

**ARTICLE SIXTEEN
LEAVES**

A. Cumulative Absence Reserves and Sick Leave

1. Teachers on regular appointment reinstated after retirement will be credited with the cumulative reserves remaining to their credit upon retirement and such reserves as they accumulated as regular substitutes.

2. Teachers on regular appointment who resign or retire will be credited upon resuming service as regular substitute teachers with 120/200 of the unused cumulative reserves remaining to their credit upon resignation or retirement.

3. Teachers 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.

4. Teachers 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 in school service.

5. Teachers 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 cumulative reserves.

6. Employees of the City University of New York who transfer as regularly appointed teachers to the Board shall have their cumulative reserves transferred and credited to them, but not in excess of the maximum number of days creditable in this system.

7. Unused sick leave accumulated as a per diem substitute shall be transferable to the teacher's "bank" as a regular substitute or appointed teacher.

8. Unused leave accumulated as a paraprofessional or substitute vocational assistant or teacher's assistant shall be transferable to the teacher's "bank" as a regular substitute or an appointed teacher.

9. A teacher on regular appointment who has exhausted his/her cumulative sick leave may borrow up to 20 days of additional sick leave. However, in order to assure that borrowed sick leave is repaid, the employee may be required to sign an appropriate document prepared by the Board acknowledging a legal obligation to repay upon the cessation of service. For purposes of this provision "cessation of service" shall mean resignation, retirement, termination for cause or death.

10. 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.

11. Teachers 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. Teachers 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. Effective September, 2002, teachers may use two of the three days allowed for personal business in any school year for the care of ill family members. For the purpose of this provision, family member shall be defined as: spouse; natural, foster or step parent; child; brother or sister; father-in-law; mother-in-law; any relative residing in the household; and domestic partner, provided such domestic partner is registered pursuant to the terms set forth in the New York City Administrative Code Section 3-240 et seq. 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.

12. Regular substitute teachers shall be granted absence refunds for illness on application, without a statement from a physician, for no more than five days in one school term. However, regular substitute teachers who serve two terms in one school year shall be granted a total of no more than 10 such absence refunds during the two terms, three of which may be used for personal business provided that reasonable advance notice is given to the head of the school. Effective September, 2002, regular substitute teachers may use two of the three days allowed for personal business in any school year for the care of ill family members. For the purpose of this provision, family member shall be defined as: spouse; natural, foster or step parent; child; brother or sister; father-in-law; mother-in-law; any relative residing in the household; and domestic partner, provided such domestic partner is registered pursuant to the terms set forth in the New York City Administrative Code Section 3-240 et seq. 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.

13. Teachers covered by the Workers' Compensation Law 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 Workers' Compensation Law, such absence may be charged against sick leave reserve if the teacher submits a doctor's certificate as required under the by-laws of the Board.

14. Teachers serving in schools shall not suffer loss of sick bank days for absence due to illness from the following children's diseases: rubeola (measles), epidemic parotitis (mumps), and varicella (chicken pox). It is understood that this paragraph does not apply to rubella (german measles).

15. The Board will approve absences without loss of sick bank days for teachers who contract Hepatitis B as a result of working with children who have been evaluated as presenting a substantial risk of exhibiting acting out behavior.

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

17. Teachers who resign or retire shall, upon application, receive termination pay on a basis of one half of up to 200 days of the unused sick leave accumulated as a regularly appointed or regular substitute teacher. 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. Effective upon ratification and adoption of this Agreement termination pay pursuant to this provision shall be paid in three equal cash installments payable two months, fourteen months and twenty six months following his/her termination date.

18. The estate of a teacher who dies during the term of this contract shall receive termination pay calculated on the same basis. This paragraph shall not apply to those teachers who are presumed to have retired on the day immediately preceding their death pursuant to Section 13-545 of the Administrative Code of the City of New York, as amended.

19. Absence for illness after September 1, 1967, will be charged on a day-for-day basis to any unused sick leave accumulated prior to September 1, 1967.

20. Absence immediately prior to resignation shall be paid on the same basis as termination pay.

21. Employees on sabbatical leaves of absence shall not accrue days in their cumulative absence reserves for the period of the sabbatical leave.

B. Sabbatical Leaves

1. Teachers on regular appointment will be eligible for a sabbatical leave for study or restoration to health after each 14 years of service. The first 14 years of service may include a maximum of three years of substitute service for which salary credit was granted. Courses for study sabbatical shall be job related in accordance with criteria established by the Chancellor.

2. Approval of the school medical director is required for all sabbaticals for restoration to health. Teachers on regular appointment who have less than 14 years of service will be eligible for a “special sabbatical leave for restoration to health” after seven years of service on regular appointment.

A “special sabbatical leave for restoration of health” shall be for a period of six months, beginning on August 1 and ending on January 31 of the following year or beginning on February 1 and ending July 31 of the same year. However, a “special sabbatical leave for restoration of health” may be taken for a period of at least one month but less than six months under the following circumstances:

a. The teacher meets all the eligibility criteria for a six-month “special sabbatical leave for restoration of health.”

b. The teacher has exhausted his/her cumulative absence reserve.

c. The school medical director will determine when the teacher is fit to return to duty. The superintendent will return the teacher to his/her assignment in the school as soon as possible, but in no event later than the beginning of the next marking period following the date of return determined by the school medical director, unless there is a valid educational reason for a different assignment in the school.

d. The teacher will be deemed to have exhausted years of service for sabbatical eligibility based upon the formula.

$$\frac{\text{Calendar Days of Leave} \times 7 \text{ years}}{180}$$

180

3. A sabbatical leave shall be for a period of one year, beginning on August 1 and ending on July 31 of the following year.

4. Teachers on regular appointment serving in high schools organized on a semi-annual basis or in junior high or intermediate schools will be eligible for sabbatical leaves for study beginning February 1 and ending July 31 of the same year, after each seven years of service on regular appointment.

5. A teacher on sabbatical leave of absence shall receive compensation at the rate of seventy (70) percent of the teacher’s regular salary. The sabbatical leave pay of teachers who receive a bonus shall be based upon their annual salary and the amount of the annual bonus received. The sabbatical leave pay of teachers who receive a license salary differential shall be based upon their annual salary and the amount of the license differential.

6. Teachers on special sabbatical leave for restoration of health (as defined in paragraph 2 above) shall receive compensation at the rate of sixty (60) percent of their regular salary during such leave. The pay for the “special sabbatical leave for restoration

of health'' (as defined in paragraph 2 above) of teachers who receive a bonus shall be based upon their annual salary and the amount of the annual bonus received. The pay for the "special sabbatical leave for restoration of health'' of teachers who receive a license salary differential shall be based upon their annual salary and the amount of the license differential.

7. Teachers serving a probationary period in a second license within the bargaining unit shall be permitted to take a sabbatical leave of absence or a "special sabbatical leave for restoration of health'' (as defined in paragraph 2 above) during such period if they are otherwise eligible; however, there shall be no reduction, by reason of such leave, of the total probationary period which they are required to serve.

8. An application for a sabbatical leave of absence or for a "special sabbatical leave for restoration of health'' (as defined in paragraph 2 above) will not be denied to an eligible teacher unless the leave would be contrary to applicable regulations. When the number of eligible applicants in any school or organizational unit exceeds the number of sabbatical leaves and "special sabbatical leaves for restoration of health'' (as defined in paragraph 2 above) permissible under applicable regulations, applications shall be granted in the school or organizational unit in order of the city-wide seniority of the applicants. For this purpose, in the case of applications for sabbatical leave, seniority shall be determined by the number of years of service usable for eligibility for sabbatical leave, minus the years required for each sabbatical leave or "special sabbatical leave for restoration of health'' (as defined in paragraph 2 above) already taken.

9. In accordance with the LOBA determination and award in Case No. IA-1-85, the sabbatical cap shall be 5%. Notwithstanding the 5% sabbatical cap, the taking of a sabbatical shall not cause a hardship in any department or subject area.

10. In accordance with the LOBA determination and award in Case No. IA-1-85, sabbaticals shall be conditional upon the employee remaining in the New York City school system for two (2) years after the employee's return. Sabbaticals of six months or less shall be conditional upon the employee remaining in the New York City school system for one (1) year after the employee's return. Failure to comply with the applicable return provision shall make the employee liable to the New York City Board of Education for the salary that the employee received during the sabbatical period. If upon return from sabbatical, the services of the employee are terminated during the applicable return period, the requirement for any refund shall be eliminated. If an employee is unable to return from a sabbatical or is unable to complete the applicable service requirement upon return from a sabbatical due to a medical incapacity which has developed since the commencement of the sabbatical, such employee shall receive a hardship exception to this return provision. Such hardships shall be reviewed and approved by the Board's Medical Bureau on a case-by-case basis.

C. Special Study Sabbaticals To Achieve Certification

1. Teachers on regular appointment may apply for a special one year or six month sabbatical leave of absence for study to be granted for the following purposes:

a. Study to meet certification requirements for a license designated by the Board of Education and the Union as a shortage area; and/or

b. Study to become certified in the license appropriate to the teacher's current assignment.

The Board and the Union will meet annually to decide the number of these special sabbatical leaves of absence for study to be granted depending on the funds available for this purpose.

2. These special sabbatical leaves of absence for study will be granted to the senior applicants with priority for those who need 16 credits or less to complete certification.

3. This special sabbatical leave of absence for study may be for a period of one year or for a period of six months. One year special sabbatical leaves of absence for study begin on August 1 and end on July 31 of the following year. Six month special sabbatical leaves of absence for study begin on August 1 and end on January 31 of the following year or begin on February 1 and end on July 31 of the same year.

4. A teacher on special sabbatical leave of absence for study shall receive compensation at the rate of seventy (70) percent of the teacher's regular salary. The sabbatical leave pay of teachers who receive a bonus shall be based upon their annual salary and the amount of the annual bonus received. The sabbatical leave pay of teachers who receive a license salary differential shall be based upon their annual salary and the amount of the license differential.

5. A teacher who receives this special sabbatical leave of absence for study will commit to completing certification and will accept assignment to teach in the license area for a minimum of two years.

6. The Board and the Union will jointly seek funding to provide tuition reimbursement for teachers on these sabbaticals.

7. These special sabbatical leaves of absence for study are not subject to the five percent cap, but shall count as used sabbaticals in determining eligibility for any future sabbatical.

8. The substitute service creditable toward sabbatical leave eligibility pursuant to paragraph 1 of Section B above may be applied to a twelve month special sabbatical leave of absence for study. Furthermore, such substitute service, if otherwise creditable toward sabbatical leave eligibility, shall not be lost or diminished as a result of taking a six-month special sabbatical leave of absence for study.

9. Administrative procedures for the effectuation of these provisions are to be formulated by the Board in consultation with the Union.

D. 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.

E. Leaves of Absence Without Pay

1. Purposes for Which Granted

Leaves of absence without pay shall be granted upon application to teachers on regular appointment for the following purposes:

a. Study related to the teacher's license field;

b. Study to meet eligibility requirements for a license other than that held by the teacher;

c. Acceptance of a teaching position in a foreign country for one year, with such leave renewable for an additional year. Such teaching position shall be sponsored or approved by the government of the United States.

The Board will recommend to the Teachers' Retirement Board the granting of retirement credit for the duration of the aforesaid leaves.

Teachers may be granted a leave of absence without pay of up to two years to adjust personal affairs (such as 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. The teacher may consult with the Union with respect to the matter. Teachers who are denied such a leave may refer the matter to the Chief Executive of the Division of Human Resources for review and final determination.

"Urgent needs" of the school to which the teacher is assigned may be asserted by the Board as justifying a temporary denial of any application for leave without pay.

Through at least July 31, 1995, the Board will implement a liberal policy concerning the granting of leaves of absence without pay to UFT bargaining unit members who meet the stated criteria for such leaves. Bargaining unit members who are denied such a leave at the school or district level may appeal to the Chief Executive of the Division of Human Resources, for review and final determination.

2. Per Diem Service While on Leave

Teachers on maternity leave and teachers on leave of absence without pay for study and related professional experience shall be permitted to perform per diem teaching service.

F. Military Service Pay

1. Excuse for Selective Service Examination

Teachers called for selective service physical examination shall be excused without loss of pay for such purpose.

2. Pay During Military Service

Teachers on regular appointment who enter the military service shall be on leave of absence with pay during the first 30 days of such service unless the Board is otherwise required to make payment of salary during such military service.

G. Payment for Jury Duty

Teachers who are required to serve on jury duty will receive full salary during the period of such service, subject to their prompt remittance to the Board of an amount equal to the compensation paid to them for such jury duty.

H. Vocational High School Externship Program

The Board and the Union agree that the following conditions apply to teachers who participate for up to one semester in the Vocational High School Teacher Externship Program ("Program") to upgrade their skills:

1. Participation in the Program shall be on a voluntary basis, by application following posting in the school of the qualifications required, identification of the sites where and the time schedule for the training. A copy of the agreement will also be made available.

2. Priority for selection shall be to the teacher(s) in whose room(s) the equipment is being installed for which skills upgrading is being offered through the Program. Thereafter preference shall be to the qualified teacher with the highest seniority in the school who applies (or intends to apply) for the particular shop, if not inconsistent with the needs of the school.

3. During and after participation in the Program the teacher will continue in his/her position at the High School of Graphic Communication Arts, or other participating vocational high school, subject to the provisions of the collective bargaining agreement.

4. While participating in the Program the teacher will be relieved of classroom and other school based professional responsibilities.

5. All compensation, seniority and benefits applicable to the teacher shall continue to accrue during the time he/she is participating in the Program.

6. Participation in the Program shall be within the work day set forth in Article 6A of the Agreement, Monday through Friday, and in accordance with the Board calendar with respect to holidays, recesses and vacations.

7. Teachers may continue to work in per session programs that do not interfere with their attendance in the Program. If a teacher is unable to continue the per session job due to conflict with the Program's schedule of hours, his/her retention rights in the per session job will be treated as though he/she were on sabbatical leave.

8. Participation in the Program is conditioned upon the teacher remaining in the school system for at least two years after completion of the externship and accepting assignments in his/her school using the upgraded skills. But this provision shall not entitle the Board to involuntarily transfer the teacher except as authorized under the collective bargaining agreement. Similarly, the teacher may not transfer out of the school during the two year period. Failure to comply with this return requirement shall be treated in all respects as provided in Article 16 B10.

9. The Board and the Union strongly recommend that the teacher's professional activity following participation in the Program consist of development of skills and/or materials reflective of the externship.

10. Teachers who wish to earn differential credit based on their participation in the Program shall develop and submit a work/study plan including a final project that reflects what was learned and is applicable to classroom instruction and practice. Three "G" credits will be granted in accordance with Board policy upon successful completion of the work/study plan, including evaluation of the project and payment of a \$100 registration fee.