

UFT Grievance

STEP 1 GRIEVANCE – Re-Assignment to Bronx Teacher Re-Assignment Center

School: (John F. Kennedy High School); Bronx Teacher Re-Assignment Center (501 Courtlandt ave.)

District: Bronx

Name of Grievant: Ms. Natalie M. Williams

Title: Science Teacher (Re-Assigned)

File Number:

Date Grievance Occurred: August 30, 2007

Set forth specifically the act of condition and grounds on which the grievance is based.

Ms. Natalie Williams is currently assigned to the Bronx Teacher Re-assignment Center. Grievant notes that Suspended Employees in other departments of New York City (for example; police or fire) are often not required to appear for work at a 'Re-Assignment Center'. Instead, they are sent home, pending the outcome of a hearing on their charges.

This is a grievance challenging the very existence of "Teacher Re-Assignment Centers". When was the creation of these centers approved of by the UFT? Why are so many teachers currently being 'Re-Assigned'? Is the Teacher Re-Assignment Center a lawful work place?

A careful reading of the contract supports the idea that suspended teachers must be paid. The contract is silent however, on the issue of whether such teachers are required to report to work during the suspension period. Why not let the suspended teachers stay home until the matters are resolved? What better way could there be of 'encouraging' the New York City Board of Education to move along the hearing process than having teachers stay at home and get paid pending the delivery of charges and the completion of a hearing? Considerable savings to the Board could be rendered through the utilization of the facility for more purposeful endeavors.

Specific contractual article and section alleged to have been violated:

Due Process and Procedures. Article 21. Section E. Suspension

Matters Not Covered. Article 20.

Article Twenty One asserts that: '**Any teacher who is suspended pending hearing and determination of charges shall receive full compensation pending such determination and imposition of any penalty...**'.

Article Twenty informs us that: "...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."

Specific remedies sought:

1. An end to Teacher Re-Assignment Centers.
2. An end to the requirement that suspended Teachers report to, have their attendance recorded at, and spend their working hours at a Teacher Re-Assignment Center. Suspended Teachers should be paid though the presentation of their charges and the outcome of their hearing without a requirement to attend a TRC.

Signature of Grievant: _____

Date Filed: September 10, 2007.