

## UFT Borough Office Teacher Reassignment Center Liaisons

*To speak to your TRC liaison, contact your borough office and let them know to which TRC you have been reassigned.*

Manhattan Borough Office

(212) 598-6800

52 Broadway, 10th floor, New York, NY 10004

Brooklyn Borough Office

(718) 852-4900

335 Adams St., 25th floor, Brooklyn, NY 11201

Queens Borough Office

(718) 275-4400

97-77 Queens Blvd., 5th floor, Rego Park, NY 11374

Bronx Borough Office

(718) 379-6200

2500 Halsey St., Bronx, NY 10461

Staten Island Borough Office

(718) 605-1400

4456 Amboy Rd., Staten Island, NY 10312



United Federation of Teachers

Temporary Reassignment Center

Manual For Members



United Federation of Teachers  
A Union of Professionals

December 2008



## INTRODUCTION

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The UFT believes that all of its members, regardless of their work site or assignment, are entitled to be treated in a professional manner. During the 2007-2008 year, the union embarked on a concerted effort to address the issues, indignities and injustices that members reassigned to temporary reassignment centers (TRCs) face. This effort included months of negotiations with the Department of Education (DOE), which resulted in an agreement that will improve conditions for TRC-reassigned members in a number of ways. The agreement was formalized in a June 27, 2008 letter; a copy of the letter is at the back of this manual.

Each UFT borough office has designated a UFT staff liaison to assist reassigned members and ensure that they are provided with current information and timely answers to their questions. Contact information for all the borough offices is listed on the back of this manual.

UFT members in the TRCs are entitled to the same due process rights as all UFT members, and the union is committed to making certain that reassigned members understand that their rights as UFT members are intact. The union also continues to be diligent in its efforts to make certain that Public Employee Safety and Health (PESH) and Occupational Safety and Health Administration (OSHA) regulations are complied with at each TRC.

This manual has been put together to provide an overview of what all members should know about the TRCs and to answer the questions we have most frequently been asked by reassigned members.

## WHAT TO DO IF YOU HAVE BEEN REASSIGNED TO A TRC

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- There is a representative (UFT borough office liaison) based in each borough office assigned to your TRC. Please contact the representative so that s/he knows that you have been reassigned.
- Within your TRC, there is a member who is the site TRC liaison. Please be sure to make contact with him/her as well.
- A copy of your reassignment letter or notice should be given to the UFT TRC borough office liaison as well as the TRC site liaison.
- You should be provided with a memo regarding conduct at reassignment centers from your Integrated Service Center (ISC).
- You are accountable for your time while at the TRC. You must arrive on time and stay for the length of your school day.

## KNOW YOUR RIGHTS

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**Q. Is there a time limit for reducing investigated incidents to writing?**

**A.** Article 21(C)(3) of the teachers' contract states, "incidents investigated by the Chancellor or by a governmental investigatory agency must be reduced to writing by the appropriate supervisor within 6 months and 12 months respectively from the date the incident occurred or should have been discovered by the appropriate school officials." If this procedure is not followed, nothing should be incorporated into your official file.

**Q. May I be reassigned based on an investigation conducted by a principal?**

**A.** The June 27, 2008 letter between the UFT and DOE states that, absent unusual circumstances, allegations being investigated by principals will not result in a member being removed from his or her school. Any reassignments that are not authorized by the Office of Personal Investigation or the Office of Special Investigations (OSI) must be approved by the central DOE.

**Q. Must the DOE reassign me in the same borough that I work?**

**A.** Wherever possible, an employee reassigned to a TRC will be reassigned in the borough in which she or he works. Contact your borough liaison if you are reassigned to a different borough.

**Q. How long can I be reassigned without charges being filed against me? Is there a maximum time period that I can be assigned to a Teacher Reassignment Center?**

**A.** In the June 27, 2008 letter, the DOE states that it will attempt to complete an investigation within a 90-day time period. However, Article 21(G)(4) of the contract provides that when an employee is reassigned pending the outcome of an investigation by either the Chancellor's Office of Special Investigations (OSI) or the employee's supervisor, "the employee will be restored to service no later than 6 months from the date of his or her removal unless Education Law § 3020-a charges have been preferred against the employee. Should the employee be restored to service, this does not preclude the Board from subsequently preferring Education Law § 3020-a charges against the employee. If charges are preferred, the employee shall remain reassigned, at the Board's discretion, pending the outcome of the disciplinary process. This requirement to restore an employee to service after 6 months does not include investigations conducted by the Special Commissioner of Investigation or investigations that are related to criminal prosecutions."

**Q. Do I have a right to know why I have been reassigned?**

**A.** The June 27, 2008 letter requires the DOE to notify every staff member as to the general grounds for their reassignment. If you are being investigated by SCI, they will inform you of the investigation without the general grounds.

Any UFT member who has been reassigned and is unaware of the reason should contact the TRC liaison in their UFT borough office so that they can pursue this information on his or her behalf.

**Q. What should I do if my principal or investigators from the Chancellor's Office of Special Investigations (OSI) want to question me?**

**A.** You are entitled to have a union representative present with you whenever you are being questioned about your case by a principal or OSI. Make it clear that you will not discuss your case without a union representative. Be sure to avoid even casual discussions about your case. Let your UFT TRC borough liaison know if you're contacted as part of the investigation of your case. If you already have legal counsel, you should contact your attorney.

**Q. What should I do if investigators want to question me?**

**A.** If you already have a legal counsel, you should contact your attorney. If an attorney has not been assigned to your case, you should contact your TRC borough liaison immediately to have legal representation assigned.

**Q. Do I have a right to leave the TRC facility during the school day?**

**A.** Other than during your lunch period there is no entitlement to leave the center during the school day.

**Q. Must I clock in?**

**A.** The Department of Education has the right to require that reassigned staff document their time at the facility.

**Q. Do I have a right to attend union meetings at my home school?**

**A.** No, but keep in touch with your school chapter leader to keep up with what is going on in your school.

**Q. Do I have a right to request that I be offered meaningful work?**

**A.** The June 27, 2008 letter states that members who "wish to perform duties or activities while assigned to a TRC shall be permitted to do so, with the proposed duty or activity subject to the appropriate supervisor's approval."

**Q. Can I use the Open Market Transfer Plan while reassigned?**

**A.** Yes, unless you are on the ineligible list.

## SAFETY AND SECURITY

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**Q.** Can I be required to pass through a metal detector?

**A.** Yes.

**Q.** Are there security guards at the TRC facility?

**A.** Yes, but they may not be from the NYPD School Safety Office. If your center is located in a non-public school, they are hired from a private security firm.

**Q.** What do I do in the event of an emergency?

**A.** Check your site safety plan, which must outline all emergency procedures including:

- emergency exits
- a written emergency action plan
- evacuation procedures.

The UFT intends to vigorously pursue all violations of your contract and PESH regulations on your behalf. The June 27, 2008 letter requires the DOE to review issues raised by the UFT with respect to the TRC facilities and work spaces. Please call all potential violations to the attention of your borough office TRC liaison as you become aware of them.

**Q.** Must the Department of Education provide me access to a phone?

**A.** The contract provides that you shall be granted access to a pay phone.

## UFT - DOE Letter on TRC Agreement

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June 27, 2008

Joel I. Klein  
Chancellor  
Department of Education  
52 Chambers Street  
New York, NY 10007

Dear Chancellor Klein,

This letter will confirm certain mutual understandings and agreements between the Board of Education of the City School District of the City of New York (the “DOE”) and the United Federation of Teachers (“UFT”).

*Temporary Reassignment Centers (“TRCs”)*

Effective immediately, the letter the DOE provides to each UFT-represented employee (“Employee”) to inform the Employee that he or she has been reassigned to a TRC will indicate the general grounds for each reassignment (where an Employee is being investigated by the Office of the Special Commissioner of Investigation (“SCI”), just that information will be supplied). The DOE will provide all currently reassigned Employees who have not been arrested or charged under Education Law § 3020-a with written confirmation of the general grounds for the reassignment.

Effective with the end of 2007-08 school year, where a UFT-represented employee is reassigned, the amount of time for the Office of Special Investigations (“OSI”) to conduct an investigation shall be 90 days; the amount of time to transfer criminal cases to the Administrative Trials Unit (“ATU”) shall be 30 days; and the amount of time for the DOE to draft Education Law § 3020-a charges shall be 40 days. The DOE will diligently attempt to comply with these timeframes. The preceding two sentences shall not be enforceable through either the grievance processes set forth in the relevant collective bargaining agreements or any other legal mechanism. Each year, a labor-management committee composed, in equal parts, of UFT and DOE representatives shall meet to discuss whether these time frames are being complied with and, if not, to agree on further actions to be taken with respect to the time frames. This paragraph shall not constitute a waiver of any other rights an Employee may have.

The DOE has identified a unit within the Division of Human Resources that will be responsible for managing and tracking all reassignment cases, ensuring that all reassignments are made consistent with applicable policy, and working with the other DOE offices involved to make sure that the process is accelerated based on, among others, the initiatives set forth in this letter. This unit will be making regular quarterly reports that will be shared with the UFT.

Absent unusual circumstances, effective immediately, allegations being investigated by principals will not result in an Employee being removed from his or her school.

The DOE has conducted a central review of all investigations of currently reassigned Employees conducted by principals and, where appropriate, reassigned Employees back to their schools.

Any reassignments that are not authorized by the Office of Personnel Investigation or OSI will be reviewed by central DOE. The DOE will consult with the UFT within a week to explain this review process and seek to improve it. The DOE will provide the UFT with regular listings of reassigned pedagogues, no less frequently than on a weekly basis, and if the UFT disagrees with any reassignment decisions it can present its objections for consideration to the Office of Labor Relations. Should a principal reassign an Employee without proper approval pursuant to the central DOE process, the central DOE shall return the Employee to the school from which the Employee was reassigned and the principal's school-based budget shall be charged for the salary the Employee earned while reassigned (the agreement contained in this sentence shall not be a mandatory subject of bargaining).

Wherever possible, Employees reassigned to a TRC will be reassigned in the borough in which such Employee works. Employees who wish to perform duties or activities while assigned to a TRC shall be permitted to do so, with the proposed duty or activity subject to the appropriate supervisor's approval. This paragraph shall not be construed as a modification to Chancellor's Regulation C-770.

The DOE will review issues raised by the UFT with respect to the TRC facilities and work space provided to reassigned Employees. In order to help ensure a safe working environment, the UFT and DOE will work together to develop a facilities protocol for building concerns consistent with the Public Employee Safety and Health Act.

The DOE will continue to submit cases through the expedited time and attendance procedures if the DOE deems the particular case appropriate for that procedure. The DOE will evaluate cases of tenured Employees receiving unsatisfactory rating(s) for poor performance and, where it deems it appropriate, will refer the case to PIP Plus.

The disciplinary process should never be used to retaliate against whistleblowers or for any other illegal reasons. All employees who make a knowingly false allegation shall be subject to discipline, but decisions relating to the imposition of such discipline on non-UFT bargaining unit members shall not be subject to the grievance processes set forth in the relevant collective bargaining agreements.

The UFT and the DOE are committed to exploring innovative settlement approaches that would permit the parties to Education Law § 3020-a proceedings to reach settlement in a greater number of cases brought under Education Law § 3020-a.

#### *Education Law § 3020-a Hearing Procedures*

The UFT and the DOE, in addition to those agreements set forth in the relevant collective bargaining agreements, have also agreed to the following Education Law § 3020-a hearing procedures:

The permanent arbitration panel provided for in Article 21(G)(2) of the Collective Bargaining Agreement governing Teachers (and the corresponding provisions in the other UFT-DOE collective bargaining agreements) will be expanded from 20 panel members to 28 panel members. A sub-panel of up to 14 individual arbitrators on the permanent arbitration panel will hear cases based predominantly on charges of incompetence (the actual number of arbitrators hearing cases based predominantly on charges of incompetence, up to 14, being determined by the DOE in consultation with the UFT). Arbitrators selected for the permanent panel will be randomly assigned to the sub-panel on a rotational basis each year prior to the deadline for both parties to mutually agree to have arbitrators serve on the permanent panel for an additional one-year term. A labor-management committee composed, in equal parts, of UFT and DOE representatives shall meet as needed to discuss any issues regarding the 3020-a panel or process.

The UFT and DOE will jointly explore the feasibility of expediting the receipt of Education Law § 3020-a hearing transcripts by the UFT and DOE jointly paying the court reporters' fees and then seeking reimbursement from the New York State Education Department.

Without waiver or limitation of any other materials and information that the respondent Employee ("Respondent") is entitled to under Education Law §3020-a and the relevant collective bargaining agreements ("Discovery"), or the timing for providing such other Discovery, at least one week prior to the Pre-Hearing Conference, the DOE's attorney will supply the Respondent (or Respondent's attorney) with the following:

- a. Copies of all letters in the Respondent's personnel file(s) related to the Education Law § 3020-a charges;
- b. Copies of the final report regarding the investigation conducted by either the Special Commissioner of Investigations ("SCI"), the Office of Special Investigations ("OSI") or by a principal; and
- c. Copies of all witness statements related to the charges in the DOE's possession at that time. (The DOE will diligently attempt to obtain all witness statements prior to providing copies to Respondent or Respondent's attorney pursuant to this provision "c" though failure to do so will not be grounds for exclusion of evidence from an Education Law § 3020-a hearing.)

Without waiver or limitation of any other materials and information that the DOE may be entitled to from Respondent, or the timing for providing such other Discovery, at least one week prior to the Pre-Hearing Conference, the Respondent (or Respondent's attorney) will provide a witness list to the DOE's attorney if the Respondent (or Respondent's attorney) has possession of such. Otherwise, a witness list will be provided to the DOE's attorney by Respondent (or Respondent's attorney) whenever practicable one week prior to the presentation of Respondent's defense.

This letter shall not constitute a waiver of either the Respondent's or the DOE's right to object to the admissibility of documents obtained in the regular course of discovery pursuant to the Education Law and/or the relevant collective bargaining agreements.

In addition to any other obligations the DOE may have to preserve potential Discovery material, at the time the DOE prefers Education Law § 3020-a charges against an Employee, the Office of Legal Services will send a letter to the relevant principal or school leader requiring the principal or school leader to direct all DOE employees and agents under his/her supervision to preserve (i) any relevant records related to students who may be called to testify and (ii) all relevant class rosters.

At the Pre-Hearing Conference, the DOE's attorney and the Respondent (or Respondent's attorney), along with the Hearing Officer, will attempt to: (i) pre-mark exhibits; (ii) stipulate to any facts which are not in dispute; and (iii) stipulate to the admission of any documents to which there is not a dispute about admissibility.

Every effort should be made for a Respondent to attend the Pre-Hearing Conference as well as for the DOE to have a person available who has authority to approve a settlement of the case.

The DOE will provide the student records for testifying students to the Hearing Officer for in camera inspection by the Hearing Officer prior to the hearing date at which the student testifies. It will continue to be the Hearing Officer's decision, within the requirements of Education Law § 3020-a and the relevant collective bargaining agreements, as to whether, and when, these student records are provided to Respondent or Respondent's attorney. This provision remains subject to the Family Educational Rights and Privacy Act.

The UFT and the DOE shall jointly hold meetings with the Hearing Officers and instruct them with respect to the applicable time limitations in Education Law § 3020-a and the relevant collective bargaining agreements.

#### *Contract Arbitrations*

The 140 arbitration dates that are permitted to be scheduled per year for all UFT grievances shall be increased to 175.

The UFT agrees principals may testify at arbitrations by telephone subject to the following conditions: (i) the principal may not look at any written material or be aided by anyone in the room during his/her testimony except as authorized or directed by the arbitrator; (ii) the principal may not be joined in the room by anyone without notifying the arbitrator, all parties and their representatives; (iii) the UFT district representative, or the UFT district representative's designee, may be present in the room with the principal; and (iv) the principal's testimony shall still be under oath. The sole role of the UFT district representative, or the UFT district representative's designee, shall be to verify the principal's compliance with these conditions; the UFT district representative or designee may not participate in the proceedings except to notify the arbitrator and/or the parties' representatives if he or she believes these conditions

are being violated. The UFT district representative, or the UFT district representative's designee, shall not be released from his/her classroom responsibilities for this purpose. Nothing in this agreement shall in any way limit the right of the UFT arbitration advocate to cross-examine the principal. If the arbitrator orders the principal to testify or be cross-examined in person, the principal shall not be allowed to testify or be cross-examined by telephone.

Nothing in this agreement shall in any way limit the currently existing rights of Employees to attend arbitrations.

The use of the 175 days will be governed in all respects by the rules in the relevant collective bargaining agreements governing the use of the 140 arbitration days, including, but not limited to, rules that exclude certain arbitrations from the 140 day limit. Pursuant to the procedures set forth in Article 22C of the collective bargaining agreement governing teachers (and corresponding provisions of other UFT-DOE collective bargaining agreements) for the selection of arbitrators, the number of arbitrators hearing arbitrations may be increased from seven.

Sincerely,

Randi Weingarten  
President  
United Federation of Teachers

Agreed and Accepted By:

Joel I. Klein  
Chancellor  
Board of Education of the City School  
District of the City of New York