

SOME USEFUL PARTS OF THE CONTRACT FOR THE CHAPTER LEVEL

The right of membership – signing up new members, informing them of their basic rights and benefits, of the structure of the union, chapter-level activities (chapter meetings especially). Even though some of this activity can easily fall into the passive “service model” of the union, it can also be used to raise members’ expectations about their rights and working conditions, and help them envision more participation in the future. Crucially, new members can come to see the union as a source of solidarity from their co-workers. For example, with the new contract, current members can make sure new members remember that they can change their health care after the first year. These new members are busy – senior staff should look out for them in solidarity!

Programs and Assignments (Article 7A)

“Where advisable and feasible, preferences... will be honored to the extent consistent with the provisions of this Agreement relating to rotation and programming.” (classes, session)

“Wherever administratively possible... no more than three consecutive teaching assignments and no more than four consecutive working assignments (including professional activities).”

“The number of different rooms in which assignments occur should be held to the absolute minimum administratively possible.”

Additional compensatory time positions (other than programmer, some deans, grade advisor, lunchroom coordinator, COSA) must be agreed to and ratified by chapter. Rules regarding notification and selection of applicants must be followed for all comp time. No involuntary assignments.

Individual teacher programs must not exceed 25 periods per week on average.

Professional Activity Options or “Circular 6” duties (Article 7A)

Teacher chooses preference; menu can be altered through SBO

Meeting Agendas

Influence at the major school-based meetings (chapter meetings, UFT committee consultations with the principal, school leadership team meetings, faculty meetings) is unfortunately limited by the chapter leader. Though SLT and faculty meetings are controlled by administration, it’s an *option* to speak out and air concerns. “Faculty conference agendas shall be set in consultation with the UFT chapter committee.” (Article 7Q). Though it is time-consuming, just providing speed-bumps for administrative action can increase the sense of member power.

School-Based Options (SBOs) (Article 8B)

Any modification of the contract and regulations “concerning class some, rotation of assignments/classes, teacher schedules and/or rotation of paid coverages” must be agreed to by chapter (55% vote by May)

School Budget Use (Article 8C)

Before the end of June and by the opening of school in September.. 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 by the principal and chapter committee.”

Student Grades (Article 8D)

“The teacher’s judgment in grading students is to be respected; therefore if the principal changes a student’s grade in any subject for a grading period, the principal shall notify the teacher of the reason for the change in writing.”

Lesson Plans (Article 8E)

“The organization, format, notation and other physical aspects of the lesson plan are appropriately within the discretion of each teacher. A principal or supervisor may suggest, but not require, a particular format or

organization, except as part of a program to improve deficiencies of teachers who receive U-ratings or formal warnings.”

Anti-retaliation (new Article... #?)

“The Board... shall maintain an environment that promotes an open and respectful exchange of ideas and is free of harassment, intimidation, retaliation and discrimination. All employees are permitted to promptly raise any concerns that may violate the collective bargaining agreement, rule/law/regulation, or Department policy or that relates to their professional responsibilities or the best interests of their students. The harassment, intimidation, retaliation and discrimination of any kind because an employee in good faith raises a concern or reports a violation or suspected violation of any DOE policy, rule/law or regulation, or contractual provision or participates or cooperates with an investigation of such concerns is prohibited.”

Matters Not Covered (Article 21?)

“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... All existing determinations, authorizations, by-laws, regulations, rules, rulings, resolutions, certifications, orders, directives, and other actions, made, issued or entered into by the Board of Education governing or affecting salary and working conditions of the employees in the bargaining unit shall continue in force during the term of this Agreement, except insofar as change is commanded by law.”

The contract also includes arbitration decisions and Chancellor’s decisions on grievances. This is why the committees formed by the new contract are so important – they will be determining rules themselves, or having them decided in binding arbitration. And for the Article 8I “Central Committee” topics (paperwork, provision of curriculum and supplies, professional development, workload of members who are not classroom teachers or paras, and workspace), the arbitrator is instructed to issue a “brief award.” In the past, more text and specifics in arbitration decisions have often been helpful additions to our contractual rights.

Expedited Reorganization Grievance Procedure (Article 22?)

“The chapter leader shall be considered a proper grievant in all grievances relating to program deadlines and contractually mandated consultations, including allegations that postings are inconsistent with an agreement reached at contractually mandated consultations.”

“An employee shall notify the principal or his or her designee of a complaint within two (2) school days, after the employee has knowledge of the act or condition which is the basis for the complaint. Within two (2) school days following notification, the principal or his or her designee must meet with the employee in an effort to resolve the complaint. The employee may choose to be accompanied by the chapter leader. If the complaint remains unresolved, the employee shall have two (2) school days from the date of the grievance conference to file a grievance appeal with the Superintendent.”

(1) Program Preference

- (a) Grade level
- (b) More/less difficult
- (c) Subject
- (d) Sessions
- (e) Special classes
- (f) Special education classes

(2) Special Teaching Positions

(3) Cluster Positions

(4) Compensatory Time Positions

(5) Rotation

(6) Number of Preparations

(7) Numbers of Rooms

(8) Postings

(9) Consultations