

**ARTICLE THIRTEEN
WORKING CONDITIONS OF PER DIEM SUBSTITUTES,
SUBSTITUTE VOCATIONAL ASSISTANTS
AND TEACHER'S ASSISTANTS**

I. Per Diem Substitutes

A. Applicability

Per diem substitutes covered by this Agreement are:

1. Full term substitutes: serving after the fifteenth day of the school term for the duration of that term in a full-time or regularly scheduled part-time position;
2. Other-than-occasional: covering the absence of a particular employee for thirty consecutive work days or more.

Per diem substitutes covered by this Agreement shall serve under the terms and conditions of this Agreement applicable to regular substitutes except as otherwise set forth in this Article or elsewhere in this Agreement.

B. Pro-Rata Vacation Pay

Per diem substitutes covered by this Agreement shall continue to receive vacation pay on the same basis as heretofore.

C. Health and Welfare Benefits

Only those full-term per diem substitutes who are assigned to a position which is expected to be vacant for the remainder of the term shall be covered by Article 3G (Health Insurance and Welfare Benefits) of this Agreement.

Teachers and other pedagogues serving in a regularly scheduled part-time position (commonly known as F-status) will be entitled to full health and welfare benefits if scheduled to work for at least one-half of the regular full-time schedule for their title. Teachers and other pedagogues in a regularly scheduled but less than half-time position are not eligible for health insurance or welfare fund benefits.

D. Sick Leave

Per diem substitutes covered by this Agreement shall continue to receive sick leave on the same basis as heretofore.

E. Retention and Job Security

Article 17A2 of this Agreement shall apply only to regular substitutes. However, service in the school for purposes of Article 17A2 shall include full-term and other-than-occasional per diem substitute service in the school.

Article 17F of this Agreement shall apply in accordance with its terms.

F. Inapplicable Provisions

The following provisions of this Agreement shall not apply: Article Eleven "Rates of Pay and Working Conditions of Teachers Assigned, Education Administrators, Education Officers/Analysts and Professional Development Assignments and Positions", Article Twelve "Schools and Programs With Modified Work Schedules", Article Fourteen "Rates of Pay and Working Conditions of Adult Education Teachers", Article Fifteen "Rates of Pay and Working Conditions of Per Session Teachers", Article Sixteen A "Cumulative Absence Reserves and Sick Leave", Article Sixteen B "Sabbatical Leaves", Article Sixteen C "Special Study Sabbatical to Achieve Certification" Article Sixteen D "TB Sabbatical", Article Sixteen E "Leaves of Absence Without Pay", and Article

Sixteen H “Vocational High School Externship Programs”; Article Seventeen (Retention, Excessing and Layoff-except to the extent provided in Section E above of this Article), Article Eighteen “Transfers and Staffing”, and Article Twenty-One E “Suspension”.

G. Continuation of Benefits

Nothing contained in this Article or elsewhere in this Agreement shall be construed to deprive a per diem substitute of any benefit currently granted as a matter of Board policy and practice.

H. Pension Legislation

1. A Labor-Management Pension Committee will be established to investigate legislation allowing all current and future members of the TRS Tier II, III and IV to retire without a reduction of benefits due to early retirement upon age 55 with at least 25 years of service, as well as other relevant pension issues.

2. The Committee will analyze the actual costs and additional contribution rates required to provide this benefit (including any additional health insurance benefit costs) without any cost to the City.

3. Upon mutual acceptance of the Committee’s recommendations, including plan design and costs, the parties agree to jointly support the legislation necessary to implement the benefit changes.

I. Tax Deferred Annuity Plan

The parties agree to jointly support legislation and to obtain any other necessary regulatory approval, 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.

J. Creation of F-Status Positions

1. Every one or more F Status position(s) in a single school that equal 1.0 FTE (i.e. positions equaling 5 days per week) in the same license will be considered one full-time position. Only if no appointed teachers are reasonably available (through excesses, transfers and/or new hires assigned by the Division of Human Resources) may such school create F Status positions equaling 1.0 FTE.

2. Notwithstanding the restriction in the preceding paragraph J 1, a school will be allowed to create such F Status positions in order to accommodate a hardship for a previously appointed pedagogue or because of the particular needs of the program.

II. Substitute Vocational Assistants

A. Pay Rate

Substitute vocational assistants shall be paid ninety percent (90%) of the salary of a regular substitute teacher on the base schedule (C1) with the same experience.

B. Fringe Benefits

Substitute vocational assistants shall have the fringe benefits applicable to regular substitute teachers.

C. Coordinated Program

Substitute vocational assistants shall have a coordinated program of classroom service, work experience and study prescribed by the Chancellor and in accordance with

criteria specified by the Chancellor, leading to qualification for licensure as Teacher of Shop Subject.

Substitute vocational assistants shall give a written commitment to complete the prescribed program of coordinated classroom service, work experience and study, to apply for the next examination leading to licensure as Teacher of a Shop Subject for which qualified by such program, and to serve if qualified by licensure or temporary per diem certification as Teacher of a Shop Subject in the public schools of the City of New York for a minimum of five years following such licensure or certification.

D. Salary and Seniority Credit

Upon commencement of service as a teacher of a shop subject, each five-month period of classroom service shall be considered one full term of prior teaching experience, and each twelve months of work experience shall be considered one full year of related occupational experience and, in addition, shall be deemed to satisfy one year of the occupational experience required for licensure as a teacher of a shop subject.

In computing seniority for purposes of layoff and excessing only SVA classroom service is counted. Accordingly former SVA's who are appointed as teachers are credited with half their total SVA service for purposes of layoff and excessing. However, all SVA service is credited toward salary, including longevity.

E. Hours and Workyear

The workyear of a substitute vocational assistant is twelve months, with five months (one term) served in a classroom position and seven months served working in the occupation. The substitute vocational assistant is expected to complete at least six semester hours of study in a Board-approved college program each year. The Board will pay tuition costs.

Substitute vocational assistants shall have school vacations and school holidays when they are serving in a classroom position.

Substitute vocational assistants shall have the hours of a regular substitute teacher when serving in a classroom position.

F. Layoff

In the event of layoff because of lack of work, the junior substitute vocational assistant in the shop subject shall be selected for layoff.

G. Work Experience

The parties shall develop appropriate conditions applicable to substitute vocational assistants during the time they are gaining their work experience.

H. Applicable Contract Provisions

Substitute vocational assistants shall be covered by the following provisions of this Agreement: Article One "Union Recognition", Article Two "Fair Practices", Article Three K2 "Transit Benefits Program", Article Three M "Performance Incentives Committee", Article Four C "Pension Legislation", Article Four D "Tax Deferred Annuity Plan", Article Four E "Pension Benefits Agreement and Deferred Compensation Plan", Article Eight I "Reduction of Paperwork", Article Eight L "Labor/Management Committee on Long Term Reforms", Article Ten "Safety and Health", Article Sixteen A "Cumulative Absence Reserves and Sick Leave", Article Sixteen F "Military Service Pay", Article Sixteen G "Payment for Jury Duty", Article Nineteen "Union Activities, Privileges and Responsibilities", Article Twenty "Matters Not Covered" first two paragraphs, Article Twenty-One "Due Process and Review Procedures", to the extent

applicable to regular substitute teachers, Article Twenty-Two “Grievance Procedure”, Article Twenty-Three “Special Complaints”, Article Twenty-Five “Charter Schools”, Article Twenty-Six “Conformity to Law-Saving Clause”, Article Twenty-Seven “No-Strike Pledge”, Article Twenty-Eight “Definitions”, Article Twenty-Nine “Notice-Legislative Action”, Article Thirty “Copy of Agreement”, Article Thirty-One “Incorporation of Determination and Award”, and Article Thirty-Two “Duration”.

III. Teacher’s Assistants

A. Pay Rate

Teacher’s Assistants shall be paid the following annual rates:

| Effective Date | Amount |
|-----------------------|---------------|
| Current..... | \$25,372 |
| December 1, 2003..... | \$25,879 |
| December 1, 2004..... | \$26,785 |
| November 1, 2005..... | \$28,258 |
| October 1, 2006..... | \$29,178 |

A former paraprofessional who becomes a teacher’s assistant shall not have a salary reduction thereby.

B. Fringe Benefits

Teacher’s assistants shall have the fringe benefits applicable to regular substitute teachers.

C. Coordinated Program

Teacher’s assistants shall have a coordinated program of part-time classroom service and study prescribed by the Chancellor and in accordance with criteria specified by the Chancellor, leading to qualification for licensure as Teacher.

Teacher’s assistants shall give a written commitment to complete the prescribed program of coordinated part-time classroom service and study, to apply for certification leading to the appropriately related teaching license for which qualified by such program, and to serve if qualified by licensure or temporary per diem certification as a teacher of such appropriately related subject area in the public schools of the City of New York for a minimum of five years following such licensure or certification.

D. Salary and Seniority Credit

Upon commencement of service as a teacher, each year of part-time classroom service as a teacher’s assistant shall be credited as equivalent to one term of full-time regular substitute teaching service.

E. Work-Study Program

Teacher’s assistants shall be assigned to appropriate classroom service for a minimum of three hours each school day under the direct supervision of a tenured teacher in the field. Effective February 2006, teacher’s assistants will have their classroom service extended proportionately to that of teachers. They must complete a minimum of 32 semester hours of required courses per year provided by the Board in a program leading to a baccalaureate degree at an approved institution of higher learning, until they meet the minimum requirements for the appropriately related teaching license.

F. Layoff

In the event of layoff among teacher's assistants, the junior teacher's assistant in the license shall be selected for layoff.

G. Applicable Contract Provisions

Teacher's assistants shall be covered by the following provisions of this Agreement: Article One "Union Recognition", Article Two "Fair Practices", Article Three K2 "Transit Benefits Program" Article Three M "Performance Incentives Committee", Article Four C "Pension Legislation", Article Four D "Tax Deferred Annuity Plan", Article Four E "Pension Benefits Agreement and Deferred Compensation Plan", Article Eight I "Reduction of Paperwork", Article Eight L "Labor/Management Committee on Long Term Reforms", Article Ten "Safety and Health", Article Sixteen A "Cumulative Absence Reserves and Sick Leave", Article Sixteen F "Military Service Pay", Article Sixteen G "Payment for Jury Duty", Article Nineteen "Union Activities, Privileges and Responsibilities", Article Twenty "Matters Not Covered" first two paragraphs, Article Twenty-One "Due Process and Review Procedures", to the extent applicable to regular substitute teachers, Article Twenty-Two "Grievance Procedure", Article Twenty-Three "Special Complaints", Article Twenty-Five "Charter Schools", Article Twenty-Six "Conformity to Law-Saving Clause", Article Twenty-Seven "No-Strike Pledge", Article Twenty-Eight "Definitions", Article Twenty-Nine "Notice-Legislative Action", Article Thirty "Copy of Agreement", Article Thirty-One "Incorporation of Determination and Award", and Article Thirty-Two "Duration".