

**ARTICLE NINETEEN  
UNION ACTIVITIES, PRIVILEGES  
AND RESPONSIBILITIES**

**A. Restriction on Union Activities**

No teacher shall engage in Union activities during the time he/she is assigned to teaching or other duties, except that members of the Union's negotiating committee and its special consultants shall, upon proper application, be excused without loss of pay for working time spent in negotiations with the Board or its representatives.

**B. Time for Union Representatives**

1. Chapter leaders shall be allowed time per week as follows for investigation of grievances and for other appropriate activities relating to the administration of the agreement and to the duties of their office:

a. In the elementary schools, four additional preparation periods.

b. In the junior high schools, and in the high schools, relief from professional activity periods. In the junior high schools, chapter leaders shall be assigned the same number of teaching periods as homeroom teachers.

c. The Union shall inform the Board each school year of the UFT chapter leaders in large high schools who shall be relieved of one teaching period per day to perform the duties and responsibilities of their chapter leader positions. The Union shall reimburse the Board for each such chapter leader who is so relieved at the rate of twenty percent of the total employer cost of an entry level teacher, as more fully set forth in a separate memorandum between the parties.

In addition to their other responsibilities, the duties and responsibilities referred to herein specifically include those associated with the implementation of contractual provisions and Board policy encouraging greater involvement of UFT-represented staff in various professional initiatives. It is expected that UFT chapter leaders will play a vital role in implementing these initiatives.

d. In those special education schools, buildings or sites formerly known as the special day schools, day treatment centers and institutional settings, two additional preparation periods.

e. The Chapter Leader of the Teachers Assigned, Education Administrators and Education Analysts/Officers Chapter shall be allowed one-day per week for the investigation of grievances of employees covered by this Article, and for other appropriate activities relating to the administration of this Agreement and to the duties of his/her office.

2. Consistent with the needs of the school program, the principal in consultation with the school's chapter leader will arrange to provide appropriate space and facilities (including but not limited to a desk, file and chairs) for the use of the school's chapter leader in carrying out the functions of the office.

3. District representatives and Union officers who are assigned to schools shall teach one period per day and shall be excused after their teaching period. They shall also be relieved of all homeroom and official classes.

The Union will reimburse the Board at the applicable coverage rate per period for the loss of three teaching periods each day for district representatives and Union officers.

**C. Leaves of Absence for Union Officers**

Employees who are officers of the Union or who are appointed to its staff shall, upon proper application, be given a leave of absence without pay for each school year during the term of this Agreement for the purpose of performing legitimate duties for the Union. Employees given leaves of absence without pay shall receive credit toward annual salary increments on the schedules appropriate to their rank. The Board agrees to recommend to the Teachers' Retirement Board that the time spent on leave of absence pursuant to this section be granted as service credit for retirement purposes and that the employees receiving such leave of absence be permitted to pay regular monthly contributions based upon their earnable salaries as members of the teaching staff for the period of such leave.

No more than 32 leaves of absence without pay shall be granted for each school year.

**D. 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 that 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.

**E. 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.

**F. Bulletin Boards**

1. At least one bulletin board shall be reserved at an accessible place in each school for the exclusive use of the Union for purposes of posting material dealing with proper and legitimate Union business.

2. A bulletin board shall be provided at an accessible place in the bureau office for the exclusive use of the homebound teachers chapter leader for purposes of posting material dealing with proper and legitimate Union business.

**G. Chapter Meetings**

Upon request to the head of the school, the school chapter shall be permitted to meet within the school under circumstances which will not interfere with the instructional program. Such meetings may be held only during the lunch period or before or after

school hours, at a place to be assigned by the head of the school, where other teachers or children are not present. Union officials may attend such meetings.

#### **H. Consultation with the Union**

1. The Chancellor or his/her designated representative shall meet and consult once a month during the school year with representatives of the Union on matters of educational policy and development and on other matters of mutual concern.

2. The community or high school superintendent shall meet and consult once a month during the school year with representatives of the Union on matters of educational policy and development and on other matters of mutual concern.

3. The head of the school and the school chapter committee shall meet once a month during the school year to consult on matters of school policy and on questions relating to the implementation of this agreement.

4. A Union designated committee of teachers of library will meet once a month during the school year after school hours with the head of the Office of Media and Telecommunications on matters of policy involving the professional interests of the teachers of library.

5. A Union designated committee of special education teachers will meet with the assistant superintendent for city-wide programs or his or her designees, who may not be a teacher covered by this Agreement, once a month during the school year after school hours to consult on matters involving the professional interests of the teachers. Meetings for teachers of the "400" schools will be with the person designated to supervise such schools.

6. The Board and the Union will consult on the special needs of the multiple handicapped pupils in schools for the deaf.

7. The Board and the Union shall establish a committee to review and consider issues raised by the Union relating to contracting-out of bargaining unit work.

#### **I. Information to the Union**

1. Lists of vacancies and any lists which may be established by the community school district or by the central board showing seniority of the teachers for purposes of implementing provisions of this Agreement shall be made available to the Union. In individual cases specific information as to seniority will be made available to the Union upon request.

2. Copies of all official Board circulars and directives shall be sent to the Union.

3. Available class statistics and other information necessary for implementation of the contract shall be furnished annually to the Union, and semi-annually in the case of high schools organized on a semiannual basis.

#### **J. Information to the School**

1. All official circulars shall be posted on school bulletin boards for the inspection of teachers and shall be made available to teachers on request.

2. Specific information as to the rotation of assignments, or as to seniority in the school will be made available by the principal upon the request of a teacher.

3. A copy of current teaching and non-teaching assignments will be posted in each school and will also be given to the chapter leader.

4. Copies of annual financial statements and audits of school monies shall be posted on school bulletin boards and made available to chapter leaders.

5. The chapter leader shall have access to such school information as may be necessary to the performance of his/her duties, including teacher programs, room assignments, and allocation of non-teaching time.

6. A copy of teacher assignments shall be given to the chapter leader of the homebound teachers chapter upon request.

**K. 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.