could not have been foreseen or avoided with ordinary care by the injured employee. An employee's statement that an injury was the result of an untoward incident or extraordinary circumstance, defective condition, or that it occurred in the exercise of ordinary care, shall be considered conclusive unless the contrary is proven. The proof must be objective and credible evidence unless the employer can establish that the employee has a documented pattern of abuse of injury in the line of duty claims or other substantial evidence which is sufficient to establish an employee's lack of credibility as to this particular claim.

#### **DEFINITIONS OF WHEN AND WHERE AN EMPLOYEE IS ON DUTY**

The causative accident or incident must have occurred while the employee is on duty. An employee is on duty when one or more of the following requirements are met:

1. The employee has officially reported to work.
2. The employee is on school property during lunch period or immediately before or after officially reporting to or from work. (School property is considered to be the school itself, the surrounding area including the playground fields and/or play areas, the sidewalk outside the school, and the school parking lot.)
3. The employee is not on school property but has approval to work at another site or at an out-of-school assignment such as coaching or field trips.
4. The employee is traveling outside the school pursuant to explicit instructions from a supervisor (e.g. transporting payroll material, or is directly en route to or from a meeting or conference.)
5. The employee has an assignment, which requires travel and is injured while performing duties connected with this assignment (e.g. attendance teacher or teacher of the homebound.)

## **PRE-EXISTING CONDITION**

An illness, injury or disability, which is shown to have existed prior to an accident/incident claim, is a pre-existing condition and will not be considered an injury in the line of duty. However, a pre-existing condition, which is aggravated by a new injury, may be considered an injury in the line of duty.

## **EMPLOYEE NEGLIGENCE**

An injury resulting from the employee's own negligence or recklessness is not an injury in the line of duty.

## **ALTERCATIONS BETWEEN EMPLOYEES**

An injury resulting from an altercation between employees does not qualify as an injury in the line of duty, unless there is an agency, administrative, arbitration or judicial determination that the injured employee was not at fault or that another employee was at fault. Injuries suffered as a result of a physical attack by someone other than an employee is compensable if the criteria for injury in the line of duty status are met, unless there is undue provocation on the part of the employee.

## **RE-OCCURRENCE OF AN INJURY**

If an employee is granted injury in the line of duty leave, and returns from that leave for a substantial period of time, leave will not again be granted based upon the same injury unless the Medical Bureau determines the claim is meritorious. In making its decision whether to grant the subsequent leave the Medical Bureau will consider the following: the length of return to duty, the type of duties, the original injury involved and the nature of the subsequent claim.

## **IV. - PROMPT REFERRAL FOR MEDICAL EXAMINATION**

An absence as a result of an alleged line of duty injury which exceeds ten days cannot be approved solely by the Superintendent, and must be referred promptly to the Medical Bureau. A delay in submitting an Application for Excuse of Absence form (OP198), with the accident report should not impede the referral of an employee to the Medical Bureau for an examination as soon as possible, particularly where:

1. The principal or unit head believes an expeditious medical examination is warranted by the circumstances.
2. There are claims of injuries to head, eyes, back, shoulder, elbow, knee or groin.
3. The possibility of exposure to toxic fumes for all employees, particularly for asthmatics or persons with cardiac conditions.
4. There are residual effects which continue beyond ten school days, even though no absence has occurred.
5. Absence as a result of an injury which exceeds ten days and therefore cannot be solely approved by the superintendent, and should result in a prompt referral to the Medical Bureau.

## **V. - SET OFF OR RECOUPMENT OF WAGES (FORM OP 200)**

The Department of Education reserves the right to recoup monies against payments received by the employee resulting from claims against third parties. Employees should be alerted to the necessity of completing and filing an Assignment Form (OP200) at the time that claim of line of duty injury is being presented.

It should be made clear that no Application For Excuse Of Absence (OP198) will be processed, nor will any payment be approved for the period in question unless this form has been submitted. In executing the Assignment Form, the employee is giving the Department of Education the legal right to collect any monies received by the employee as a result of a judgment or settlement. The form must be signed by the employee claiming line of duty accident and notarized.

Form OP 198 should not be submitted unless Part 1, Line C has been checked, thereby attesting that an Incident Report and Assignment Form (OP200) have been filed prior to this application and are maintained in the files at the school or office.

**It is the responsibility of the school or office to ensure that this form is properly completed and on file at the work site. Please note: This form should be retained on file in the school or office and not be forwarded to the Medical Bureau.**

## **VI. - REMUNERATIVE ACTIVITY, WITHOUT PERMISSION, DURING INJURY IN THE LINE OF DUTY LEAVE IS PROHIBITED**

Remunerative employment during leave for injury in the line of duty is prohibited without the written approval of the Division of Human Resources. Should an injured employee violate this prohibition by engaging, without permission, in remunerative activity, the Division of Human Resources may terminate the leave as of the date on which the violation began. Such termination of leave shall not preclude any other appropriate disciplinary action by the responsible superintendent or the Chief Executive.

A written request, which includes a detailed description of job duties, must be submitted to the Medical Bureau in order to receive an exemption. Factors to be considered in determining whether to grant approval for remunerative employment during leave for injury in the line of duty shall include: the type of work involved, whether the employee was engaged in the activity prior to going on leave for injury in the line of duty and the employee's physical condition.

## **VII. - SERVICE REPORTING PRIOR TO APPROVED LEAVE FOR INJURY IN THE LINE OF DUTY**

Pending Medical Bureau determination on a request for line of duty status and the duration that may be granted, absence claimed as injury in the line of duty is to be treated and reported as a claim for ordinary personal illness. Cumulative Absence Reserve (CAR) days may be used to the extent permitted by the number of days in the employee's absence reserve or sick bank. If necessary, and to the extent requested by an injured regularly appointed employee, subject to Medical Bureau approval, such absence with pay may be

covered by borrowed absence reserve and/or up to one calendar month of absence may be excused without pay for personal illness (i.e. grace period.)

Upon expiration of such calendar month (grace period), the employee is required to apply for and accept a leave of absence without pay for restoration of health, subject to Medical Bureau approval, or to apply for disability retirement as appropriate.

#### **VIII. - REIMBURSEMENT FOR UNINSURED LINE OF DUTY INJURY MEDICAL EXPENSES**

Employees, who have been granted line of duty status by the Medical Bureau, may be reimbursed for out-of-pocket medical expenses, which are a result of the approved injury in the line of duty. Only expenses that are not covered by other payments or insurance will be considered. The current \$750.00 limit set forth in the collective bargaining agreement will be waived when an employee is injured during an unprovoked assault by a student, parent or intruder on school premises or off school premises provided the employee was performing duties in the course of his or her employment. This waiver will be granted by the Chancellor or his designee and is not subject to the grievance procedure. The Medical Bureau will review such cases to determine the amount to be approved. Claim forms for reimbursement may be obtained from the general office in each school or by writing to the Medical Bureau, Claims Unit, 65 Court Street, Room 9, Brooklyn, New York 11201.

#### **IX. - RESPONSIBILITY FOR RETENTION OF RECORDS OF ACCIDENTS**

Each school or organizational center is responsible for maintaining a complete case file of employees claiming injury in the line of duty.

In addition, each school or organizational center is also responsible for maintaining a complete case file on each submitted injury in the line of duty claim.

For employees injured during a per session or other paid activities, the case file will be maintained in the **personnel** files of the school or organizational center in which the employee is primarily employed. If an employee is injured in a district or office other than that of the primary employment, both the school and organizational center will maintain case files. In such cases, the school, district or office where the individual is primarily employed will furnish a photocopy of any necessary documents to the responsibility center having jurisdiction over the secondary employment.

#### **X. - LEAVING THE NEW YORK CITY AREA, WITHOUT PERMISSION, DURING LINE OF DUTY LEAVE IS PROHIBITED**

Without the written approval of the Division of Human Resources, leaving the New York City area during injury in the line of duty leave for any purpose including treatment affecting their mental or physical health is prohibited. Should an injured employee violate this prohibition, the Division of Human Resources may terminate the leave as of the date on which the violation began.

A written request, including supporting medical documentation must be submitted to the Medical Bureau in order to receive an exemption.

#### **XI. - INQUIRIES AND ASSISTANCE**

Any inquires concerning this **memorandum** may be addressed to:

**MEDICAL BUREAU**  
**65 Court Street, Room 201**  
**Brooklyn, NY 11201**  
**Telephone No. (718) 935-2729**  
**Fax No. (718) 935-2641**

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## **LEAVES OF ABSENCE**

### **INTRODUCTION**

All employees who have worked for over one year may apply for up to a 12-week leave without pay under the Family Medical Leave Act.

Only pedagogues on regular appointment can apply for a leave of absence.

Leaves are usually granted by the Department of Education; however, "urgent needs" of the school to which the teacher is assigned may be asserted by the DOE as justifying a temporary denial of any application for a leave of absence. (See Agree. Art. 16)

Tier I members on leave of absence without pay for restoration of health may file an OP 183 (application for retirement credit).

Upon returning from a leave, members should always file the following forms which can be obtained from the school secretary:

EB 1054	Health Insurance Transmittal Form
ERB 2000	Health Plan Choice
OP 255	Resumption of Service Form

Often a leave causes the member to be deleted from the computer bank showing membership in the UFT. The member should, therefore, complete a UFT membership card; a UFT Welfare Fund form; and a COPE card which you should provide for them.

Members on leave of absence without pay can work as a per diem substitute for up to a maximum of four days per week. This does not apply to those on leave for restoration of health. Members on leaves of absence without pay can maintain their membership by sending a copy of their approved leave for restoration of health and \$25.00 for pedagogues, \$10.00 for paraprofessionals to the UFT Accounting Department.

### **LEAVES OF ABSENCE WITHOUT PAY:**

Teachers may be granted a leave of absence without pay of up to two years to adjust personal affairs (e.g., the winding up of a family business on the death or incapacitation of the family member in charge) in accordance with existing rules and regulations. Teachers who are denied such a leave may refer the matter to the Executive Director of the Division of Human Resources for review and final determination.

For our purposes here, we shall go into some detail on Family Medical Leave, leave without pay for restoration of health (maternity), child care leaves, paraprofessional leaves and other special coverage which relates to leaves of absence.

## **FAMILY MEDICAL LEAVE ACT (FMLA):**

Employees are eligible if they have worked for at least one year or for 1,250 hours over the previous 12 months.

Eligible employees may receive up to 12 weeks of unpaid leave in a 12-month period for the following reasons:

- Maternity leave prior to and up to six weeks after the birth of the child;
- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the employee's job.

The employee will be required to provide advance leave notice and medical certification. The employee's health coverage will remain active for the length of the FMLA leave.

The leave is an umbrella over all other leaves. It begins on the first day an employee is absent and is concurrent with, not in addition to, use of days from the member's bank.

## **LEAVE OF ABSENCE WITHOUT PAY FOR RESTORATION OF HEALTH (MATERNITY):**

A leave of absence without pay for restoration of health (maternity) is applicable only to regularly appointed female staff members. The leave of absence can begin at any time during the pregnancy and it ends six weeks after the birth of the baby. When pregnant, an employee can use her sick days, borrow (if she chooses to do so) 20 sick days, and use the 30-day grace period if necessary.

**Child care leaves** can be used by either parent but not both. This leave begins six weeks after the birth of the baby and can last for a period of up to four years from the next September term (the September following the baby's fourth birthday; leave for parents who adopt ends at the same time as the above.)

Members can apply to extend a child care leave. The two reasons usually accepted are:

1. The child is not enrolled in full-time school;
2. The child is ill.

Members can request the termination of a child care leave before it expires. It can be terminated at the request of the employee during the month of May for the opening of any school term in September. In many instances, the DOE allows the employee to return mid-term if a position exists in the member's school or another school in the district. Approval is discretionary on the part of the DOE.

While on leave, the seniority that you have accrued remains with you until you return. You do not gain any additional seniority while on child care leave. School seniority (not excessing seniority) may be affected (See Agree. Art. 28 and School-wide Seniority "Member Rights" section).

At the completion of the child care leave, teachers return to their school. If there is an excessing situation at that point in time, the junior person in license is excessed.

### **PARAPROFESSIONAL LEAVES OF ABSENCE:**

Available leaves, prerequisites and durations are as follows:

#### **Personal Illness**

Employees may apply for a leave for reasons of personal illness, including pregnancy-related disabilities, and such leave shall be granted subject to approval of the Medical Leaves and Benefits Office. They shall be entitled to return within one year on the basis of seniority and shall retain the seniority and other rights they had before leaving. Any leave granted under this section may, subject to approval by the Medical Leaves and Benefits Office, be extended for a period of one additional year.

NOTE: There are no seniority requirements needed. Section 3 of the leave of absence form must be completed by a physician or a licensed practitioner. All accumulated sick days must be exhausted prior to the beginning of the leave.

#### **Pregnancy-Related Disability**

Employees may apply for a leave for reasons of personal illness, including pregnancy-related disabilities, and such leave shall be granted subject to approval of the Medical Leaves and Benefits Office. They shall be entitled to return within one year on the basis of seniority and shall regain the seniority and other rights they had before leaving. Any leave granted under this section may, subject to approval by the Medical Leaves and Benefits Office, be extended for a period of one year.

NOTE: There are no requirements needed. The duration of this leave is normally for up to six weeks after the birth of the baby or however long an employee is unable to work. Section 3 of the leave of absence form must be completed by a physician or a licensed practitioner. "The Expected Date of Confinement" (due date of baby) must be indicated. All accumulated sick days must be exhausted prior to the beginning of the leave.

## **Illness in Immediate Family**

Employees with two or more years of service who leave for reasons of illness in the immediate family shall be entitled to return within one year on the basis of seniority and shall regain the seniority and other rights they had before leaving. The term "immediate family" includes a parent of a husband or wife, or any relative residing in the employee's household.

## **LEAVE WHILE ON WORKERS' COMPENSATION:** (Also see "Injury in the Line of Duty" section)

Paraprofessionals receiving workers' compensation will be granted leaves of absence without pay.

NOTE: In order to be eligible for certain Union benefits, a paraprofessional must be on an approved leave while receiving Workers' Compensation. Section #3 of the leave of absence form must be completed by a physician or a licensed practitioner. A copy of the Employee's Notice of Injury (form C2) must accompany the leave form.

Please advise all UFT paraprofessionals that in order to avoid disruption of health and Union benefits, it is in their best interest to apply for leaves in a timely fashion.

Applications for leaves of absence shall be forwarded to the Regional Operation Center with proper documentation (where applicable) attached for approval.

## **GRACE PERIOD:**

A regularly appointed pedagogue who has exhausted C.A.R. must apply to be carried on payroll for one calendar month. Each day of absence will be deducted at 1/300th of the yearly salary.

One additional sick day is earned while on grace period. It is not necessary to borrow days before using the grace period, but there is no prohibition.

The grace period begins the day after the C.A.R. is exhausted or the 20 borrowed days are used, and continues for one calendar month. It usually precedes a leave for restoration of health.

There is a limit of one grace period per member per school year. Pedagogues should ask the school payroll secretary to process the grace period.

## **SLOAC:**

### **Special Leave of Absence Coverage**

SLOAC is provided jointly by the UFT Welfare Fund and the Department of Education (DOE). SLOAC provides health benefits and Welfare Fund continuation under certain circumstances which are explained below:

The Department of Education will pay four months of SLOAC to the health carriers and Welfare Fund for pedagogues on regular appointment and paras. Subs are not covered. In order to be eligible, the member must be on a leave of absence for restoration of health.

If a leave without pay for restoration of health is approved by the Medical Leaves and Benefits Office beyond four months, the Welfare Fund will then continue SLOAC for up to an additional eight months.

The Department of Education will provide (SLOAC) benefits up to four months for persons on restoration of health (maternity). However, maternity-related disability benefits are provided only up to six weeks after the birth of the baby for a normal delivery or eight weeks after the birth for a C-Section, with additional documentation.

To implement SLOAC, the payroll secretary must forward Form 1054 (Health Insurance Transmittal Form) to the Benefits Unit with the date the leave without pay begins.

The member is not eligible for SLOAC until he/she has exhausted his/her C.A.R. Again, there is no need to borrow, but there is no prohibition against borrowing.

## **LEAVES OF ABSENCE WITH PAY:**

### **Pay During Military Service**

Regular appointees who enter the military service shall be on leave of absence with pay during the first 30 days of such service unless the Department (DOE) is otherwise required to make payment of salary during such military service.

## **SABBATICALS:** (See Agree. Art. 16B)

### **General Rules**

Pedagogues are eligible for a one-year sabbatical after 14 years of regularly appointed service. For the first one-year sabbatical, pedagogues may use a maximum of three years of regular substitute service for which salary credit was granted. (If a member has taken a six-month sabbatical prior to the first one-year sabbatical, he or she is not eligible to use regular substitute service.)

A spring term six-month sabbatical is available to teachers for study only in the high school and junior high school divisions; however, the six-month restoration of health sabbatical is available to members in all divisions.

All six-month sabbaticals including the special sabbatical for restoration of health of less than six months require seven years of regular appointed service for eligibility; no substitute service may be used.

Sabbaticals are granted by seniority. Remember that a 28-year appointed teacher who has taken one sabbatical now has only 14 years' seniority towards the next sabbatical since he/she already used 14 years toward the first sabbatical. The same applies for the six-month sabbatical. You must subtract seven years for each six-month sabbatical already taken. (For health sabbaticals of less than six months, a pro-rated service deduction is used.)

Only 5 percent of the regularly appointed staff in a school may be on sabbatical in any given school year.

### **Compensation**

Compensation for the one-year sabbatical and the six-month study sabbatical is a 70 percent of the regular gross salary.

Compensation for the six-month restoration of health sabbatical is at 60 percent of the regular gross salary.

Pedagogues are not permitted to engage in any gainful employment or occupation or study for any other trade or profession while on sabbatical.

If a teacher is employed in a summer school program which runs through August and is commencing a sabbatical on August 1, he/she may complete this job. The following summer, however, he/she may not resume the activity. The teacher retains all retention rights to the position and may resume the position the summer following the expiration of the sabbatical.

### **Types of Sabbaticals:**

Study: Pedagogues must complete 16 credits for a one-year sabbatical or 8 credits for a six-month sabbatical. Courses are to be taken at an accredited graduate or undergraduate institution. Courses of study are to be job related in accordance with criteria established by the Chancellor.

If a course is closed out or no longer offered, teachers should select another and notify in writing their local instructional superintendent. Send all communications certified mail return receipt and keep copies.

At the conclusion of the sabbatical, the teacher must have the university send an official transcript to the local instructional superintendent or executive director through whom the application was submitted.

Educational research projects which are offered in lieu of courses are approved after teachers submit an outline of the proposal to the principal and the local instructional superintendent and it is accepted by them. At the completion of the leave, the teacher must submit a copy of the completed project to the superintendent or the executive director through whom the application was submitted.

Restoration of Health: Pedagogues must submit an application as well as an OP 407 (Confidential Medical Report) to the Department of Education (DOE) Medical Leaves and Benefits Office, 65 Court Street, Brooklyn, NY 11201. Denial of this leave is grievable through the medical arbitration provision of the contract. (See Agree. Art. 21J4)

**TB Sabbaticals:**

Teachers excused from service by the Board of Health of the City of New York because of tuberculosis may be granted up to five terms of sabbatical leave. Approval of the School Medical Director is required. Sabbaticals of this type are granted without reference to other regulations at the rate applicable to special sabbatical leaves for restoration of health.

**INVOLUNTARY LEAVE OF ABSENCE:**

The Department of Education may place a pedagogue on involuntary leave of absence when a teacher has exhausted his/her cumulative absence reserve (C.A.R.), and where, in the opinion of the medical director of the DOE, the teacher will be unable to resume his/her teaching function within 30 days thereafter. (DOE By-Laws) The teacher receives payment for weekends and all holidays which fall within the 30-day grace period. Where a teacher has days left in the cumulative absence reserve, the teacher can be placed on leave pursuant to Section 106-7a, but the teacher will be paid for the days in the cumulative absence reserve.

Where a pedagogue has been forced to take an involuntary leave for more than a month by the Medical Leaves and Benefits Office, the teacher is entitled to independent medical arbitration.

**TERMINAL LEAVE:**

Employees who resign or retire, shall, upon application, receive terminal leave on the basis of one-half of up to 200 days of the unused sick leave accumulated during regular appointment.

If the resignation or retirement becomes effective at any time other than the end of a school year, sick leave for the period of service during that school year shall be paid at the rate of one day for each two full months of service.

Employees may apply for reinstatement to active service or for retirement at any time.

An employee who becomes seriously ill while on terminal leave may convert it to a sick leave. In that event, he/she becomes entitled to his/her total accumulated unused sick leave minus the number of school days actually taken as retirement leave.

The employee receives retirement credit for the period of retirement leave.

Application for the leave must be made one month prior to the beginning of the leave.

Vacation periods intervening between the end of a retirement leave and the member's retirement date are deemed periods of active service for all purposes including compensation.

There is no requirement in law that the leave begin in either September or February. However, it is expected that no leave will extend from one school term into the next school term.

The employee on terminal leave may not accept employment with the Department of Education or the Board of Higher Education or publicly supported institutions in NYC or NYS. There is no restriction on private employment or public employment outside the jurisdiction of NYS.

### **APPEAL PROCEDURES:**

Members can grieve denial of a leave of absence through Article 22B3 of the Agreement. (See "Grievance" section) The four areas that can be grieved are:

- Placement of the pedagogue on a leave of absence without pay for more than one month; or
- Termination of the pedagogue's services; or
- A recommendation for disability retirement; or
- A denial of a leave with or without pay for more than one month.

Pedagogues should be instructed to contact their district representative immediately if they wish to proceed to Medical Arbitration. Teachers must submit the request for Medical Arbitration within 10 school days of receipt of notice from the Division of Human Resources.

**IMPORTANT RESOURCES:**

UFT Contract	UFT
FMLA Personnel Memorandum	School Secretary
Maternity Leave for Teachers	School Secretary
SLOAC	School Secretary

**Department of Education Forms**

Application for Excuse of Absence For Personal Illness (OP 198)	School Secretary
Application for Leave of Absence Without Pay (OP 160)	School Secretary
Confidential Medical Report And Evaluation (OP 407)	School Secretary
Health Insurance Transmittal Form (EB 1054)	School Secretary
Health Plan Enrollment Change Form (ERB 2000)	School Secretary

**Booklets**

City Health Plan Books	School Secretary or DOE Medical Leaves and Benefits Office
Red Apple Book (online)	UFT Welfare Fund

**Important Phone Numbers**

DOE Medical Leaves and Benefits Office	718-935-2729
UFT Borough Offices	
Bronx	718-379-6200
Brooklyn	718-852-4900
Manhattan	212-598-6800
Queens	718-275-4400
Staten Island	718-605-1400
UFT Hotline	212-777-0190
UFT Welfare Fund (written communication preferred)	212-539-0539 (Forms) 212-539-0500 (General)

**UFT Welfare Fund Forms to request if needed**

DBL #1 – Disability Form	UFT Welfare Fund
Change of Status Form	UFT Welfare Fund

**Pension Forms**

Change of Beneficiary (TRS; TDA)	Teachers Retirement System 55 Water Street New York, NY 10041
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**Other People to Notify**

All private insurance carriers with which you carry insurance

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## SALARY

In general, see Agree. Art. 3.

### **SALARY SCHEDULES:** (See Agree. Appendix A)

*Effective September 2005, all teachers must be certified.*

With some exceptions, teachers are paid on Schedules C1, C2 or C6. C1 is the basic schedule without any differentials. C2 is the basic schedule plus the first differential. C6 is the basic schedule plus the first and second differentials. Teachers may additionally qualify for the intermediate and promotional differentials.

#### **First Differential – C2 (See Agree. Appendix A)**

30 credits beyond the bachelor's degree. May include excess graduate or undergraduate credits and "D" in-service courses.

#### **Intermediate Differential – C2+ID (See Agree. Appendix A)**

60 credits beyond the bachelor's degree. Graduate or undergraduate credits may be used if earned prior to the BA degree. All "G" in-service courses are acceptable.

#### **Second Differential – C6+PD (See Agree. Appendix A)**

A doctorate degree or a master's degree plus 30 college credits in excess of those required for the master's. The 30 credits may include undergraduate or graduate credits. Credits must have been earned after the bachelor's degree. Both "G" and "D" in-service courses are acceptable.

"P" courses – professional development courses and/or activities approved by the Chancellor may be used.

The second differential will be used for an employee who achieves full National Board for Professional Teaching Standards (NBPTS) certification.

CLEP, Excelsior and Dante examinations may now be used toward the plus-thirty (30) credits required for a differential.

**NOTE:** (C6) Teachers of shop subjects and related technical subjects may qualify with a BA degree + 60 additional credits including in-service courses and excess credits.

### **Promotional Differential – C2+PD (See Agree. Appendix A)**

A master's degree or 30 college credits beyond the bachelor's with a 36 college credit concentration in an approved subject area. 36 credits can be part of your graduate or undergraduate work or a combination of both. Excess graduate or undergraduate credits may be included.

### **Longevity Increment (See Agree. Appendix A)**

Longevity payments will be made on the milestone anniversary date.

#### **SALARY CREDIT:**

The basic rules for computing salary credit are as follows:

Appointed teachers may receive credit for satisfactory full-time teaching service performed prior to appointment. Each 85 days of occasional per diem service may be credited for one term of salary credit. **Teachers only** may start on step 8B.

Effective 2004-2005 all newly hired appointed teachers must log on the DOE's website, <http://www.schools.nyc.gov/teachnyc>, and complete an online application for prior outside experience. Teachers who previously worked for the DOE must submit a paper application for salary step placement. After processing by the DOE, a "Certificate of Salary Status" is issued. If the certificate contains an error, the Bureau of Salary Differentials and Status must be notified within 90 days of the date of issuance in order for the correction to be retroactive to the date of appointment.

All applications must be submitted within six months of appointment to be eligible for retroactivity.

Effective September 2005, all teachers must be certified.

Some licenses qualify for salary credit for related non-teaching experience.

Evening and summer school service are not creditable.

Appointed teachers, et al., receive increments on March 1, and on the anniversary of the equated date of appointment. This equated date is for salary purpose only.

**Note:** In order to receive the March 1 increment, the employee must be on payroll March 1.

#### **Example:**

*If a teacher on step 5A begins a leave in January and returns on March 3, the teacher returns on step 5A, thus losing the March 1 increment.*

Service in other school systems and in private and parochial schools, etc., is credited on the same basis as regular substitute service in the schools of New York City provided the teacher was serving in day schools, on an annual basis for remuneration.

An employee on annual salary appointed to a position on another schedule where the minimum salary is equal to or less than the maximum of his/her former schedule moves to the step in the new scale nearest to but higher than the salary he/she was receiving.

#### **SALARY PAYMENT:**

Salaries of certified appointed teachers, et al., and paraprofessionals are paid on a semi-monthly basis.

The Chancellor is empowered to direct withholding of all salary payments from an absentee who has been absent either continuously or intermittently until an investigation of such absence is made.

Certified teachers assigned on February 3, when the preceding two days were Saturday and Sunday, rendered all services which could have been required for the month and are equitably entitled to a full month's pay. The Commissioner of Education clearly has the right to award interest as an incident of his judicial powers. Where there was no valid reason for a lengthy delay on the part of the DOE in complying with a decision in favor of an appellant, interest was awarded.

Payroll information is as follows:

Q742 Payroll	Certified Salary Schedule: - Appointed pedagogues
Q744 Payroll	- Paraprofessionals
Per Diem Payroll	Semi-monthly payroll for service rendered on a per diem basis
For F & Z only	1/200 of appropriate salary schedule, up to a maximum of step 4A, with differentials—per day, retroactive to the first day of assignment
“F” status	- Certified teachers filling regularly scheduled part-time vacancies (less than five full days a week) - Filling full five days/week vacancies occurring June 1 or after
“Z” status	- A substitute serving in the same position 30 consecutive days with no break in service, or more, is entitled to receive the higher rate of pay, i.e. 1/200 of the step he/she is entitled to up to maximum step 4A

“O” status - Occasional per diem substitutes are compensated in accordance with Article 3 of the Day-to-Day Substitute Agreement. Flat rate of \$140.13 per day effective 11/1/05

Direct deposit is available to all UFT employees. Enrollment begins in September and runs through March 31.