

Know Your Rights!!!

1. **TENURE:** employment status of professional educators achieved after completion of the probationary period pursuant to Education Law §3014(1). This status carries significant protection from unfair employer actions.
2. **PROBATION:** Employment status of newly hired professional educators, lasting up to three years. The probationary period may be reduced by a year if the educator previously achieved tenure in another school district, or is entitled to Jarema credit for regular substitute employment of at least a semester in the same district.
3. **JAREMA CREDIT:** Education Law §2509(1)(a) allows a teacher who has rendered satisfactory service as a regular substitute for a period of two years immediately prior to his or her probationary period to have a shortened probationary period of one year.
4. **TENURE BY ESTOPPEL:** A probationary teacher is entitled to tenure even without action by the Board of Education when the Board accepts the continued services of the teacher, but fails to take the action required by law to grant or deny tenure.
5. **3020-A:** Education Law §3020-a sets forth the procedures that school boards must follow for the discipline of tenured employees, and protects tenured teachers from suspension without pay during the pendency of disciplinary proceedings in most cases.
6. **“CADET” RIGHTS:** A tenured teacher may refuse to answer questions at an investigatory interview, where the employee is a target of the investigation.

7. **FMLA:** Family Medical Leave act of 1993 entitles eligible employees to a total of 12 work weeks of leave time during any 12 month period for the family and medical reasons listed in 29 USC §2612(a)(1). Upon returning to work, the employee is to be restored to his or her previous position.
8. **TAYLOR LAW:** The New York Public Employee;s Fair Employment Act, Civil Service Law §200 *et seq.*
 - a. Grant public employees the right to organize and to be represented by employee organizations of their own choice;
 - b. Requires public employers to negotiate and enter into agreements with public employee organizations regarding their employees' terms and conditions of employment;
 - c. Establishes impasse procedures for the resolution of collective bargaining disputes;
 - d. Defines improper practices by public employers and public employee organizations;
 - e. Prohibits strikes by public employees; and
 - f. Establishes a state agency to administer the Law—the Public Employment Relations Board (**PERB**).
9. **IP:** An Improper Practice under the Taylor Law. An employer commits an IP when it violates Civil Service Law §209-a.1(a)-(g). IP charges are usually filed by unions when the employer has interfered with, restrained, or coerced employees in the exercise of their rights to participate in their union, or when the employer has changed an employment practice not governed by the collective bargaining agreement without bargaining with the union. Retaliation against a building rep for advocating on behalf of his or her members is an IP.

10. **DFR:** Duty of Fair Representation. A union commits the IP of breach of the duty of fair representation, in violation of Civil Service Law §209-a.2(c) if it engages in conduct that is arbitrary, discriminatory or in bad faith.
11. **TRIBOROUGH AMENDMENT:** Civil Service Law §209-a(1)(e). It Provides that it is an improper employer practice “to refuse to continue al the terms of an expired agreement until a new agreement is negotiated”, unless the union has engaged in strike activity.
12. **JUUL AGREEMENT:** Refers to an agreement extending a teachers’ probationary appointment by one year to allow further evaluation before the tenure decision.
13. **913:** Mandatory medical examination. Education Law §913 entitles a Board of Education to “require any person ...to submit to a medical examination by ...the director of school health services ...in order to determine the physical or mental capacity of such person to perform his or her duties. The person required to submit to such medical examination shall be entitled to be accompanied by a physician or other person of his or her choice.”
14. **“WEINGARTEN” RIGHTS:** Under the Taylor Law, it is an improper practice for a public employer to refuse an employee “the right, upon the employee’s demand, to representation” by the union, “when at the time of questioning... it appears that he or she may be the subject of a potential disciplinary action.” It is an employer defense if the employee has the right to “obtain exclusion of the resulting evidence” in any proceeding at which the employer seeks to introduce the evidence obtained in violation of the Wiengarten right,

15. **AGENCY FEE:** The fee paid by bargaining unit members who choose NOT to join the union. It is almost the same amount as union dues. Agency fee payers have no right to: 1) attend union meetings; 2) vote for union officers; 3) have input through meetings/surveys into negotiations; and 4) vote on ratification of the contract. *AGENCY FEE PAYERS ARE ENTITLED TO REPRESENTATION BY THE UNION.*
16. **PAST PRACTICE:** If the language of the contract is unclear, which leaves it open to interpretation and perhaps misapplication, then the practice of how this language has been applied in the past may be controlling. *IN ORDER TO ESTABLISH A PAST PRACTICE, IT MUST MEET A THREE-PRONGED TEST: IT MUST BE LONG-STANDING, CONSISTENT AND MUTUAL!*