

**ARTICLE FOURTEEN
RATES OF PAY AND WORKING CONDITIONS
OF ADULT EDUCATION TEACHERS**

A. Statement of Principles

The parties agree that their mutual objectives are to support the continuation and expansion of the Board's adult education programs and to regularize and stabilize the conditions of employment of employees in these programs by encouraging the use of full-time personnel wherever possible.

The Board and the Union will consult as the need arises for the purpose of facilitating the achievement of these objectives and to resolve problems as they occur. This Article covers adult education teachers who are regularly assigned to work at least fifteen hours per week, and effective February 2006, at least fifteen hours and twenty-five minutes per week.

B. Salary and Workyear

1. Salary

The annual salaries of full-time adult education teachers are set forth in Appendix G which is attached to and made a part of this Agreement.

The annual salary of full-time adult education teachers assigned to work thirty hours per week is based on assignments of six hours per day for 189 ½ days (1137 hours) during the work year; and effective February 2006 six hours and 10 minutes per day for 191 ½ days (1181 hours) per workyear. The salary of individual teachers is pro-rated up or down depending on their regular assignment of hours relative to 1137 or 1181 hours, as applicable.

2. Workyear

The workyear begins on September 1 and ends on August 31. Effective February 2006 full-time adult education teachers shall have 10 minutes of preparation time added to their workday, and they shall report the Thursday and Friday before Labor Day and on Brooklyn-Queens Day for professional development. In most cases there will be a ten month year scheduled to the extent possible between September and June. The Office of Adult and Continuing Education reserves the right, when programs dictate, to create ten month schedules other than between September and June and other than in a consecutive mode. Furthermore, it may be necessary to continue programs into the summer to meet the 189 ½ days.

C. Sick Leave and Non-Attendance

1. Full-time teachers shall accrue and use sick leave pursuant to Article 16A11 of this agreement. Other teachers shall have a pro-rata entitlement.

2. Adult education teachers are covered by the Board's regulations governing non-attendance of teachers.

D. Annuity Payment

Adult education employees who are "eligible teacher contributors" pursuant to Section 13-521, Subdivision 8, of the Administrative Code of the City of New York shall receive the annual \$400 annuity contributions provided in Article 4, Section A of this Agreement when they reach the maximum step of the salary schedule (i.e. step 8B on the applicable differential lane).

E. Hours¹

¹ The parties disagree as to the applicability of Section 9 of the October 2005 MOA to this Article 14E.

1. Assigned Hours Per Week

Full-time teachers shall be assigned to work at least thirty hours (effective February 2006, thirty hours and fifty minutes) per week.

Adult education teachers shall be assigned during 2003-2004 for not less than the same number of hours per week they were assigned during 2002-2003. In each year thereafter such employees shall be assigned not less than the same number of hours per week they were assigned during the preceding year. It is understood and agreed that the implementation of this provision may require reassignment and reorganization of schedules.

The Office of Adult and Continuing Education shall use its best efforts to schedule such assignments in a manner which takes into account the needs of the program as well as the goal of minimizing the need to travel and the gap in time between teaching assignments.

2. Priority for Assignment to Additional Hours

Teachers shall be assigned to additional hours in their license area as they become available in the following order of priority.

a. Restore appointed teachers to 30 hours (effective February 2006, thirty hours and fifty minutes).

b. Increase hours of appointed teachers to 30 hours (effective February 2006, thirty hours and fifty minutes).

c. Restore hours to other teachers whose hours were reduced during the current workyear.

d. Increase hours of other teachers to 30 hours (effective February 2006, 30 hours and 50 minutes).

All teachers in a higher priority category shall be offered the additional hours before those in a lower priority category are offered the hours.

Within each priority category the additional hours shall be offered to teachers in order of their seniority.

3. Maintenance of Hours

The number of hours per week for which teachers are assigned pursuant to this Article shall be maintained as follows:

a. If teacher's hours are reduced within the first five percent of a cycle's scheduled number of hours such teacher shall be assigned the additional hours necessary to restore his/her previous level of hours per week by assigning to him/her additional hours which become available or, if no additional hours are available, the hours of a per session teacher. The assignment of such hours shall be made in the following order of priority:

(1) Appointed teachers

(2) Other teachers

If no such hours are available, the excessing rules shall be followed to determine the teacher whose hours will be reduced.

b. Whenever possible, the Board will not reduce the hours of a teacher within the final five percent of a cycle's scheduled number of hours.

c. A teacher whose hours are reduced after the first five percent of a cycle's scheduled number of hours shall be restored to his/her previous level of hours per week in the same order of priority as set forth in paragraph a of this Section 3, (a) when additional new

hours become available; or (b) at the start of the next cycle; or (c) when he/she has lost ten percent of his/her scheduled hours in the program, whichever occurs first.

d. A teacher whose hours are restored after he/she has lost ten percent of his/her scheduled hours in the program shall retain his/her full schedule of hours thereafter. Where necessary the excessing rules shall be followed to determine the teacher whose hours will be reduced.

F. Excessing

Before excessing an appointed teacher, non-appointed teachers in the license are discontinued, in inverse seniority. Before applying the Rules for involuntary excessing, the senior teacher within license who volunteers will be excessed from the work site to a vacancy within the same region. If no senior teacher volunteers, the following excessing rules shall be applicable to regularly appointed teachers in adult education licenses:

Rule 1. When an excess condition in a license exists at a work site or in a region the appointed teacher in that license with the least seniority shall be excessed, but probationers shall be excessed before those who have completed probation.

Rule 2. Unless a principal denies the placement, an excessed teacher will be placed by the Board into a vacancy within his/her district/superintendency; or if such a vacancy is not available, then in a vacancy within his/her region. The Board will place the excessed teacher who is not so placed in an ATR position in the school from which he/she is excessed, or in another school in the same district or superintendency.

Rule 3. Upon request a teacher who has been excessed to another work site or region shall be afforded the opportunity to return to the work site or region from which he/she was excessed, if within a year a vacancy in his/her license should occur at that work site or region, before any other teacher is assigned to the vacancy. Such return shall be effectuated at the start of the next cycle.

Rule 4. As used herein, an excess condition exists when a position is eliminated or when the hours are reduced below 15 hours per week.

Rule 5. Teachers 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. The deadlines for excessing teachers will continue to be governed by applicable law.

G. Layoff and Recall

If a city-wide excess condition causes a layoff of staff in any licensed position, the hours of per session teachers shall be reassigned to teachers covered by this Article to the extent possible to prevent layoffs before any adult education teacher in the license is laid off.

Section 2588 of the Education Law shall be the basis for determining the adult education teacher to be laid off, without fault and delinquency with the understanding that said employee is to be placed on a preferred list for reinstatement to his/her former position.

Probationers shall be laid off before any teacher in the license who has completed the probationary period. Teachers on layoff who may be placed on a preferred list in another license other than the one in which they are laid off will be so placed.

Non-appointed teachers shall have recall rights after appointees are recalled.

H. Seniority

Except as otherwise expressly provided in this Article, seniority shall include all prior continuous service as an adult education teacher regularly assigned to at least fifteen hours per week and effective February 2006 fifteen hours and twenty-five minutes per week..

Continuous service shall be defined as uninterrupted service except that leaves of absence without pay granted with the approval of the director, and layoffs because of lack of work shall not be deemed as an interruption of service but shall not be counted in the determination of length of continuous service.

I. Vacant Assignments

When vacant assignments become available for September, adult education teachers will be notified and the wishes of the teachers who request assignment shall be taken into consideration.

J. Other Conditions

The following provisions of this Agreement shall also apply to adult education teachers:

Article One "Union Recognition", Article Two "Fair Practices", Article Three G "Health Insurance and Welfare Benefits", Article Three H "Reimbursement for Medical Expenses", Article Three K "Transportation Benefits Program", Article Three L "Salary Payment", 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 Five A "Substitute Teacher Position", Article Five B "Regularized Licensure", Article Five C "Provisional Teachers", Article Five F "Absence Without Notice", Article Five G "Return to Former License of Appointment", Article Eight H "Professional Development and Second Differential", Article Eight I "Reduction of Paperwork", Article Eight J "Evaluation/Observation System", Article Eight I, "Labor/Management Committee on Long Term Reforms", Article Ten "Safety and Health" shall apply at all work sites, Article Sixteen A "Cumulative Absence Reserve and Sick Leave", Article Sixteen E "Leaves of Absence Without Pay", Article Sixteen F "Military Service Pay", Article Sixteen G "Payment for Jury Duty", Article Seventeen C "Appointment to New Program, License or Title", Article Eighteen A "General Transfers" Article Nineteen D "Exclusive Check-Off", Article Nineteen E "Agency Fee Deduction", Article Nineteen F "Bulletin Boards", Article Nineteen G "Chapter Meetings" shall apply whenever the meeting is conducted in a Board facility; Article Nineteen H "Consultation with the Union", Article Nineteen I "Information to the Union" shall also apply to information about adult education teachers, Article Nineteen K "Political Check-Off", Article Twenty "Matters Not Covered" first paragraph, Article Twenty-One "Due Process and Review Procedures", Article Twenty-Two "Grievance Procedure", Article Twenty-Three H "Expansion of Special Complaint Procedure to Include Supervisors", Article Twenty-Four "Professional Conciliation", 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".