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Pact Calls for 15% Pay Hike Over 52 Months ‘Common Sense’ Approach to Reforms Limits Micromanagement of Teachers

UFT, City Reach Agreement On New Contract

Oct 3, 2005 2:37 PM

New York City’s public school teachers have reached a tentative agreement on a contract with the city that includes a 15% pay increase over 52 months, a new bachelor’s degree salary line for paraprofessionals and a “common sense” approach on school reforms.

United Federation of Teachers President Randi Weingarten said the agreement – subject to ratification by union members -- provides educators with a much-needed significant pay raise, finally recognizing teachers for their hard work and the outstanding results they achieved with their students.

“This is a good day for our educators and our students,” Weingarten said. “We’ve worked long and hard to find ways to pay teachers significantly more and to craft the fact-finders’ recommendations in a way that will work for kids and their teachers. We said the fact-finders’ report had its pluses and minuses. This agreement has turned those minuses into pluses.

“I am particularly pleased that we have significantly closed the pay gap between our hard-working educators and their colleagues in the suburbs. Between this agreement and our previous contract, teachers will have received more than a 30% increase in pay,” Weingarten said.

“This tentative agreement is critical to attracting and retaining the highest quality teachers in our schools. Additionally, the agreement increases the amount of retroactive pay teachers will receive by nearly 65% above the fact finders’ recommendations and eliminates the added coverages that educators found inequitable.”

The agreement retains the union’s core values and provides important safeguards for the city’s educators. Such safeguards include the retention of tenure and the right to due process.

Weingarten said the agreement resolves one of the thorniest conflicts between



management and teachers and contains important language that “lets teachers teach.” The agreement says teachers can no longer be disciplined “for the format of bulletin boards, the arrangement of classroom furniture and the exact duration of lesson units.”

It also provides a sensible plan for using the additional time from both this and the June 2002 agreement for tutoring, test prep and small group instruction. District 75 and the multiple session schools will use the time to expand each class, and the rest of the school system will have four days a week of tutoring, test prep and/or small group instruction after dismissal.

“I’m also delighted that we were able to correct several inequities, including creating a salary line for paras, along with important changes that benefit nurses, psychologists, social workers and occupational and physical therapists,” Weingarten said.

The agreement also mandates the immediate removal of teachers found to have had improper relationships with students -- while safeguarding those who are falsely accused of sexual impropriety or corporal punishment.

“I want to thank all of the people on both sides who worked so hard to get this done. On behalf of myself and all my members, I also want to thank the many community and union leaders, elected officials, clergy and parents from across the city who supported us and helped us in this long and hard struggle to reach a fair settlement for our educators,” Weingarten concluded.

These are the highlights of the tentative agreement:

WAGES: The agreement calls for a 15% increase over 52 months; 2% effective Dec. 1, 2003; 3.5% effective Dec. 1, 2004; 5.5% effective Nov. 1, 2005, and 3.25% effective Oct. 1, 2006. Yearly increases are compounded. A teacher with five years experience and 30 credits above a Master’s degree would go to \$58,452 from \$50,828 by the end of the contract. The maximum salary would go to \$93,416 from \$81,232. Salaries for new teachers would increase 9%, going to \$42,512 from \$39,000, except for those who started this year, who get the full 15% increase. The contract would run through October 12, 2007.

RETROACTIVE: A teacher at the top of the pay scale would receive a total of about \$5,771. A teacher with five years experience and a Masters would receive \$4,094, and a teacher who entered the system in September 2002 would get \$2,819 in retroactive pay. Those figures are more than 60% higher than recommended in the fact-finders’ report. The difference was achieved by moving up the effective dates of the first two raises by six months.

PARAPROFESSIONALS: Creation of a pay line for paras who earn a bachelor’s degree, bringing their top salary to at least \$32,000. Retroactive pay for paraprofessionals at the top of the pay scale will be \$1,974.

THE SCHOOL DAY: The agreement maintains the uniform school day.

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It adds 10 minutes to the day, which will be combined with the previous 20 minutes per day added in the last contract. That time would be used for tutorials, test preparation and/or small group instruction, limited to no more than 10 students per teacher. The instruction will be given in a 37½ minute period immediately after dismissal four days a week, Monday through Thursday, starting in February. There would be an expedited grievance process for violations of the 10-student rule. District 75 and the multiple session schools will use the time to expand each class, and the rest of the school system will have four days a week of tutoring, test prep and/or small group instruction after dismissal.

SENIORITY TRANSFERS: The agreement calls for ending seniority transfers and bumping, while banning “forced” transfers. Principals cannot reject transfers or excesses based on age, race, gender, sexual orientation and union activities. The fact-finding panel rejected the city’s demand that any teacher “excessed” out of a job be fired if he/she could not find a new job within 18 months.

LEAD TEACHERS: Expands the creation of the UFT- and parent-initiated pilot program of a lead or master teacher program in District 9. Lead teachers, who receive an extra \$10,000, use their expertise to provide educational support for all teachers in their schools, in addition to their classroom duties.

COVERAGES: Remain the same: Principals may assign teachers in middle and high schools to cover for an absent colleague once a term without extra pay. The panel recommended raising it to 12 times a year, but the final agreement kept it at two.

LIMITS MICROMANAGEMENT: Teachers can no longer be disciplined for “the format of bulletin boards, the arrangement of classroom furniture and the exact duration of lesson units.”

SEXUAL MISCONDUCT: Both parties agreed to mandatory dismissal for any teacher found to have had a sexual relationship with a student or minor. Any teacher indicted or charged with sexual misconduct would be suspended without pay for up to three months after an arbitrator finds there is probable cause. The union insisted on language to require that any teacher found to have been falsely accused of sexual misconduct or corporal punishment would receive full back pay, and all references to the charges would be removed from the employee’s file.

CIRCULAR 6: Professional activities are maintained, but administrators will have more leeway in assigning teachers to such things as homeroom, hall patrol and cafeteria duty during those periods. The principal, after consulting with the union’s chapter leader in each school, would list the number of available positions for each activity. Teachers would select from a menu of options.

PROFESSIONAL DEVELOPMENT DAYS: Three professional development days would be added to the school calendar. Two would occur the Thursday and Friday before Labor Day and teachers will have

time to prepare their classrooms. The third would be on Brooklyn-Queens Day, a day on which schools were closed in those boroughs. Under the agreement, there would be no classes system-wide on that day.

RETIREMENT: Both sides agreed to jointly seek state legislation to allow for retirement at age 55 with 25 years experience; commonly known as the “55-25” rule.

LETTERS IN THE FILE: The agreement would eliminate the right of teachers to file a grievance over any letter the principal puts in his or her file. Teachers would have the right to meet with the principal and respond to the letter, which must be removed after three years if it is not used in a disciplinary process.

FAIR PROCESS: The agreement incorporates the union’s recommendation to streamline the grievance process. The fact-finding panel rejected the city’s demands to end the just cause standard – a common sense standard of fairness.