

### ***Joint Intentions and Commitments***

Enhanced student achievement based upon high standards and expectations must be the driving force behind every activity of New York City public schools. To accomplish this, we must reinvent schools so that decision making is shared by those closest to students, including parents, teachers, administrators and other stakeholders. Layers of bureaucratic impediments must be peeled away so that flexibility, creativity, entrepreneurship, trust and risk-taking become the new reality of our schools. The factory model schools of the 1900s must make way for the child-centered schools of this century.

To this end, the Union and the Board mutually agree to join together with other partners in the redesign and improvement of our schools, including closing those that have failed and supporting their restructuring. We must challenge ourselves each day to improve student learning, based upon academic rigor, newfound flexibility, meaningful assessments and true accountability. Roles and responsibilities of parents, staff and other partners must be defined. The standards to which we hold our students must never be lower than those we hold for our own children. To accomplish this, we must focus on both the depth and breadth of each proposed instructional and operational change, each designed to support the children and their teachers, whom we expect to meet these rigorous standards.

Change must be service-oriented, supportive and sufficiently flexible so that each school's educational vision can become a reality. It must be practical, possible, efficient and timely. Respect for each other and for every student must be unconditional if we are to accomplish what we must.

To reach these goals, we commit to working together along with other stakeholders to develop specific recommendations in areas requiring immediate attention. These will include, but not be limited to:

- School Based Budgeting
- Early Intervention and Prevention of Inappropriate Referrals to Special Education
- Professional Development
- Parent Outreach and Support
- Workload Standards.

This commitment is our pledge to the children of the City of New York, not just to a promise but to a reality of educational excellence.

### **ARTICLE ONE RECOGNITION**

The Board recognizes the Union as the exclusive bargaining representative of full-time and regular part-time sign language interpreters, as certified in Public Employment Relations Board Case No. C-4252. Sign language interpreters covered by this Agreement are hereinafter referred to as "Interpreters" or "Employees".

### **ARTICLE TWO FAIR PRACTICES**

The Union agrees to maintain its eligibility to represent Interpreters by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, gender, marital status, sexual orientation, handicapping condition, or age and to represent

equally all Interpreters without regard to membership or participation in, or association with the activities of, any Employee organization.

The Board agrees to continue its policy of not discriminating against any Interpreter on the basis of race, creed, color, national origin, gender, marital status, sexual orientation, handicapping condition, age or membership or participation in, or association with the activities of any Employee organization.

## **ARTICLE THREE SALARIES**

### **A. Rates of Pay**

#### **1. Part-Time Hourly Rates**

<b>Level</b>	<b>October 13, 2007</b>		<b>May 19, 2008</b>	
	<b>Minimum</b>	<b>Maximum</b>	<b>Minimum</b>	<b>Maximum</b>
<b>I</b>	\$24.17	\$31.28	\$25.46	\$32.95
<b>II</b>	\$28.17	\$35.75	\$29.67	\$37.66
<b>III</b>	\$32.23	\$40.26	\$33.95	\$42.41
<b>IV</b>	\$36.29	\$44.72	\$38.23	\$47.11
<b>V</b>	\$40.33	\$49.22	\$42.48	\$51.85

#### **2. Full-Time Annual Rates**

		<b>10-Month Interpreters</b>		<b>12-Month Interpreters</b>	
		<b>10/13/07</b>	<b>5/19/08</b>	<b>10/13/07</b>	<b>5/19/08</b>
<b>Level I</b>	minimum	\$34,123	\$35,943	\$40,623	\$42,790
	maximum	\$45,143	\$47,551	\$53,742	\$56,608
<b>Level II</b>	minimum	\$39,756	\$41,876	\$47,329	\$49,853
	maximum	\$51,604	\$54,356	\$61,433	\$64,709
<b>Level III</b>	minimum	\$45,493	\$47,919	\$54,158	\$57,046
	maximum	\$58,109	\$61,208	\$69,177	\$72,866
<b>Level IV</b>	minimum	\$51,214	\$53,945	\$60,969	\$64,221
	maximum	\$64,523	\$67,964	\$76,813	\$80,910
<b>Level V</b>	minimum	\$56,922	\$59,958	\$67,764	\$71,378
	maximum	\$71,044	\$74,833	\$84,576	\$89,087

The Scheduled Salaries of 10 and 12 month Interpreters are based on a normal workweek and a normal workyear as defined below. Pay is pro-rated up or down for longer or shorter workweeks/workyears, and is paid at premium overtime rates as set forth below.

### **3. Proficiency Levels**

The contractual Proficiency Levels applicable to Interpreters are:

**Level I:** Basic screening standard to be developed by the Board in consultation with Union.

**Level II:** Basic screening plus a BA or BS degree.

**Level III:** Basic screening plus a BA or BS degree and successful completion of an accredited Interpreter Education Program.

**Level IV:** Basic screening plus a BA or BS degree and one of the following:

- Certificate of Interpretation (CI) from the Registry of Interpreters for the Deaf; (RID, Inc.); **or**
- Certificate of Transliteration (CT) from the Registry of Interpreters for the Deaf (RID, Inc.); **or**
- National Association of the Deaf certification Level III; **or**
- National Interpreting Certificate (NIC) Certified from the Registry of Interpreters for the Deaf (RID, Inc.).

**Level V:** Basic screening and a BA or BS degree **plus:**

- Certificate of Interpretation (CI) and Certificate of Transliteration (CT) from the Registry of Interpreters for the Deaf (RID, Inc.); **or**
- National Interpreter Certificate (NIC) Advanced from the Registry of Interpreters for the Deaf (RID, Inc.); **or**
- Certificate of Deaf Interpreter (CDI) from the Registry of Interpreters for the Deaf (RID, Inc.); **or**
- Comprehensive Skills Certificate (CSC) from the Registry of Interpreters for the Deaf (RID, Inc.); **or**
- National Association of the Deaf interpreter certification Level IV.

**Incumbents.** Sign Language Interpreters who qualified for their current Salary Level pursuant to the prior criteria shall continue to be paid in accordance with their current Salary Level until they qualify for a higher Level.

### **B. Incumbent Increases**

#### **1. General**

Incumbent general increases during the term of this Agreement shall be:

Effective October 13, 2007	2%
Effective May 19, 2008	5.34%

#### **2. Proficiency**

An Interpreter who qualifies to be paid at a higher Proficiency Level will receive an increase no less than the dollar difference between the applicable maximums at the respective Levels upon providing evidence of their qualification.

### **3. Range**

An Interpreter who is paid below the maximum of the applicable salary range may apply for a supervisory review and adjustment of his or her pay level on the basis of the pay received by comparably qualified bargaining unit members. Determinations made pursuant to such review are not subject to arbitration.

### **C. Staff Development**

The hourly compensation for participants in workshops shall be:

	<b>10/13/07</b>	<b>5/19/08</b>
Presenters	\$42.84	\$45.12
Trainees/Attendees	\$19.21	\$20.23

### **D. Performance Incentives Committee**

A committee co-chaired by the Chancellor, the President of the UFT and the New York City Commissioner of Labor Relations, or his or her high-ranking designee, shall be established to investigate the viability and desirability of merit pay and to address other compensation issues such as comparability, skills and responsibility, shortage and hard to staff areas and potential career ladder opportunities.

**E. Direct Deposit** As of school year 2007-2008, all newly-hired Employees of the Board of Education shall have their wages paid through direct deposit.

### **F. Lump Sum Payment**

Effective January 1, 2007, a lump sum cash payment shall be paid to all Employees covered by this Agreement ("Eligible Employees"). The lump sum cash payment shall be pensionable, consistent with applicable law, and shall not become part of the Employee's basic salary rate.

Full-time Employees shall be paid \$750. Other Eligible Employees shall have the amount of their cash payment pro-rated based on their hours worked during the applicable payroll periods between mid September and mid December compared to the full-time hours of Employees in their title.

## **ARTICLE FOUR PENSIONS**

### **A. Pension Legislation**

The parties have agreed to jointly support pension legislation as set forth in the letter attached as Appendix B.

### **B. Tax Deferred Annuity Plan**

The parties agree to enroll newly-hired Employees who do not enroll in a retirement or pension system maintained by the City of New York in the Board's 403(b) Annuity Plan at the time the Employee is hired. It is further agreed that such Employees will be provided with the option to withdraw from enrollment in the Board's 403(b) Annuity Plan.

### **C. Pension Benefits Agreement and Deferred Compensation Plan**

1. The Pension Benefits Agreement dated June 6, 2000 is deemed to be a part of this Agreement.

2. The Board and the City shall promptly make available to the employees covered by this Agreement an eligible deferred compensation plan under Section 457 of the Internal Revenue Code in accordance with all applicable laws, rules and regulations.

## **ARTICLE FIVE HEALTH AND WELFARE FUND BENEFITS**

### **A. Choice of Health Plans**

The Board will continue to provide for each Employee who is regularly scheduled to work seventy (70) hours per month, and for each full-time Employee, covered by this Agreement a choice of health and hospital insurance coverage from among designated plans and the Board agrees to pay the full cost of such coverage. For purposes of this provision, all paid time, whether worked or not worked, shall be included in the computation of scheduled hours per month.

Employees who are laid off and who are covered by a health and hospital insurance plan at the time they are laid off shall continue to be so covered for ninety days from the day on which they are laid off, and the Board will pay the full cost of such coverage.

The Board, the Union and the City of New York (the "City") continue to discuss on an ongoing basis the citywide health benefits program covering Employees represented by the Union and Employees separated from service. Any program-wide changes to the existing basic health coverage will be expressly incorporated into and made a part of this Agreement.

The parties acknowledge that collective bargaining regarding health benefits is within the purview of negotiations between the Municipal Labor Committee and the City. Cost-containment initiatives and program modifications in the City Health Benefits Program shall be discussed with the Municipal Labor Committee.

### **B. Supplemental Welfare Fund Benefits**

The Board will provide funds at the rate of \$1,685 (\$1,720 effective October 21, 2009) on a pro-rata basis per month on behalf of each Employee covered by this Agreement, whether a member of the Union or not, for the purpose of making available for each such Employee supplemental welfare fund benefits under a plan devised and established jointly by representatives of the Board and of the Union.

Domestic partners of covered Employees will be provided with Welfare Fund benefits in the same manner in which covered Employees who are married receive such benefits for their spouses.

The Board will continue to make payments for supplemental benefits at the rates per year set forth herein on a pro-rata basis per month for ninety days from the day of layoff on behalf of each Employee who is laid off.

Effective May 1, 2008, there shall be a one-time payment to the welfare fund in the amount of \$166.67 on behalf of each covered employee, as defined in the UFT Welfare Fund Supplemental Agreement, who is receiving benefits on May 1, 2008.

The Union has established a supplemental welfare benefits fund program for Employees represented by the Union who have separated from service subsequent to June 30, 1970 who were eligible to receive supplemental welfare benefits and who were covered by a welfare fund

at the time of such separation pursuant to a separate agreement between the Board of Education and the certified union representing such Employees, who remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such program.

The Board of Education shall contribute the following annual amounts on a pro-rata monthly basis for each eligible individual for remittance to the Union to such supplemental benefits fund pursuant to the terms of a supplemental agreement reached by the parties:

Eligible Employees separated from service after September 8, 1982:

Effective October 13, 2007 \$1,565

Effective October 21, 2009 \$1,600

Employees who are separated from service and thereafter return to active service will be entitled to the same Welfare Fund benefits as other active Employees. For the period of their active employment, such Employees will not also receive retiree benefits. Accordingly, the Union Welfare Fund will receive only one contribution on behalf of each such Employee, which shall be at the applicable contribution rate for active Employees.

The Health Benefits Agreement, dated July 22, 2005 is deemed to be part of this Agreement. The side letter agreements between the City Commissioner of Labor Relations James F. Hanley, and UFT President Randi Weingarten, dated June 30, 2004 and July 13, 2005 are deemed to be part of this Agreement. Pursuant to those Agreements, the parties have agreed to a series of payments to the Welfare Fund.

Pursuant to the Municipal Labor Coalition Benefits Agreement, the Union Welfare Fund shall provide welfare fund benefits equal to the benefits provided on behalf of an active Welfare Fund-covered employee to widow(ers), domestic partners and/or children of any active Welfare Fund-covered employee who dies in the line of duty as that term is referenced in Section 12-126(b)(2) of the New York City Administrative Code. The cost of providing this benefit shall be funded by the Stabilization Fund.

### **C. Health Care Flexible Spending Account**

1. A flexible health care spending account has been established pursuant to Section 125 of the Internal Revenue Code. Those Employees covered by this Agreement shall be eligible to participate on the same basis as they are eligible to participate in the citywide health benefits program. Participating Employees shall contribute at least \$260 per year up to a maximum of \$5000 per year. The labor-management health committee which includes Union and City representatives may modify these contribution levels, based on experience of the plan.

2. Expenses covered by the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the Employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502.

3. An administrative annual fee of \$48.00 shall be charged for participation in the program. Pursuant to Section 125 of the Internal Revenue Code, an Employee's participation in the account is irrevocable during any plan year and any excess funds in an Employee's account at the close of any plan year is retained by the plan and not refundable to the Employee.

### **D. Dependent Care Assistance Program**

a. A dependent care assistance program has been established pursuant to Section 125 of the Internal Revenue Code. Those employees covered by this Agreement are eligible to participate on the same basis as they are eligible to participate in the citywide health benefits program.

Participating employees shall contribute at least \$500 per year up to a maximum of \$5,000 per year. The labor-management health committee which includes Union and City representatives may modify these contribution levels, based on experience of the plan.

b. An annual administrative fee of \$48.00 shall be charged for participation in the program. Pursuant to Section 125 of the Internal Revenue Code, an employee's participation in the account is irrevocable during any plan year and any excess funds in an employee's account at the close of any plan year is retained by the plan and not refundable to the employee.

#### **E. Transportation Benefit Program**

Employees are eligible to participate in the NYC Transit Chek program.

The parties agree that the City will expand the current Transit Chek program to offer to eligible employees the ability to purchase a Transit Debit Card through payroll deductions in accordance with IRC Section 132. In addition to the current MTA Surface and Subway lines, the Transit Debit Card may be used to purchase tickets for mass transit commutation only (*i.e.*, LIRR, LI MTA Buses, MetroNorth). The administrative fee for this benefit will be borne by the participants and will be deducted on a prorated basis from the participating employee's paycheck. After one year of experience with this benefit, the City will examine the level of participation and the associated costs of providing this benefit to determine whether or not the administrative fee requires adjustment.

The parties further agree to examine the possible expansion of this benefit to include other regional mass transit carriers.

### **ARTICLE SIX DAMAGE OR DESTRUCTION OF PROPERTY**

A. Employees shall not be held responsible for loss within a school or other Board facility of Board property when such loss is not the fault of the Employee. This does not exonerate the Employee from responsibility for Board property in his/her charge.

B. The Board will reimburse Employees, in an amount not to exceed a total of \$100 in any year, for loss or damage or destruction, while on duty in a school or other Board facility of personal property of a kind normally worn to or brought into a school or other Board facility, when the Employee has not been negligent, to the extent that such loss is not covered by insurance.

C. The term "personal property" shall not include cash. The terms "loss", "damage" and "destruction" shall not cover the effects of normal wear, tear and use.

### **ARTICLE SEVEN HOURS**

#### **A. Work Year**

1. Full-time 12-month Interpreters shall have a 12-month work year (September 1 – August 31) in accordance with the Central Headquarters Calendar, including all Board of Education holidays and all other days on which their work site is closed for special observance or emergency pursuant to action of the Chancellor or other Board official.

2. Full-time 10-month Interpreters shall have a 10-month work year in accordance with the School Year Calendar, including all school holidays, the winter, mid-winter and spring recesses, and summer vacation period.

3. The work year of itinerant Interpreters shall begin September 1 and end the following August 31.

#### **B. Hours of Work**

1. The normal workweek of full-time Interpreters is 35 hours exclusive of lunch. Pay is pro-rated up or down for workweeks between 30 and 40 hours per week.

2. Interpreters are paid at time and one-half their hourly rate for work beyond 40 hours in a week.

3. Itinerant Interpreters will continue to have their assignments scheduled a month in advance. Itinerant Interpreters will be compensated for all time scheduled unless they receive at least 48 hours notice of cancellation of the assignment, except that cancellation of weekend assignments shall be made no later than close of business the preceding Wednesday. An Interpreter's reasonable request regarding particular assignments will be respected if administratively possible.

#### **C. Professional Conferences**

Professional conferences of Employees covered by this Agreement, called at the discretion of their supervisor, shall continue to be held during scheduled working hours.

### **ARTICLE EIGHT SENIORITY**

1. In the computation and determination of eligibility for economic benefits where length of service is a factor "seniority" shall be defined as the length of time an Employee has been continuously employed by the Board of Education and the City of New York, including employment in jobs outside the bargaining unit.

2. For purposes of, excessing, layoff, recall, and other job rights "seniority" shall be defined as the length of time an Interpreter has been employed in any bargaining unit position (i.e. as a Sign Language Interpreter) and if an Interpreter has been employed in more than one bargaining unit position those times shall be combined.

### **ARTICLE NINE PAID LEAVES**

#### **A. Annual Leave**

1. Part-time Interpreters accrue one hour of annual leave for every eleven hours of service with pay after 5 years of Board and City service. Other part-time Interpreters accrue one hour of annual leave for every fifteen hours of service with pay.

2. Full-time Interpreters who have a 12-month workyear accrue annual leave as follows:

<b>Years of Continuous<sup>1</sup> Board and/or City Service Allowance</b>	<b>Monthly Accrual Rate</b>	<b>Annual</b>
Less than 8 years	1 2/3 days	20 work days

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<sup>1</sup> For purposes of annual leave allowance, credit shall be given for all active service in the Board of Education and in City agencies. Continuity of service shall not be deemed to be interrupted except by separation from service for more than a continuous period of one year and one day.



8 to 15 years	2 days plus 1 add'l day in December	25 work days
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15 years or more	2 ¼ days	27 work days
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For school based full-time Interpreters, annual leave shall be scheduled and used during recess periods. Remaining annual leave shall be arranged mutually with the supervisor.

For non-school based full-time Interpreters, annual leave shall be arranged mutually with the supervisor.

Itinerant Interpreters shall continue to arrange their annual leave mutually with their director.

#### **B. Sick Leave**

1. Part-time Interpreters accrue one hour of sick leave for every twenty hours of service with pay.

2. Full-Time Interpreters accrue sick leave at the rate of one day per month of service. Sick leave shall be used for personal illness of the Employee. Up to three days per year may be used for personal business. Sick leave accrues up to 200 days.

#### **C. Jury Duty**

The Employee excused for jury duty in accordance with established administrative practices shall endorse the check for services rendered as a juror to the Administrator of Business Affairs. Otherwise there shall be deducted from his/her salary an amount equal to the sum he/she is entitled to receive from the appropriate governmental agency for his/her performance of such jury duty. Part-time Employees serving on jury duty shall be covered by this Article for the days they are scheduled to work. Employees shall seek deferral of jury duty if requested to do so by the Board.

### **ARTICLE TEN UNPAID LEAVES**

A leave of absence without pay for study not to exceed one year to upgrade the Employee's professional knowledge and skills may be granted after a minimum of three years of full-time, paid service or the equivalent at the Board of Education provided an appropriate replacement is available.

### **ARTICLE ELEVEN SAFETY**

#### **A. Assistance in Assault Cases**

1. The principal or head of the facility shall report as soon as possible but within 24 hours to the Office of Legal Services, to the Chief Executive of School Safety and Planning and to the Victim Support Program that an assault upon an Employee 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 Chief Executive of School Safety and Planning. 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 a report.

2. The Office of Legal Services shall inform the Employee immediately of his/her rights under the law and shall provide such information in a written document.

3. The Office of Legal Services shall notify the Employee of its readiness to assist the Employee. This assistance is intended solely to apply to the criminal aspect of any case arising from such assault.

4. Should the Office of Legal Services fail to provide an attorney to appear with the Employee in Family Court, the Board will reimburse the Employee if he/she retains his/her own attorney for only one such appearance in an amount up to \$40.00.

5. An assaulted Employee who presses charges against his/her assailant shall have his/her days of court appearance excused without charge to sick leave or annual leave balances.

6. The provisions of the 1982-1983 Chancellor's Memorandum entitled, "Assistance to Staff in Matters Concerning Assaults" shall apply.

### **B. School Safety Plan**

The Board shall make reasonable efforts to provide for the personal security of Employees working in buildings operated by the Board during the working hours of such Employees, and such provisions for their personal security shall be included in the School Safety Plan for the building.

The principal is charged with the responsibility of maintaining security, safety and discipline in the school. To meet that responsibility he/she shall develop in collaboration with the Union chapter committee and the parents association of the school a comprehensive safety plan, subject to the approval of the Chief Executive of School Safety and Planning. The safety plan will be updated every year using the same collaborative process, and reports of any incidents shall be shared with the chapter leader. A complaint by an Employee or the chapter leader that there has been a violation of the safety plan may be made to the principal as promptly as possible. He/she will attempt to resolve the complaint within 24 hours, after receiving the complaint.

If the Employee or chapter is not satisfied, an appeal may be made to the Chief Executive of School Safety and Planning who will arrange for a mediation session within 48 hours. If the Employee/chapter is not satisfied with the results of the mediation, an appeal may be made by an expedited arbitration process, to be developed by the parties.

### **C. Citywide Security and Discipline Committee**

1. The Union and the Board shall establish a joint committee which shall meet on a regular basis to discuss and consider appropriate means of resolving safety and discipline issues. Other city agencies will be invited to participate when the Union and Board deem it appropriate.

2. The joint committee or joint designees and any experts the Union and/or Board may designate will have access to all schools and other Board workplaces in which staff represented by the Union are assigned for the purpose of investigating and assessing allegedly unsafe working conditions. If possible, such visits shall be made on reasonable notice to the school, and in a manner that minimizes disruption to the school or other workplace.

3. The joint committee, from time to time, may establish sub-committees to deal with special safety/discipline issues. It shall establish a sub-committee to deal with the issues of safety and discipline in special education schools and programs.

### **D. Environmental Health and Safety Joint Committee**

1. The Union and the Board shall establish a joint committee which shall meet on a regular basis to discuss and consider appropriate means of resolving health and safety issues. The

School Construction Authority will be invited to participate on issues raised by school capital modernization projects.

2. The joint committee or joint designees, and any experts the Union and/or the Board may designate, will have access to all schools and other Board workplaces in which staff represented by the UFT are assigned for the purpose of investigating and assessing allegedly hazardous working conditions. Such visits will be made upon reasonable notice to the Board's Office of Occupational Safety and Health and in a manner that minimizes disruption to the school or other workplace.

#### **E. Safe Environment**

1. In recognition of the importance of Employee safety and health, the Board agrees to provide the appropriate recognized standards of workplace sanitation, cleanliness, light, and noise control, adequate heating and ventilation. The Board of Education agrees to eliminate recognized hazards that are likely to cause serious physical harm.

2. If the Union believes a situation has arisen that is likely to cause serious physical harm, it may bring it to the attention of the Chancellor or designee who shall immediately assess the situation, including on-site inspection where appropriate, and take such action as the Chancellor deems appropriate. In the event the Union seeks to contest the Chancellor's determination, it may exercise its statutory rights under New York State Labor Law Section 27a (PESH) or other legal authority.

3. The Board will issue a circular advising staff of their rights under PESH and other applicable law and post the notices required by law.

#### **F. Renovation and Modernization**

The Union and the Board believe that modernization and renovation projects are vital to enable children to receive the educational services to which they are entitled. However, in order to limit any educational disruption that a modernization project can create, and to protect the health and safety of the staff and students that use a school setting undergoing modernization, the Board and the Union have agreed to standard procedures that help to ensure that health, safety and educational standards are maintained during school capital modernization projects. These standard procedures will be applied in school capital modernization projects undertaken by the School Construction Authority and will be posted and reviewed with all staff in any school undergoing modernization. Where conditions require it, the standard procedures may be modified after consultation with the Union.

## **ARTICLE TWELVE EXCESSING, LAYOFF, RECALL AND TRANSFERS**

#### **A. Excessing: Full-Time Interpreters**

If it becomes necessary to excess a full-time Interpreter from a school or organizational unit the junior full-time Interpreter, in the school or organizational unit will be excessed. Unless a principal or head of the organizational unit denies the placement an excessed Interpreter will be placed by the Board into a vacancy within his/her district or superintendency; or if such a vacancy is not available then into a vacancy in the same borough, and if such a vacancy is not available then in a vacancy citywide. The Board will place the excessed Interpreter who is not so placed in an Alternate Interpreter Reserve (AIR) position in the school from which he/she is excessed, or in another school or organizational unit in the same district or superintendency.

Interpreters identified as being at risk of being excessed at the commencement of the following school year will be informed of this no later than June 15, or as soon as is practicable if identified as being at risk of excess after June 15.

An Interpreter who has been excessed to another school or organizational unit may request an opportunity to return to the school or organizational unit from which he/she was excessed if within a year a vacancy should occur in that school or organizational unit. Such a request will have priority over any other transfer or appointment to that vacancy, and it shall be effectuated at the next reorganization of the school or organizational unit to which the Interpreter is returning, except that should the vacancy occur within ten school days after the Interpreter is excessed, he/she shall be informed of the vacancy and he/she may return to the school or organizational unit immediately.

If there is a city-wide lack of work for full-time Interpreters, Section B of this Article shall apply.

#### **B. Layoff**

Except as otherwise provided by law, in the event of layoff of Interpreters because of lack of work the least senior Interpreter will be laid off and he or she shall be placed on a preferred list for recall to his or her former position, unless the remaining Interpreters are unable to perform the work required because they lack a particular skill in which case the least senior of the remaining Interpreters shall be laid off.

Full-time and part-time Interpreters are laid off from and recalled to full-time and part-time positions respectively.

#### **C. Recall**

Recall of Interpreters shall be to available positions on the basis of seniority, provided the Interpreter has the qualifications to perform the work and is willing to work the hours required.

Full-time and part-time Interpreters are laid off from and recalled to full-time and part-time positions respectively.

#### **D. Transfers to Vacant Positions**

All Interpreter vacancies shall be posted. Candidates who meet the qualifications may apply for transfer to posted vacancies, with the final decision made by the principal or organization or unit head. The Board may, in its discretion, inform incumbent Interpreters of the vacancy by giving each of them a written copy of the job description and qualifications required, instead of posting.

#### **E. Voluntary Severance For Personnel Excessed More Than One Year**

The BOE may offer excessed personnel who have not secured a regular assignment after at least one year of being excessed, a voluntary severance program in an amount to be negotiated by the parties. If the parties are unable to reach agreement on the amount of the severance payment, the dispute will be submitted to arbitration pursuant to the contractual grievance and arbitration procedure. Such a severance program, if offered, will be offered to all personnel who have been in excess for more than one year.

In exchange for receipt of such severance, an excessed person shall submit an irrevocable resignation or notice of retirement.

## **ARTICLE THIRTEEN EDUCATION REFORM**

## **A. School-Based Management/Shared Decision-Making (SBM/SDM)**

The Union and the Board agree that SBM/SDM is a process in which all members of the school community collaborate in identifying issues, defining goals, formulating policy and implementing programs. The uniqueness of each school community requires that the SBM/SDM process and the organizational and instructional issues discussed are determined by the staff, parents, administration and students (where appropriate) at individual schools through the SBM/SDM team. The Union and the Board agree that in order to achieve SBM/SDM at the school level significant restructuring of instruction must occur, and the parties agree to work cooperatively in an effort to bring about these changes.

### **1. Eligibility and Involvement**

a. All schools are eligible to apply for participation in SBM/SDM. School participation shall be voluntary and subject to approval by 55% of the voting, non-supervisory school-based staff (e.g. teachers, paraprofessionals, support staff and others) and agreement of the principal, the appropriate superintendent and parents. Similarly, schools involved in SBM/SDM may choose to opt out of the program at any time. The decision to opt out shall be voluntary and subject to approval by at least 55% of the voting, non-supervisory school based staff.

b. All votes of non-supervisory school based staff concerning participation in SBM/SDM shall be conducted by the UFT chapter.

c. Schools involved in SBM/SDM shall conduct ongoing self-evaluation and modify the program as needed.

### **2. SBM/SDM Teams**

a. Based upon a peer selection process, participating schools shall establish an SBM/SDM team. For schools that come into the program after September 1993, the composition will be determined at the local level. Any schools with a team in place as of September 1993 will have an opportunity each October to revisit the composition of its team.

b. The UFT chapter leader shall be a member of the SBM/SDM team.

c. Each SBM/SDM team shall determine the range of issues it will address and the decision-making process it will use.

### **3. Staff Development**

The Board shall be responsible for making available appropriate staff development, technical assistance and support requested by schools involved in SBM/SDM, as well as schools expressing an interest in future involvement in the program. The content and design of centrally offered staff development and technical assistance programs shall be developed in consultation with the Union.

### **4. Waivers**

a. Requests for waivers of existing provisions of this Agreement or Board regulations must be approved in accordance with the procedure set forth in Article Eight B (School Based Options) of the Teacher Agreement i.e., approval of 55% of those UFT chapter members voting and agreement of the school principal, UFT district representative, appropriate superintendent, the President of the Union and the Chancellor.

b. Waivers or modifications of existing provisions of this Agreement or Board regulations applied for by schools participating in SBM/SDM are not limited to those areas set forth in Article Eight B ( School Based Options) of the Teacher Agreement.

c. Existing provisions of this Agreement and Board regulations not specifically modified or waived, as provided above, shall continue in full force and effect in all SBM/SDM schools.

d. In schools that vote to opt out of SBM/SDM, continuation of waivers shall be determined jointly by the President of the Union and the Chancellor.

e. All School-Based Option votes covered by this Agreement including those in Circular 6R, shall require an affirmative vote of fifty-five percent (55%) of those voting.

### **B. School Allocations**

Before the end of June and by the opening of school in September, to involve faculties and foster openness about the use of resources, the principal shall meet with the chapter leader and UFT chapter committee to discuss, explain and seek input on the use of the school allocations. As soon as they are available, copies of the school allocations will be provided to the chapter leader and UFT chapter committee.

Any budgetary modifications regarding the use of the school allocations shall be discussed with the principal and chapter committee.

The BOE shall utilize its best efforts to develop the capacity to include, in school allocations provided pursuant to this Article 13B, the specific extracurricular activities budgeted by each school.

### **C. Reduction of Paperwork**

1. Committees composed equally of representatives of the Board and the Union shall be established at the central, district and division levels to review and reduce unnecessary paperwork required of Employees.

Any proposed additional paperwork shall be reviewed by the appropriate level committee and such committee may make recommendations to the Chancellor, community superintendent or division head as appropriate. The Board shall not act unreasonably on the committees' recommendations

2. Representatives of the parties at the central level will meet as soon as is practicable after the execution of this Agreement in order to develop recommendations to the Chancellor to reduce or eliminate unnecessary, excessive or redundant paperwork or data collection responsibilities of classroom personnel that diminish instructional time. Issues not resolved at the school or pursuant to this Article 8C1 may be referred to this central level committee for recommendations for resolution to the Chancellor.

### **D. Referral of Students for Evaluation**

Educators shall exercise proper discretion prior to referring students for evaluations, either for the provision of or decertification of special education services. To that end, the Board shall maintain a work environment free from reprisals based upon the proper and professional execution of responsibilities related to the evaluation and placement of students referred for special education services.

### **E. School-Wide Bonus Program**

1. The New York City Department of Education and the United Federation of Teachers jointly support, and pledge to work together to implement on a pilot basis, a school-wide based bonus program pursuant to which educators will be awarded substantial cash bonuses for student achievement gains.

2. The program will be initiated immediately, with bonuses awarded for achievement gains in the 2007-2008 school year. Subject to the successful solicitation of private funds, which the BOE and UFT commit to work together to raise as soon as practicable, approximately 15% of the City's highest need schools will be eligible to participate in the program this first year. In consultation with the UFT, the BOE will identify approximately 200 of the highest-need schools in the City. Each will be invited to participate in the program, and the BOE and UFT jointly

pledge to work in good faith to encourage them to do so both this year and throughout the life of the program.

3. In future years, if the school-wide bonus program continues, awards will be funded from public appropriations which supplement and do not supplant funds available for collective bargaining.

4. In 2008-09 at least 30% of BOE schools will be eligible to participate in the program. In consultation with the UFT, the BOE will identify approximately 400 of the highest-need schools in the City.

5. Participation in the program will be at the option of each school as determined by a vote of fifty-five percent (55%) of the UFT-represented school staff and with the assent of the principal of the school. The vote shall be conducted by the UFT Chapter in the school, held within six weeks of the announcement of the program and shall be an up or down vote without conditions or restrictions on the terms of the program as set out herein. Each year the bonus program is available eligible schools shall exercise the option to participate ("Participant Schools") or not by the same voting procedure.

6. A school's agreement to participate in the bonus program shall be considered, along with other criteria, as a positive factor in determining whether the Participant School is to be phased out or given a year's moratorium on a possible phase-out. Nothing herein alters applicable law with regard to school closings.

7. Each Participant School will be eligible for a dollar award ("the pool"), which will be distributed to the school as a whole on the basis of the Progress Report or some other neutral criterion derived from the Progress Report.

8. In consultation with the UFT, the BOE will set the criteria for awarding funds to schools. The criteria will provide objective standards /benchmarks aligned with Progress Report factors and the specific details of those standards/benchmarks will be communicated to schools when the program is announced. All Participant Schools that achieve the announced standards/benchmarks shall receive the applicable money award. There shall be no cap or ceiling imposed on the number of Participant Schools receiving the award, provided the school meets the standards/benchmarks. Neither shall the relative standings of the Participant Schools affect their entitlement to the award once they have met the standards/benchmarks.

9. To account for variation in the size of schools, the size of the award each Participant School is eligible to receive will be determined by appropriate objective criteria.

10. The amount of the average per-person award should be sufficiently substantial to make a material difference to each awardee. As outlined below, each Participant School will determine the methodology for distributing any award it earns for school-wide performance. The size of each Participant School's total award for distribution in 2007-08 shall be the number of full-time UFT-represented employees on the school's table of organization times three thousand dollars (\$3,000). In light of year-to-year appropriations uncertainties, nothing in this paragraph restricts the ability of the BOE to increase or decrease the total amount set annually for distribution pursuant to the program.

11. Each Participant School will form a compensation committee composed of the principal and a principal's designee (e.g., an assistant principal) and two UFT-represented staff members elected in a Chapter supervised election by the UFT-represented staff on an annual basis from among volunteers. The compensation committee will determine, by consensus, matters related to both eligibility for and the size of individual awards to UFT-represented staff members. However the compensation committee shall presume that all UFT-represented staff employed at

a school that meets the targets for the bonus have contributed to the school's achievement to some extent and therefore should share in the bonus. If there is no consensus the pool of money will not be distributed to the school.

12. Among the topics each Participant School compensation committee may decide to consider, after receiving guidance from the BOE and UFT, are whether to make equal individual awards to all eligible UFT staff, equal awards to all those in the same title, or whether to make differential awards.

13. In making awards, a compensation committee shall not consider an awardee's length of service, provided however that it may make particular determinations for individuals who served at the school for less than a full academic year.

14. The school compensation committee shall make its decisions free of pressure from the BOE or UFT.

15. Funds will be awarded to schools as soon as practicable after the BOE's Office of Accountability has received and analyzed the information necessary to make the awards. To the extent such award is made after the beginning of the school year following the year that was the basis for the award, eligible staff who have left the school shall nevertheless share in the award for their contribution the prior year.

16. The pilot school-wide bonus program shall be comprehensively evaluated by a mutually agreed upon outside independent entity which shall provide the parties with a written report and analysis of all aspects of its operation together with associated recommendations for future years the program is in operation.

17. The Chancellor and the President of the UFT, or their designees, will constitute an Oversight Committee (OC) to review appeals of individual awards. However if the awards made by the compensation committee are ratified by a simple majority of the UFT Chapter voting by secret ballot, no appeal may be taken to the OC. The OC may modify a determination of a school compensation committee only if the OC, by consensus, finds that it was arbitrary, capricious or in clear violation of law or of the procedures and standards set out herein.

18. This Article 13E is contingent on the implementation and passage of the legislation referred to in Paragraph 6 of the October 2005 Memorandum of Agreement between the parties entitled "Pension and Retirement Program"

## **ARTICLE FOURTEEN DUE PROCESS AND REVIEW PROCEDURES**

### **A. Employee Files**

1. No material derogatory to an Employee's conduct, service, character or personality shall be placed in the employee's file unless the employee has had an opportunity to read the material. The Employee shall acknowledge that he/she has 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, may not later be added to the file.

2. The Employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

3. Upon appropriate request by the Employee, he/she shall be permitted to examine his/her file.



4. The Employee shall be permitted to reproduce any material in his/her file.

5. Employees may not grieve material in file, except that if accusations of corporal punishment or verbal abuse against a UFT-represented employee are found to be unsubstantiated, all references to the allegations will be removed from the employee's personnel file.<sup>2</sup> However, the Interpreter shall have the right to append a response to any letter. If disciplinary charges do not follow, the letter and response shall be removed from the file three years from the date the original material is placed in the file.

## **B. Counseling Memos**

Supervisors may issue counseling memos. Counseling memos are not disciplinary. Counseling memos provide the opportunity for supervisors, in a non-disciplinary setting, to point out to Employees areas of work that the supervisor believes need improvement. Counseling memos should include the supervisor's proposals for how such improvement may be achieved. Any Employee who receives a counseling memo may request from the supervisor either suggestions for how to improve or request the supervisor to model such improvement for the Employee. Counseling memos are a vehicle for supportive improvement.

1. A counseling memo may only be written to an Employee to make him/her aware of a rule, regulation, policy, procedure, practice or expectation. A counseling memo cannot include any disciplinary action or threat of disciplinary action.

a. "Counseling Memo" must appear at the top of the memo in bold print and capital letters.

b. At the conclusion of the memo the following must appear in bold print: "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." If the language required in a) and b) is not included in the memo, it must be added.

c. A counseling memo must be presented to an Employee within one (1) month of the latest incident recounted in the memo. The memo may only reference similar prior incidents that occurred no more than four (4) months from the date of the latest incident.

2. Counseling memos may not be used in any action or evaluation involving an Employee in the bargaining unit ("U" rating, per session job, etc.) except to establish that the Employee who denies knowledge of a rule, regulation, policy, procedure, practice or expectation was given prior notice of it, or to impeach factual testimony.

a. Counseling memos may not be used in the rating of an Employee in the bargaining unit.

b. Counseling memos may not be referred to in, or attached to, any other letter sent to an Employee for their official school file.

3. Counseling memos may not be grieved. Any Employee who receives a counseling memo shall have the right to answer within one (1) month of receipt of the counseling memo and the answer shall be attached to the file copy of the counseling memo.

4. All counseling memos will be permanently removed from Employee's official school files three (3) years after the latest incident referred to in the memo.

## **C. Summons**

1. An Employee summoned by the principal or program director to a conference which may lead to disciplinary action for reasons of misconduct may be accompanied, at his/her option, by the chapter chairperson or a designated alternate.

2. An Employee summoned to the Office of a Community or Assistant Superintendent, Executive Director, or to the Division of Human Resources shall be given two days notice and a

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<sup>2</sup> See Appendix C entitled "False Accusations" and footnote 3 below.

statement of the reason for the summons, except where an emergency is present or where considerations of confidentiality are involved.

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 community or assistant superintendent, executive director or 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 Board proceeding involving the Employee. It is understood that informal conferences, such as those between a community or assistant superintendent or executive director and an Employee, or the Division of Human Resources and an Employee, for professional improvement, may be conducted off the record and shall not be included in the Employee's personnel file or record.

3. 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 either occurred or should have been discovered by the appropriate school officials. Employees must receive a complete copy of any such writing and an opportunity to answer in writing and to have such response attached. The writing may not be incorporated into the Employee's personnel file or record, unless this procedure is followed, and any such writing will be removed when an Employee's claim that it is inaccurate or unfair is sustained.

#### **D. False Accusations**

Knowingly false accusations of misconduct against Employees will not be tolerated.<sup>3</sup>

If an accusation of sexual misconduct or physical abuse against an Employee is found by the Board or Special Commissioner of Investigation to have been knowingly false when made, the Board will take the following actions to restore the falsely accused Employee's reputation: removing all references to the charges from the Employee's personnel file(s) and adding evidence of the unfounded nature of the charge to any Board files that may have to be maintained to satisfy other legal requirements, if any; and restoring any back pay owed with interest and, at the Employee's request, confirming to any regulatory agency the finding that the Employee was falsely accused. In addition, where the knowingly false accusation was made by a student of the Employee, absent compelling and extraordinary circumstances the student will be permanently reassigned from the Employee's class.

## **ARTICLE FIFTEEN COMPLAINT AND GRIEVANCE PROCEDURES**

### **A. Policy**

It is the policy of the Board to encourage discussion on an informal basis between a supervisor and an Employee of any Employee complaint. Such discussion should be held with a

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<sup>3</sup> See Appendix C entitled "False Accusations". This Article 14 D corresponds to Article 21 H of the Teachers contract.

view to reaching an understanding which will dispose of the matter in a manner satisfactory to the Employee, without need for recourse to the formal grievance procedure. An Employee's complaint should be presented and handled promptly and should be disposed of at the lowest level of supervision consistent with the authority of the supervisor.

In order to accomplish its stated purpose, a grievance conference must be attended by those individuals who may be able to promote resolution or, if resolution is not possible in a particular case, to provide the necessary information for a fair determination of the grievance. At the Chancellor's level, principals will be expected to attend or to have a suitable representative present at the conference. Failure to attend may result in sustaining the grievance on procedural grounds.

Upon request to the head of the school or facility, a Union staff representative shall be permitted to meet with Employees in the unit during their non-working time, within the school or facility, for the purpose of investigating complaints and grievances, under circumstances which will not interfere with the program or activities in the school or facility. When necessary, any Employee in the unit who is a chapter leader in the school or facility in which the aggrieved Employee is assigned will be given time off to represent the Employee in the presentation of his/her grievance.

#### **B. Informal Complaint Procedure**

It is desirable that any Employee having a complaint should discuss it informally with his/her immediate supervisor or with any other appropriate level of supervision at the school or facility.

The Employee should request an opportunity to discuss the matter and the supervisor should arrange for the discussion at the earliest possible time. At such informal discussion, the Employee may be accompanied by a Union representative. The Union representative shall be the chapter leader at the school or facility or a Union staff representative.

The objective should be to dispose of the majority of Employee complaints in this manner.

#### **C. Formal Grievance Procedure**

If the matter has not been disposed of informally, an Employee having a complaint concerning any condition of employment within the authority of the Board of Education may, within a reasonable period of time following the action complained of, present such complaint as a grievance in accordance with the provisions of this grievance procedure.

Complaints concerning matters which are not within the authority of the Board should be presented in accordance with the review procedures of the agency having authority over such matters.

The grievance procedure applies to complaints concerning discharge to the extent provided in Article Sixteen.

If a group of Employees has the same complaint, a member of the group may present the grievance in the group's behalf under this procedure.

The Union has the right to initiate or appeal a grievance involving alleged violation of any term of this Agreement. Such grievance shall be initiated with such Board official as may be appropriate.

Complaints against supervisors will be considered in an expeditious manner in accordance with the procedures set forth in Article 23 (Special Complaints) of the Teacher Agreement.

Following is the procedure for presentation and adjustment of grievances:

The Employee shall initiate the grievance at Step 1 with the head of the school or facility or where appropriate with the program director as the Board representative.

If the grievance is not resolved at Step 1, the Union may appeal from the decision at Step 1 to the Chancellor within 10 working days after the Step 1 decision is received.

When a grievance is appealed to the Chancellor at Step 2, the Union may advise the arbitrator of that appeal, in order to expedite possible scheduling before the arbitrator in the event that the grievance is subsequently appealed to the arbitrator.

### **Representation**

At Steps 1 and 2 the Employee may be accompanied by a Union representative. At Step 1, the Union representative shall be the chapter leader at the school or facility or a staff representative of the Union. At Step 2 the Employee shall be accompanied by a Union staff representative.

### **Conferences and Decisions**

At each step of this grievance procedure, a conference shall be arranged by the Board representative, or his/her designee, with the aggrieved Employee and his/her Union representative if any. Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such conferences are held during working hours, Employees who participate shall be excused with pay for that purpose.

Every attempt should be made to reach a mutually satisfactory resolution of the grievance at the conference held under this procedure. If the grievance is not resolved at the conference, then a decision must be rendered by the Board representative. The decision at each step should be communicated to the aggrieved Employee and his/her Union representative within the following time limits:

1. At Step 1, within five working days after the grievance is initiated;
2. At Step 2, within ten working days after the appeal is received.

If satisfactory resolution is not reached or if a decision is not rendered within the time limit at Steps 1 or 2, the grievance may be appealed to the next higher step.

### **D. Appeals To Arbitration (Step 3)**

A grievance which has not been resolved by the Chancellor at Step 2 may be appealed by the Union to arbitration. A grievance may not be appealed to arbitration unless a decision has been rendered by the Chancellor at Step 2, except in cases where the decision on the grievance has not been communicated to the aggrieved Employee and his/her Union representative by the Chancellor within the time limit specified for Step 2 appeals.

The appeal to arbitration shall be filed within ten working days after receipt of the decision of the Chancellor. Where no hearing has been held, or no decision has been issued within ten working days following receipt of the grievance by the Chancellor at Step 2, the appeal to arbitration shall be filed within ten working days following the expiration of the ten-day period.

A panel of seven arbitrators shall be designated by mutual agreement of the parties to serve for any case or cases submitted to them in accordance with their ability to promptly hear and determine the case or cases submitted.

Any costs relating to the participation of the arbitrator shall be shared equally by the parties to the dispute.

With respect to grievances which involve the application or interpretation of the provisions of this Agreement the arbitrator shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules and regulations having the force and effect of law;

2. Involving Board discretion under the provisions of this Agreement, under Board by-laws, or under applicable law, except that the arbitrator may decide in a particular case whether the provision was disregarded or applied in a discriminatory or arbitrary or capricious manner so as to constitute an abuse of discretion, namely whether the challenged judgment was based upon facts which justifiably could lead to the conclusion as opposed to merely capricious or whimsical preferences or the absence of supporting factual reasons.

3. Limiting or interfering in any way with the powers, duties and responsibilities of the Board under its by-laws, applicable law, and rules and regulations having the force and effect of law.

With respect to grievances which involve the application or interpretation of the provisions of this Agreement the decision of the arbitrator, if made in accordance with his or her jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it.

With respect to all other grievances, if the grievance is not resolved at the conference, then a report and recommendation of the arbitrator shall be transmitted to the Chancellor. Within ten school days after the date that the report and recommendation are received by the Chancellor, he/she shall indicate whether he/she will accept the arbitrator's recommendation. Unless the Chancellor disapproves the recommendation within ten working days after the date it is received by him/her, the recommendation shall be deemed to be his/her decision.

A recommendation of the arbitrator which has been approved by the Chancellor, or which has not been disapproved by the Chancellor within the ten day limit specified above, shall be communicated to the aggrieved Employee and the Union. If the Chancellor decides to disapprove a recommendation of the arbitrator, he/she shall notify the aggrieved Employee and the Union of his/her decision.

## **ARTICLE SIXTEEN DISCHARGE REVIEW PROCEDURE**

It is the policy of the Board that the discharge of an Employee should be based on good and sufficient reason and that such action should be taken by the supervisor having such authority only after he/she has given due consideration to the matter.

If an Employee with more than the equivalent of one school term is discharged, he/she shall be given a written notice of discharge and a statement of the general reasons at the time of such action, except where circumstances warrant an immediate discharge, in which case such notice and reasons shall be given within two working days after such discharge.

Such Employee will also, upon request, be afforded an opportunity for a prompt and careful review of the discharge in accordance with the provisions of the complaint and grievance procedure as set forth in Article Fifteen of this Agreement.

This Article shall apply to part-time Employees regularly scheduled to work 70 hours or more per month who have served for one year exclusive of breaks in service of up to three months.

In any arbitration reviewing the discharge of an Employee who has been charged with sexual misconduct there shall be a mandatory penalty of discharge if the Employee is found by the arbitrator to have engaged in sexual misconduct or has pleaded guilty to or been found guilty of criminal charges for such conduct. For purposes of this section, sexual misconduct shall include the following conduct involving a student or a minor who is not a student: sexual touching,

serious or repeated verbal abuse (as defined in Chancellor's Regulations) of a sexual nature, action that could reasonably be interpreted as soliciting a sexual relationship, possession or use of illegal child pornography, and/or actions that would constitute criminal conduct under Article 130 of the Penal Law against a student or minor who is not a student.

## **ARTICLE SEVENTEEN RULES AND REGULATIONS**

Administrative Employees covered by this Agreement shall continue to be covered by the applicable provisions of the Board's Rules and Regulations for Administrative Employees (Non-Pedagogical), and by applicable Board by-laws and regulations of the Chancellor, except to the extent that they are contrary to or inconsistent with any provision of this Agreement.

## **ARTICLE EIGHTEEN MATTERS NOT COVERED**

With respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the Board agrees that it will make no changes without appropriate prior consultation and negotiation with the Union.

## **ARTICLE NINETEEN CHECK-OFF**

### **A. Exclusive Check-Off**

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

The Board 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 30, and automatically renewable for another year unless written notice is given to the Board between June 15 and June 30.

### **B. Political Check-Off**

The Board will arrange for voluntary payroll deduction contributions for federal political contests in accordance with Title 2, Section 441b of the U.S. Code.

## **ARTICLE TWENTY AGENCY FEE DEDUCTION**

The Board shall deduct from the wage or salary of Employees in the bargaining unit who are not members of the UFT the amount equivalent to the dues levied by the UFT and shall transmit

the sum so deducted to the UFT, in accordance with Section 208(3)(b) of Article 14 of CSL. The UFT affirms it has adopted such procedure for refund of agency shop deduction as required in Section 208(3)(b) of Article 14 of CSL.

This provision for agency fee deduction shall continue in effect so long as the UFT establishes and maintains such procedure.

The Union shall refund to the Employees any agency shop fees wrongfully deducted and transmitted to the Union.

The Union agrees to hold the Board harmless against claims arising out of the deduction and transmittal of agency shop fees where there is a final adjudication by a court or arbitrator or by PERB that said agency shop fees should not have been deducted and/or transmitted to the Union.

The agency shop fee deductions shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

## **ARTICLE TWENTY-ONE CONFORMITY TO LAW -- SAVING CLAUSE**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Union.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

## **ARTICLE TWENTY-TWO NO-STRIKE PLEDGE**

The Union and the Board recognize that strikes and other forms of work stoppages by Employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union therefore agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the Employees covered by this Agreement, nor any instigation thereof.

## **ARTICLE TWENTY-THREE NOTICE - LEGISLATIVE ACTION**

The following Article is required by the Public Employees' Fair Employment Act, as amended by Section 204a, approved March 10, 1969.

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

## **ARTICLE TWENTY-FOUR JOINT COMMITTEE**

1. The Board and the Union shall establish a joint labor-management committee which shall meet as needed to discuss matters of mutual concern. Agenda items for such meetings shall be submitted in advance. The committee will develop guidelines for determining assignments requiring a team of Interpreters, and for attendance at conferences and workshops for professional development.

2. The Sign Language Interpreters Chapter of the UFT will consult with appropriate Board officials as needed with regard to professional and any other mutually agreed matters.

3. During the term of this Agreement the parties shall consult as needed on issues arising regarding the full-time Interpreter positions.

## **ARTICLE TWENTY-FIVE CHARTER SCHOOLS**

### **A. Conversion Charter Schools**

Pursuant to Article 56 of the New York State Education Law (the "Charter Schools Law") an existing public school may be converted to a charter school. As modified below, employees of a Conversion Charter School shall be subject to this collective bargaining agreement, in accordance with the Charter Schools Law, including but not limited to salary, medical, pension and welfare benefits and applicable due process procedures. The provisions regarding the right of return which follow apply to employees in such Board schools that are converted to charter schools ("Conversion Charter Schools").

1. At the point of conversion of a Board school to a Conversion Charter School, incumbent employees who choose not to remain as employees in the school as a charter school will have the placement rights contained in Article 12 of this Agreement.

2. The Board agrees to extend leaves beyond the statutory two-year period to the full term of their employment in the charter school for Board employees who become Conversion Charter School employees. Such employees shall have a right to return to their former geographic district or superintendency in accordance with their seniority. For such employees, service in a Conversion Charter School and Board service shall be combined for all contractual purposes where length of service is a factor.

3. Conversion Charter School pedagogical employees placed at the Board shall be eligible for up to a total of two years credit toward tenure based upon satisfactory service at a Conversion Charter School and any applicable prior Board service.

4. The contractual salary limitations for Conversion Charter School employees placed at the Board shall not apply to certified pedagogical employees.

5. If a Conversion Charter School closes or if the employee is laid off due to economic necessity beyond their control, certified pedagogical Conversion Charter School employees who were not Board employees when hired by the Conversion Charter School shall have placement rights in the Board equal to a certified provisional teacher with no seniority.

6. If a Conversion Charter School closes or if the employee is laid off due to economic necessity beyond their control, uncertified pedagogical Conversion Charter School employees shall have no placement rights in the Board, but the Board will use its best efforts to place such employees in available vacancies.



7. Conversion Charter Schools shall be required to maintain the same medical, pension and welfare benefits as apply to Board employees covered by this Agreement.

8. Except as otherwise set forth herein, pursuant to and in accordance with the Charter Schools Law, the terms and conditions of this collective bargaining agreement apply to employees serving in the Converted Charter Schools. However, nothing shall limit the Board of Trustees of the converted Charter School from exercising their rights to modify the collective bargaining agreement for the purposes of employment in the charter school, in accordance with and pursuant to the provisions of Section 2854 3(b) of the Charter Schools Law.

9. While the Charter Schools Law, as written, provides that the decision to apply for conversion of an existing school resides in the parents of the student body, the Board believes the participation of the UFT and its members is critical in this process. The successful conversion of schools to the Charter model necessitates the involvement of the faculty at these schools. Because of this, the Board fully intends to consult with the UFT in the conversion process, and will seek a collaborative atmosphere in moving forward. Towards that end, in Board schools that are under consideration for conversion to Charter School status, if 50% or more of the staff chooses to stay at the Board of Education, the Board and the Union shall undertake a joint review of the impact of conferring charter status on the school.

10. Also, for Board schools that convert to charter status, the Memorandum of Understanding between the Board and the Charter School shall provide that the grievance procedure for UFT employees, unless and until modified in accordance with the Charter Schools Law, shall be the contractual grievance procedure modified to provide that Step 1 shall be at the level of the head of the school, Step 2 shall be to the Board of Directors of the school and Step 3 shall be to binding arbitration.

#### **B. New Charter Schools**

It is agreed that UFT represented Employees who leave the Board to serve in a new charter school shall have the following rights:

1. Employees shall be granted a two year leave of absence;
2. Employees returning from a leave of absence shall be credited for time served at the charter school toward their placement on the salary schedule; and
3. Employees shall have a right to return to their former geographic district or superintendency in accordance with their seniority.

### **ARTICLE TWENTY-SIX DURATION**

This Agreement covers the period October 13, 2007 through October 31, 2009.

For the Board

For the Union

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**APPENDIX A**  
**NEW CONTINUUM DISPUTE RESOLUTION**  
**MEMORANDUM**

**TO:** All Superintendents, Executive Directors, Principals, Assistant Principals, UFT District Representatives, UFT Chapter Leaders, CSA Chairpersons

**FROM:** Francine B. Goldstein, Chief Executive, School Programs and Support Services

**SUBJECT:** Special Education Services Dispute Resolution Process

Special education reform and the adoption of a revised Continuum of Special Education Services by the Board of Education will over time have a positive effect upon the number of students with disabilities participating in general education settings or less restrictive settings when special education services are required. In our efforts to reform the system, however, we must be mindful of our legal and regulatory responsibilities to consider each child individually and preserve the procedural safeguards provided for in Commissioner's Regulations.

In order to resolve issues that arise regarding special education services, we have agreed with the UFT on a dispute resolution process to resolve issues at the local level, if appropriate. The issues that are appropriate for this dispute resolution process are:

- Failure to provide services in accordance with the student's IEP;
- Actions inconsistent with State regulation and Board policy regarding referral of students for special education multidisciplinary assessment;
- Movement of a student(s) to different special education services without the prior mandated IEP meetings as required by law;
- IEP teams being denied access to SBST input, if requested by the IEP team;
- IEP team members and SBST members being inappropriately influenced to recommend specific services, group size and/or location of services for individual students;
- The placement of an inappropriate number of students with IEPs whose management needs are severe and chronic requiring intensive, constant supervision, a significant degree of individualized attention, intervention and intensive behavior management in a general education class with one teacher;
- Educationally inappropriate distribution of IEP students in general education classes with one teacher, on a grade level and subject area;
- Teachers being denied their request for an expedited review for a student who they suspect is educationally inappropriate for their general education class;

It is important that if issues arise, they be resolved as locally and expeditiously as possible and, therefore, it is expected that issues particular to a specific school will be brought to the building

principal. The principal will schedule a meeting within five school days of being presented with the issue in dispute with a view toward resolving the matter at the school level.

At this meeting, the staff member(s) may be accompanied by a UFT member of his/her choice. The principal will resolve the matter at the school level within five school days. If, however, the matter cannot be resolved at the school level within five school days, the issue can be brought to the superintendent utilizing the enclosed form.

The superintendent or designee will schedule a meeting within five school days with the requestor(s), the UFT district representative, the UFT functional chapter chairperson, if appropriate, the principal/designee and district staff as selected by the superintendent. The issue will be resolved at the meeting or, if necessary, within two school days. If resolution does not take place, the Union may request a meeting with the Chief Executive for School Programs and Support Services in order to finally address the matter. That meeting will take place within five school days of the request and copies of the resolutions will be made available to the parties

Please find enclosed a form which must be utilized for requesting the principal's or superintendent's intervention. Please make school staff aware of these procedures. Thank you. This dispute resolution process will remain in effect until the parties agree to change it. Labor management meetings will be convened to resolve implementation issues that may arise upon request of either party.

FBG:jc

Enclosure

c: Harold O. Levy; Judith A. Rizzo; Randi Weingarten, UFT; Jill Levy, CSA

N.B. Questions regarding special education policy and procedures attendant to the Continuum of Special Education Services may be addressed by referring to the following documents:

- Special Education Services as Part of a Unified Service Delivery System (The Continuum of Services for Students with Disabilities)
- 'Getting Started' (Implementation Guidelines for the Continuum of Services)
- Creating a Quality IEP
- Ensuring Appropriate Referrals to the Committee on Special Education
- A Parent's Guide to Special Education for Children Ages 5-21

## **APPENDIX B PENSION LEGISLATION**

October 17, 2007

Randi Weingarten  
President  
United Federation of Teachers  
52 Broadway – 14<sup>th</sup> Floor  
New York, NY 10004

Dear Ms. Weingarten:

This letter will confirm certain mutual understandings and agreements of the parties.

The parties agree to jointly support legislation to amend current pension provisions that will contain the following elements in order to implement an optional "25/55" retirement program for current employees in the Teachers Retirement System (TRS) and the below-listed UFT-represented members in the Board of Education Retirement Systems (BERS) and to provide a revised retirement paradigm for newly-hired employees in TRS and newly-hired UFT-represented members in BERS listed below. The UFT-represented BERS titles to be included are: all nurse and therapist titles, substitute vocational assistants, all non-annualized adult education titles, directors and assistant directors of alcohol and substance abuse programs, sign language interpreters, all military science instructor titles, and all education officer and analyst titles.

The legislation will incorporate the following:

- (1) An "opt-in period" of six months in which any incumbent employee who wishes to participate in this optional program must affirmatively submit a written election to participate.
- (2) Additional Member Contributions (AMC) – in addition to all currently required statutory contributions, an Additional Member Contribution (AMC) of 1.85% shall be paid by those employees electing to participate in this optional program as well as by all newly-hired employees participating in the TRS and newly-hired UFT-represented above-listed members participating in BERS retirement systems. These additional member contributions shall become effective on the first business day after the enactment of this enabling legislation.
- (3) Current incumbent employees including those on leave who elect to participate in this optional program and who pay the requisite AMC shall be eligible to retire at age 55 with 25 years of credited service with immediate payability of pension benefits without any reduction. Assuming the legislation is effectuated in the 2007-08 school year, those who elect this pension will be eligible to retire 6/30/2008 or later.
- (4) Employees hired after enactment of this enabling legislation shall be eligible to retire at age 55 with 27 years of service and receive immediate payability of pension benefits without any reduction. This will not be construed to change the eligibility for retiree health insurance

benefits (i.e., ten years of credited service and pension payability) as determined by the City and Municipal Labor Committee and in accordance with the Administrative Code.

- (5) To the extent the parties have not captured all of the necessary elements required to be enacted with enabling legislation (e.g., loan provisions, refund rules, etc.), the intent is that those elements shall be analogous to those comparable provisions contained in Chapter 96 of the Laws of 1995. Should the parties be unable to agree on those specific terms in a timely fashion, they agree that the City Actuary, in consultation with the Law Department's Pension Division and the UFT, shall determine the final language for the proposed legislation consistent with the parties' mutual understandings.

If the above accords to your understanding, please execute the signature line below.

Very truly yours,

James F. Hanley

Agreed and Accepted By:

\_\_\_\_\_  
Randi Weingarten  
President  
United Federation of Teachers

October 17, 2007\_\_\_\_\_  
Date

**APPENDIX C  
FALSE ACCUSATIONS**

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

December 17, 2007

Randi Weingarten  
President  
United Federation of Teachers  
52 Broadway  
New York, NY 10004

Dear Miss Weingarten,

Notwithstanding any provision of the Teacher CBA (and corresponding provisions in other UFT contracts) to the contrary, the parties agree that grievances may be initiated under Article 21 H (False Accusations) of the Teacher Agreement (and corresponding provisions in other UFT contracts) for the purpose of securing implementation of its specific provisions, including removal of material from the employee's personnel file.

Sincerely,

Joel I. Klein

## Salary schedule for Sign Language Interpreter – Contract 2018-2021

Sign Language Interpreter					
		6/16/2018	2/14/19	5/14/20	5/14/21
Level 1	Minimum	30.40	31.01	31.79	32.74
Level 1	Maximum	39.35	40.14	41.14	42.37
Level 11	Minimum	35.43	36.14	37.04	38.15
Level 11	Maximum	44.97	45.87	47.02	48.43
Level 111	Minimum	40.55	41.36	42.39	43.66
Level 111	Maximum	50.66	51.67	52.96	54.55
Level 1V	Minimum	45.65	46.56	47.72	49.15
Level 1V	Maximum	56.26	57.39	58.82	60.58
Level V	Minimum	50.73	51.74	53.03	54.62
Level V	Maximum	61.92	63.16	64.74	66.68
Staff Dev. Hourly-Presenters		53.89	54.97	56.34	58.03
Staff Dev. Hourly-Attendees		24.14	24.62	25.24	26.00

## Sign Language Interpreter Full Time Annual

		6/16/2018		2/14/19		5/14/20		5/14/21	
		10 months	12 months	10 months	12 months	10 months	12 months	10 months	12 months
Level 1	Minimum	42,920	51,097	43,778	52,119	44,872	53,422	46,218	55,025
Level 1	Maximum	56,783	67,598	57,919	68,950	59,367	70,674	61,148	72,794
Level 11	Minimum	50,007	59,533	51,007	60,724	52,282	62,242	53,850	64,109
Level 11	Maximum	64,911	77,274	66,209	78,819	67,864	80,789	69,900	83,213
Level 111	Minimum	57,222	68,120	58,366	69,482	59,825	71,219	61,620	73,356
Level 111	Maximum	73,091	87,013	74,553	88,753	76,417	90,972	78,710	93,701
Level 1V	Minimum	64,418	76,690	65,706	78,224	67,349	80,180	69,369	82,585
Level 1V	Maximum	81,159	96,619	82,782	98,551	84,852	101,015	87,398	104,045
Level V	Minimum	71,599	85,236	73,031	86,941	74,857	89,115	77,103	91,788
Level V	Maximum	89,361	106,385	91,148	108,513	93,427	111,226	96,230	114,563