

# AGREEMENT

BETWEEN

BOARD OF EDUCATION OF HAWTHORNE CEDAR  
KNOLLS UNION FREE SCHOOL DISTRICT

AND

LOCAL 1169, NEW YORK STATE UNITED  
TEACHERS

JULY 1, 2016-JUNE 30, 2021

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## **PREAMBLE**

The Board of Education (hereinafter the "Board") and Local 1169, New York State United Teachers (hereinafter the "Union") believe that this Agreement can serve as the foundation for cooperation in the pursuit of educational excellence in accordance with the principles of the teaching profession and the responsibilities of the School District.

## **STATEMENT OF RECOGNITION**

The Union is recognized as the exclusive bargaining agent of full or part-time certificated teaching personnel, guidance counselors, psychologists, social workers, and speech therapists of the District, exclusive of the Superintendent of Schools, other supervisors, Program Coordinator, Work Experience coordinator and substitutes (except full-year permanent substitutes). All references to "teachers" in this Agreement are intended to include guidance counselors, psychologists, social workers, and speech therapists unless otherwise specified.

## **FAIR PRACTICES**

The Union agrees to maintain its eligibility to represent the bargaining unit by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin or sex and to represent equally all members of the bargaining unit without regard to membership or participation in, or association with the activities of, any employee organization.

The Board and its administrative personnel agree to continue their policy of not discriminating against any member of the bargaining unit on the basis of race, creed, color, national origin, sex or membership or participation in, or association with the activities of, any employee organization. In recognition of the Union's status as collective bargaining representative, the Board and Superintendent of Schools agree to inform all applicants for bargaining unit jobs of the status of the Union, provide such applicants with a copy of this agreement, inform them of their right to consult with representatives of the Union and provide them with the names of the Union President and Vice President. Upon the hiring of a new teacher the Union will be so advised.

## ARTICLE I - COMPENSATION

**A. Salary Increases.** Salary percentage increases for each step will be increased as follows:

July 1, 2016 step freeze + 1.75% increase

July 1, 2017 step freeze + 1.75% increase

July 1, 2018 step + 0.5% increase

July 1, 2019 step + 0.5% increase

July 1, 2020 step + 0.5% increase

For Salary Schedules see Appendix

**B. Longevity Payment.** Effective July 1, 2016 all longevity in this contract will be increased by 1.5%. Effective July 1, 2017 all longevity in this contract will be increased by an additional 1.5%. Effective July 1, 2016, all off-step unit members other than those in the BA and BA+15 lanes will receive a \$2,250 longevity payment. This payment will not be added to base salary but will be paid to the employee annually. Unit members who have completed eighteen (18) years of employment shall be paid a \$900 longevity payment. Unit members who have completed twenty-one (21) years of service will receive an additional \$500 longevity payment. All longevity payments are cumulative, paid annually, and will not be added to base salary. General wage increases will be calculated without these payments.

**C. Payment of Salaries.** Salaries shall be paid by check on the 15th of every month during the school year and the last business day of each month and shall be computed on the basis of a ten (10) month work year. Effective September 1, 2011, all regular salary payments will be made by direct deposit.

### **D. Increments**

1. The anniversary date for salary increments shall be July 1.
2. Teachers employed after July 1 shall receive a proportion of the regular increment to the following July 1. This shall be computed by taking the fractional part of the number of months worked of the total number of months in the school year (10 months), multiplied by the increment.
3. Teachers employed after February 1 shall receive a full increment one

year from date of employment and a fractional increment on July 1 during the second year of employment.

**E. Prior Credit** New teachers shall be placed at the schedule minimum, except that satisfactorily evaluated prior teaching experience in an accredited public or private school may be recognized. Responsibility for obtaining confirming material to establish the length and quality of experience is with the candidate and must be submitted in support of the application.

**F. Per Diem** The per diem rate of pay shall be computed by taking 1/200 or 1/400 of the contract salary for each day or half day, respectively.

**G. In-Service Credit** The attendance criteria for receiving in-service credit shall be announced at the commencement of each seminar. The District shall provide three (3) credit hours per semester in-service training after normal school hours. The in-service training shall include at least one topic per year based on an annual needs assessment survey administered by the Association. Copies of the survey and summary form will be provided to the Superintendent before selection of the topic. For the entire term of this Agreement, there shall be a moratorium on the implementation of this section G.

#### **H. Course Credit**

1. Salary credit for courses will not be given when courses are clearly irrelevant to the teaching responsibility of the applicant as determined by the Superintendent of Schools.
2. Increases in salary due to additional schooling shall be credited at the beginning of the school year and/or at the first pay period in February, whichever is appropriate. Teachers planning to take courses during the summer or fall semesters will notify the business office by May 1st, as to the number of credits to be taken.
3. All courses for which salary credit will be claimed must be approved by the Superintendent in writing before the start of the course.

### **ARTICLE II - FRINGE BENEFITS**

#### **A. Medical, Life and Disability Insurance**

1. a. For full-time members of the bargaining unit, the District will pay 100% of

the cost of the life and disability insurance premiums for the policies presently in effect in each year of this Agreement. Part-time members of the bargaining unit are not eligible for District-provided medical, life and disability insurance.

**b. Health Insurance Premium Contributions for unit members hired before July 1, 2016:**

Effective July 1, 2017 all full time unit members will pay 5% of the premium towards the cost of individual, 2 person, and family medical insurance premiums and the District will pay 95% of the premium towards the cost of individual, 2 person, and family medical insurance premiums.

Effective July 1, 2019, all full time unit members will contribute 7.5% of the premium towards the cost of individual, 2 person, and family medical insurance and the District will pay 92.5% of the premium towards the cost of individual, 2 person, and family medical insurance premiums.

Effective July 1, 2020, all full time unit members will contribute 9.0% of the premium towards the cost of individual, 2 person, and family medical insurance and the District will pay 91% of the premium towards the cost of individual, 2 person, and family medical insurance premiums.

**c. Health Insurance Premium Contributions for unit members hired on or after July 1, 2016:**

Effective July 1, 2016 all full time unit members hired on or after July 1, 2016 will pay 10% of the premium towards the cost of individual, 2 person, and family medical insurance premiums and the District will pay 90% of the premium towards the cost of individual, 2 person, and family medical insurance premiums.

Payment for insurance premiums will be made through a "Cafeteria Plan" – Section 125 Plan.

Contributions toward life and disability insurance for full-time members of the bargaining unit shall remain at 0% of the premium for the life of this agreement.

**d. The District currently provides health care coverage through SWSCHP. The District may change carriers during the term of this agreement provided the coverage available is substantially equal to that available through SWSCHP**

with a substantially equal network of participating providers. The District will confer with the Union prior to changing carriers. Disputes arising under this sub-section b may be submitted to arbitration under Article IX, § C-4 of this agreement.

2. In the event that a teacher suffers a short-term disability, the School District will continue to pay its share of the cost of medical insurance premiums after paid sick leave is exhausted for up to a maximum of thirty (30) days or until the teacher is eligible for long-term disability benefits, whichever occurs earlier.

## **B. Medical Insurance for Retirees**

1. During the period July 1, 2016 to June 30, 2017, unit members who retire from the District with at least 15 years of service in the Local 1169 bargaining unit and who retire from the District for the purposes of receiving retirement benefits from the New York State Teachers' Retirement System shall be eligible for health insurance in retirement at no cost to the retiree.

2. Effective July 1, 2017, all unit members who retire from the District with at least 15 years of service in the Local 1169 bargaining unit and who retire from the District for the purposes of receiving retirement benefits from the New York State Teachers' Retirement System shall be eligible for health insurance in retirement so long as they contribute the following percentages towards health insurance premiums in retirement:

15-19 years of service - 35% of the premium for individual, 2 person, or family health insurance in retirement.

20-24 years of service - 25% of the premium for individual, 2 person, or family health insurance in retirement.

25-29 years of service - 15% of the premium for individual, 2 person, or family health insurance in retirement.

30 or more years of service - the retiree will contribute towards individual or family health insurance in retirement the same percentage contribution amount that the retiree paid during their last year of employment with the District but not more than 15% of the premium for individual, 2 person or family health insurance in retirement.

When Medicare becomes primary, the District will pay 100% of the premium for the cost of medical insurance in retirement for the retiree so

long as the employee meets the 15 year minimum vesting period set forth in this paragraph.

This provision applies only to a teacher who retires immediately upon leaving the service of the District, and only while the teacher is actually retired and receiving retirement benefits from the New York State Teachers' Retirement System. The District shall have no obligation to provide or pay for coverage for the retiree's dependents beyond the lifetime of the retiree.

### **C. Payment for Unused Sick Leave at Retirement**

1. Upon retirement, any teacher with at least ten years' service in the Local 1169 bargaining unit shall be entitled to fifty dollars (\$50.00) for each day of unused sick leave up to and including 250 days and one hundred dollars (\$100.00) for each additional day of unused sick leave up to a maximum of 275 days. The maximum benefit under this provision shall be \$15,000.

#### **2. Early Retirement Bonus**

Effective July 1, 2016, any unit member who retires from the District for purposes of receiving retirement benefits from the New York State Teachers' Retirement System will receive a \$5,000 payment payable directly into the unit members' 403(b) account with no cash option and in accordance with Article II, Sec. C (2), (3) and (4) of this agreement. To be eligible for this benefit during the 2016-2017 school year, the unit member must retire from the District with at least 15 years of service as a bargaining unit member, provide 30 days' notice of their intention to retire and retire no later than June 30, 2017. This provision applies only to a teacher who retires immediately upon leaving the service of the District, and only while the teacher is actually retired and receiving retirement benefits from the New York State Teachers' Retirement System.

Effective July 1, 2017, in order to be eligible for this Early Retirement Bonus, the unit member must retire with at least 15 years of service in the bargaining unit, retire by June 30<sup>th</sup> of the first year of eligibility to retire without penalty, must give a minimum of 90 days' notice of their intention to retire, must retire immediately upon leaving the service of the District, be actually retired and receiving retirement benefits from the New York State Teachers' Retirement System.

3. The amount of the benefit due under Sections C-1 and C-2 above shall be payable as follows:

a) No Cash Option. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-Elective Contribution(s) described herein.

b) Contribution Limitations. In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under §415(c)(1) of the Internal Revenue Code (IRC), as adjusted for cost of living increases, using the calendar year for determining the contribution limit. For Employer Non-elective Contributions made post-employment, to a former employee's 403(b) account, the contribution limit shall be based on the employee's contribution, as determined under §403(b)(3) of the IRC and, in any event, no Employer Non-Elective Contribution shall be made on behalf of such former employee after the fourth taxable year following the taxable year in which that employee terminated employment. In the event that the calculation of the Employer Non-Elective Contribution referenced in any of the preceding paragraphs exceed the applicable contribution limits, the excess amount shall be handled by the Employer as follows:

- i. For all members in the New York State Teachers' Retirement System (TRS) with a membership date before June 17, 1971 and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-Elective Contribution up to the contribution limit of the IRC and then pay any excess amount as compensation directly to the employee. In no instance shall the employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the contribution limit of the IRC is fully met through payment of the Employer's Non-Elective Contribution; and
- ii. The Employer shall first make an Employer Non-Elective Contribution up to the contribution limit of the IRC. To the extent that the Employer Non-Elective Contribution exceeds the contribution limit, such excess shall be reallocated to the employee the following year as an Employer Non-Elective Contribution (which contribution shall not exceed the maximum permitted under the IRC), and in January of the following year for up to four

(4) years after the year of the employee's employment severance, until such time as the Employer's Non-Elective Contribution is fully deposited into the employee's 403(b) account. In no case shall the Employer Non-Elective Contribution exceed the contribution limit of the IRC.

- c) 403(b) Accounts. Employer contributions shall be deposited into the 403(b) account selected by the employee to receive Employer contributions, provided such account will accept Employer Non-Elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-Elective Contributions for any reason, then the Employer shall deposit contributions, in the name of the employee, into the endorsed/approved 403(b) program.
  - d) Tier 1 Adjustments. Employer Non-Elective Contributions hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System for all Tier 1 members with membership dates prior to June 17, 1971.
  - e) Employer Non-Elective Contributions Equal to Termination Pay. The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account of each covered employee who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. The amount of the Employer Non-Elective Contributions shall be the amount set forth in Article II, paragraph C (1) for those unit members eligible for that benefit. The Employer shall make the contribution described in paragraph 1 hereinabove, in two equal installments on June 30th and December 31st in the year of the employee's retirement.
- 4. Sections 2 and 3 above shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared to be contrary to law, the Association and the Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.
  - 5. In the event that a member of the bargaining unit passes away while actively employed by the District, his/her accumulated leave day bank will

be paid to his/her designated beneficiary or estate.

#### **D. Welfare Fund**

1. The Benefit Fund established by the Union for the exclusive purpose of providing various insurance benefits for full-time members of the bargaining unit shall be continued by the Union during the term of this Agreement.
2. For the 2016-17 school year, the School District shall contribute to the Benefit Fund one thousand three hundred and twenty three dollars (\$1,323) for each teacher on the payroll of the School District during the school year.
3. For the 2017-18 school year, the School District shall contribute to the Benefit Fund one thousand three hundred and forty six dollars (\$1,346) for each teacher on the payroll of the School District during the school year.
4. For the 2018-19 school year. The School District shall contribute to the Benefit Fund one thousand three hundred and fifty three dollars (\$1,353) for each teacher on the payroll of the School District during the school year.
5. For the 2019-20 school year, the School District shall contribute to the Benefit Fund one thousand three hundred and sixty dollars (\$1,360) for each teacher on the payroll of the School District during the school year.
6. For the 2020-21 school year, the School District shall contribute to the Benefit Fund one thousand three hundred and sixty seven dollars (\$1,367) for each teacher on the payroll of the School District during the school year.
7. Contributions to the Benefit Fund shall be made for teachers on the payroll as of September 30 of the applicable school year in two (2) installments; the first payable no later than October 15 of the applicable school year, and the second payable no later than February 15 of the applicable school year. Contributions to the Benefit Fund for teachers coming on payroll after September 30 but before June 30, shall be made within two (2) months of the date of hire of the new teacher.
8. The union shall provide the School District with a copy of the Form 990 filed by the Union with the IRS within thirty (30) days of the date of filing.

## **E. Health Insurance Buy Out**

1. Each year, beginning with the 2007-08 school year, full-time unit members who are otherwise health insured may opt out from coverage in the School District's plan upon filing written notice of exercising the option, with proof of other health insurance, by May 1, for opting out effective July 1.
2. The District will compensate members if they waive their single, two-person or family coverage, or decline family or two-person coverage for single coverage. Compensation will be in two installments, the first in December and the second in June, as follows:
  - Opting out of individual coverage for no coverage - \$1,200;
  - Opting out of family or two-person for individual coverage - \$1,200;
  - Opting out of family or two-person for no coverage - \$2,500
3. A member whose spouse is (1) a covered employee of this district and (2) eligible for two-person or family coverage is required to waive their coverage, unless the spouse is otherwise required to contribute to the cost of the premium, or the member is otherwise prohibited from doing so by court order, custody or divorce decree.
4. A unit member who opts out of the District's health insurance plan shall be obligated to annually inform the District, in writing, whether or not s/he will be opting out for the next following school year. In the event such notification is not made, the District shall not be obligated to carry such unit member as covered under the plan.
5. Re-entry shall be allowed at any time subject only to the rules governing the health insurance plan(s). Upon re-entry, the unit member shall be reinstated based on a prorated repayment of the compensation received for the initial withdrawal.

## **ARTICLE III - CONDITIONS OF EMPLOYMENT**

- A. Teachers' Lounges.** The Board will make every effort within the limitations imposed by its relationship with institutions it serves to provide one teachers' lounge for the elementary school, the high school, the Linden Hill School and Geller House.
- B. Class Size.** The Board recognizes that in many situations the teacher's effectiveness may be affected by the number of children in the class. The

Board will therefore strive to limit the number of students in each class to a level the Superintendent of Schools determines to be in accord with sound educational policy, the particular needs of the students in this District and the staffing and space limitations under which the District must be operated. In the administration of this paragraph, the Principal and the Superintendent of Schools will be available for consultation with the teacher concerned. At the request of the teacher concerned, a representative of the Union may be present during such consultation.

### **C. Probation and Tenure**

1. All probationary appointments will take place in accordance with applicable laws and regulations of the State of New York. Full-time teachers are appointed to probationary positions by the Board of Education upon the recommendation of the Superintendent. Probationary appointments shall be recorded in the minutes of the Board, specifying the name of the appointee, position, tenure area, certification status, the date of the beginning and the date of the end of the probationary appointment and the salary step. This information shall also be incorporated in a letter notifying the teacher of the probationary appointment.
2. Tenure appointments shall be made in accordance with applicable laws and regulations of the State of New York. Teachers are granted tenure by the Board of Education upon the recommendation of the Superintendent. The Superintendent shall notify probationary teachers whether the Superintendent intends to recommend the teacher for tenure not less than three months prior to the expiration of the teacher's probationary period. Tenure becomes effective on the first day following the expiration of the probationary period.
3. The service of a probationary teacher may be discontinued provided that notice is given pursuant to sections 3031 and 3019-a of the Education Law except when in the year that the teacher is being considered for tenure (See (2) above).
4. Teachers wishing to discontinue service in the district are obligated to provide the district with 30 days' notice pursuant to section 3019 of the Education Law.

## **D. Evaluations**

Teachers on probation shall receive an initial evaluation by December 15 and a second evaluation by April 15 for the first three years. Teachers on tenure may request an evaluation at least once a year. The parties agree to collaborate pursuant to the regulations of the Commissioner of Education. All aspects of evaluations which are mandatory subjects of bargaining under the Taylor Law shall be referred to the Association's bargaining committee and subject to ratification by the bargaining unit. Tenured teachers will be evaluated annually. Effective July 1, 2011, the parties agree to negotiate an APPR and a PDP complying with law; the existing APPR and PDP will remain in effect pending outcome of those negotiations.

## **E. Personnel File**

1. A teacher will receive and sign an acknowledgement of receipt for every item that is placed in his personnel file in the Superintendent of School's office. All memos, letters, correspondence of any type concerning any individual teacher must be discussed with the teacher involved prior to inclusion in the personnel file.
2. At any time teachers may request permission to see their personnel file, or items being placed in said files, in the office of the Superintendent of Schools, but this file may not be removed from the office.

## **F. Snow Days**

1. School closing during inclement weather is determined by local weather conditions. The usual concern is the safe transportation of children to school. However, the safety of the teachers is also to be considered and it is recognized that in severe weather driving may be hazardous. Some schools may delay openings because of the road conditions to outlying areas. Others open school, but do not provide transportation for students. Because most of our students live on campus, transportation of these students is not a factor with which we must be concerned.
2. In cases of unusual weather conditions, the Superintendent of Schools may decide to close school. In instances where the school remains open, or there is a delayed opening, and a teacher is unable to get to school because of hazardous driving conditions, the absence will be charged as one (1) day of leave. During extreme winters, it may be necessary to use

more snow days that are allotted in the annual school calendar. If this occurs, days may need to be made up during the spring recess or other available days. Leave will not be granted in those situations absent prior written approval from the Superintendent.

**G. Professional Image.** The District and the Union agree that all members of the professional staff should project a professional image while on grounds or engaged in any school-related activity. To that end, work attire should be neat, clean, modest and appropriate to the professional staff member's duty assignment.

**H. Scan-In/Scan-Out.** Effective September 1, 2011 all unit members will scan in at the start of their work day and scan out at the end of their work day. The District shall provide an adequate number of scanning devices in each building for this purpose.

## **ARTICLE IV - WORK WEEK, WORK DAY AND SCHOOL FUNCTIONS**

### **A. Working Week**

1. The base salary schedule refers to a working week of five weekdays, beginning at 8:40 a.m. and ending at 3:00 p.m., plus meetings, conferences and attendance at school functions as provided for in this agreement. Effective September 1, 2011, the work day shall be extended to end at 3:10 p.m. The time between 3:00 p.m. and 3:10 p.m. shall be used by teachers solely to assist in the safe dismissal of the children. It is recognized by all teachers that a counselor or administrator may require a teacher or group of teachers to stay after school to meet in conference. Except in emergencies, as determined by the Superintendent of Schools, each teacher shall have a duty free lunch period of not less than thirty (30) minutes each day.
2. The students' instructional day begins at 9 a.m. However, teachers will be required to be in their classrooms by 8:50 a.m. The time between 8:50 a.m. and 9:00 a.m. is not to be considered instructional time. The district will work with the agency to develop an understanding that this time is intended to give the students the opportunity to ready themselves for the school day and to assist them in making the transition from the residence to the school. Formal attendance for the purpose of safety and accountability will be taken starting at 9 a.m.

**B. Supervision** Teachers are to supervise students for the duration of the work day, including the time between periods. Teachers are to notify appropriate personnel if an incident occurs that may involve the safety and security of students or staff.

**C. Work in Excess of Total Work Week.** Teachers required to work in excess of the total work week including conferences described in Section A( 1) of this Article, will be compensated at the per diem rate.

**D. School Functions** All teachers shall attend such school functions as Graduation. A teacher shall explain to the Superintendent of Schools any extenuating circumstances which will prevent his attendance at such function. It is understood and agreed, notwithstanding any past practice to the contrary, that if a teacher does not attend Graduation, or Open House, the teacher's salary shall be reduced in accordance with Section F of Article I.

#### **E. Unassigned Periods**

1. Each classroom teacher shall have one unassigned period per day. We acknowledge the special needs of the students and that meetings may be required from time to time and that these meetings may be held during the teacher's unassigned period. Every effort will be made to limit the number of meetings during the unassigned period.

2. Each teacher may be required, during each school year, to substitute for absent teachers, to provide orientation for new students, to provide tutorial assistance, and/or attend professional development during eight (8) of his/her otherwise unassigned periods. It is understood and agreed that the following principles will govern such assignments:

- a. A teacher will be required to provide tutorial assistance or orientation only for students who are (or, in the case of orientation, will be) assigned to a class conducted by the teacher, and only on an individual basis.

- b. A single tutorial or orientation assignment will not exceed thirty (30) minutes, and will count as one of the eight unassigned periods that the teacher may be required to devote to such activities.

- c. Substitution assignments will be made consistent with teacher qualifications and ability. Such assignments may be made within or across departmental lines and within or outside of certification area

so long as the teacher is qualified and able to perform the assignment. However, with the exception of providing coverage for such classes by, e.g., conducting a study hall or showing a film, teachers of academic subjects will not be required to conduct classes in nonacademic subjects, and only a certified Industrial Arts teacher will be required to conduct an Industrial Arts class.

- d. The District recognizes that a teacher substituting for an absent teacher will be functioning as a substitute and will conduct the class accordingly.
  - e. No period of substitution, tutorial assistance or orientation will be counted toward the satisfaction of the requirements of this Paragraph unless performed at the request or with the advance approval of the teacher's supervisor, the Principal or the Superintendent of Schools.
3. The District and the Union mutually recognize that the professional obligations and responsibilities of the Union President during his unassigned periods are the same as the professional obligations and responsibilities of all other teachers covered by this Agreement. The District will provide the President of the Association with five additional unassigned periods per week as determined by the Superintendent or his/her designee. It is understood, however, that given the Union President's role in administering this Agreement, when necessary, and not at the expense of his professional obligations and responsibilities, the Union President will be allowed to confer with the Superintendent of Schools, Supervisors or the Business Manager, if available, during his unassigned period concerning matters relating to the administration of this Agreement. In addition, when it is otherwise impracticable for the Union President to communicate with another teacher concerning the administration of this Agreement, the Union President may confer with this other teacher during a mutual unassigned period, provided said teacher is not meeting or scheduled to meet with his or her supervisor, a social worker or other ancillary support personnel. The right herein conferred for the Union President to meet with another teacher shall be limited to meetings between the Union President and only one or two teachers at a time.

**F. The Work Day** During the term of this agreement, the school day at Hawthorne, Linden Hill and the Junior School will consist of seven (7) instructional periods and a lunch period. The District reserves the right to

adjust the beginning and ending times of the periods, provided only that (i) the first instructional period shall not begin before 9:00 a.m., and (ii) there shall be no less than five (5) minutes between the beginning of a teacher's lunch period and the end of the teacher's preceding instructional period, and no less than five (5) minutes between the end of a teacher's lunch period and the beginning of the teacher's next instructional period. Teachers will have no more than four course preparations in a work day although it is the District's intent to limit the number of course preparations to less than four wherever possible.

**G. Lunchtime Meetings** No meetings will be held during lunchtime, except in case of an emergency as determined by the Superintendent of Schools or the teacher.

#### **H. New Teacher Seminar; Mentors; Lead Teachers**

1. Attendance at the new teacher seminar shall be mandatory for one year. At the discretion of the Superintendent of Schools; a teacher may be required to attend for an additional two years.
2. **Mentor Program** The District will operate a Mentor Program as required by the Regulations of the Commissioner of Education and in accordance with the Professional Development Plan. Mentor Teachers will be selected by the Superintendent from the tenured teachers who volunteer after the position is posted. Appointment as a Mentor Teacher will be made on an annual basis. Teachers selected as Mentor Teachers will receive a stipend of \$2,000 per school year.
3. **Lead Teacher** The District may elect to create one or more Lead Teacher positions. Lead Teachers will be selected by the Superintendent from the tenured teachers who volunteer after the position is posted. Appointment as a Lead Teacher will be made on an annual basis. Teachers selected as Lead Teachers will receive a stipend of \$1,000 per school year.
4. **Lead Mentor Teacher** The District may elect to create one or more Lead Mentor Teacher positions. Lead Mentor Teachers will be selected by the Superintendent from the tenured teachers who volunteer after the position is posted. Appointment as a Lead Mentor Teacher will be made on an annual basis. Teachers selected as Lead Mentor Teachers will receive a stipend of \$3,000 per school year.

**I. Monday Afternoon Meetings** In a sequence of four Monday afternoons in which school is in session, three consecutive weeks in each four week period shall be devoted to meetings for school district business. Two of these meetings shall not last more than one hour and the third meeting shall not last more than one and one half hours. One of the one hour meetings shall be limited to teacher-directed school business, pre-approved by the Superintendent, such as small group work, IEPs, mentoring or case management meetings. These meetings shall not commence later than 3:15 p.m.

The other one hour meeting shall be used to enhance the collaboration between the staff and the administration for the benefit of the students in the District. Such meetings may include but not be limited to committee meetings, grade level and subject area meetings, professional development planning and training, community building activities, programs created by the Professional Development Committee or other activities determined by the Superintendent of Schools.

**J. Class, Building and Campus Assignments** The District will make every effort to notify teachers of their class, building and campus assignments and their tentative schedule before July 1st of each school year.

The District will make every effort to limit the number of teachers designated as shared staff between buildings on the campus. The designated lunch period will be increased by 5 minutes (through a reduction of 5 minutes from the homeroom period) to allow for teacher travel to be either immediately preceding or following the designated lunch period. The District and the Union will form a committee consisting of a maximum of 3 members appointed by the union and 3 appointed by the District, the purpose of which is to address problems associated with staff traveling between buildings during the school day, including but not limited to discussions of the feasibility of adding reserved parking places for traveling teachers and other solutions developed by the committee.

**K. Additional Assignments** In the event the Superintendent determines that unusual circumstances require the assignment of a seventh period to a teacher and the teacher consents to such assignment, the teacher's additional compensation shall be one seventh (1/7) of the teacher's base salary divided by 200 for each additional assignment period. The Superintendent will notify the Union in writing of any opening that arises regarding the need for a

seventh period assignment.

## **ARTICLE V —PAYROLL DEDUCTION FOR DUES CHECK-OFF, AGENCY FEE, VOTE-COPE CONTRIBUTIONS AND NYSUT MEMBER BENEFIT PROGRAMS**

- A. Union dues shall be checked off from the salary of those teachers who submit an appropriate authorization form to the District. The District shall remit such monies to the Union monthly. The District agrees to consider implementation of the secure NYSUT Electronic Membership Reporting system.
- B. At the same time and in the same manner as dues are deducted from Union members the District shall deduct from the salary of teachers who are not members of the Union, an amount equivalent to the dues payable to the Union by a member and shall transmit the sum so deducted to the Union monthly. Said deduction shall not and will not be made from the salary of teachers (including those presently employed and those presently on the District's preferred list of candidates for appointment to a vacancy) who were not members of the Union as of December 14, 1977; provided, however, that:
  - 1. should a teacher who was not a member of the Union as of December 14, 1977, subsequently become a member, said teacher shall authorize the District to make an agency shop fee deduction in the event that said teacher thereafter terminates membership; and
  - 2. should a teacher who was not a member of the Union as of December 14, 1977, subsequently authorize the District to make an agency shop fee deduction, this authorization cannot be withdrawn. The Union affirms that it has adopted and will maintain a procedure for the refund of any part of the agency shop fee deduction which represents the teacher's pro rata share of expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.
- C. The District shall deduct contributions to NYSUT Member Benefits and NYSUT VOTE-COPE from a bargaining unit member's paycheck upon written consent of the bargaining unit member. The form authorizing said deduction shall be mutually agreed upon by the District and the Union. See attached Appendix Vote COPE Said deduction can be made at any time throughout the school year. Revocation of such authorization by a unit member must be made in writing to the District and to the Union. These contributions shall be made by

the District directly to NYSUT.

## ARTICLE VI-LEAVES

### A. Personal, Sick, Family Business, etc.

1. Effective September 1, 1995, each full-time teacher will be credited with 19 leave days at the beginning of each school year. Part-time members of the bargaining unit will be credited with a pro-rata number of leave days based on his/her load.
2. Leave days, other than leave days taken for personal illness, may not be used immediately before or after a holiday or school recess or during state assessments, regent exams or graduation without the prior approval of the Superintendent. If a member takes a leave day (or leave days) for personal illness immediately before or after a holiday or school recess, or during state assessments, regent exams or graduation, he or she may be required to provide a note from a physician at the discretion of the Superintendent. Although the Superintendent of Schools may inquire as to the general reason for any use of leave days (i.e., personal illness, medical, legal, family illness, etc.), he will continue to respect the integrity of the teaching staff.
3. Leave days unused by the end of the school year shall be accumulated up to a maximum of 275 days. It is understood that this accumulated bank may only be used for personal illness.
4. Deductions for unauthorized absences, or absences beyond the number of accumulated leave days, shall be computed at the teacher's per diem rate.
5. In cases where a teacher is absent in excess of the number of leave days accumulated, the Superintendent of Schools shall ordinarily make a salary deduction in accordance with paragraph (4). If requested by the teacher, however, in a case of extended absence, the Superintendent of Schools shall have the discretion to charge up to ten days of excessive absence against the following year's leave.
6. Upon your return from an absence for personal illness exceeding five (5) work days, the Superintendent of Schools may request a note clearing you to return to work without restrictions from a physician.

## **B. Safety Clause**

1. For student-related physical injury only, pay will be continued without charge to sick leave as follows:
  - a. First five (5) working days full pay
  - b. Sixth (6th) day and thereafter to a maximum of the end of the semester in which the injury occurs, the difference between full pay and benefits receivable under Workers' Compensation and/or LTD policy.
2. The obligation beyond the first five (5) full working days arises only if Workmen's Compensation is awarded. The obligation beyond the first ninety (90) calendar days arises only if LTD benefits are granted.
3. Payment hereunder shall not be considered an admission of liability for the injury by the District or the student.

**C. Child Care Leave.** Teachers shall be granted child care leave for a period of one or two years, the exact length to be decided by the teacher and the Superintendent of Schools and approved by the Board. Reinstatement after child care leave will take place at the beginning of the school year or at the beginning of the second semester. The return date for the unit member shall be the date closest to the end date of the unit member's child care leave. Unit members who take child care leave will not be precluded from returning to teach summer school at the end of their child care leave.

**D. Professional Conference.** Teachers shall be permitted to take one day off to attend the Westchester AFT Conference. One teacher shall be permitted to take two days, and one teacher shall be permitted to take one day, to attend the NYSUT convention.

**E. Bereavement Leave.** A teacher may take up to three days during the year for a death in the immediate family. Immediate family is defined as spouse, child, parent, mother-in-law, father-in-law, sibling, grandparents and other members of the household. The Superintendent may request proof of a death in your immediate family (newspaper obituary notice, death certificate, funeral program, remembrance card, etc.) upon your return.

## **F. Sick Bank**

1. The Sick Leave Bank shall be maintained by the Association for the use of full-time teachers employed for greater than six (6) months, who are members, and have used up their accumulated leave days. A committee, established by the Association shall administer the Sick Leave Bank. The Union will provide the District with a listing of the members of the Sick Leave Bank committee no later than October 15th of each school year.
2. Any full-time teacher who contributes one day of his/her accumulated leave shall be a member. Contributions shall be made at the beginning of each school year as deemed necessary by the Association. Contributions are not mandatory, but once made may not be withdrawn. Unused days in the bank at the end of the school year shall be carried over to the following year.
3. Teachers employed for greater than six (6) months may withdraw days from the sick leave bank provided they are members, have exhausted their accumulated leave and meet the following criteria:
  - a. This benefit shall only be used by members of the sick leave bank.
  - b. This benefit shall extend to instances of catastrophic illness or injury; and
  - c. The sick leave bank committee shall make all determinations with regard to whether and for how long a member is eligible to utilize the sick leave bank. All determinations of the committee shall be final.
4. The Union shall submit an annual accounting on the status of the Sick Bank to the Superintendent.
5. Any days over 275 accrued by a member of the sick leave bank shall automatically be transferred to the sick leave bank by the District.
6. The maximum number of days which the sick leave bank may issue in any school year is 200.

**G. FMLA.** All teachers are entitled to the benefits of the Family and Medical Leave Act. A Unit member may reserve up to five (5) days of paid leave that will not run concurrently with the use of FMLA leave to be used one (1) time in a 12 month period.

**H. New York State Paid Family Leave Act.** The Union reserves the right

to add a proposal addressing the implementation of the New York State Paid Family Leave Act (A. 3870/S. 3004) as and when it becomes effective.

## **ARTICLE VII -LOSS REIMBURSEMENT FUND**

- A. The District agrees to establish a Loss Reimbursement Fund in which teachers and other employees of the District will be eligible to participate. The sole purpose of the Fund will be to reimburse participating District personnel for damage to their personal property that occurs on School Grounds between September 1 and June 30 of each school year or during a summer school session, as the result of action by a student.
- B. An employee may participate in the Fund by executing, on or before September 1 of each year, a written authorization instructing the District to deduct one dollar (\$1.00) from the employee's salary each month, to be deposited in the Fund. The District will contribute one dollar (\$1.00) to the Fund for each dollar contributed by an employee.
- C. The Fund shall be administered by the District and will be held in a separate interest-bearing account. Within sixty (60) days of the conclusion of each school year, the District will provide the Union with an accounting of all contributions to and expenditures by the Fund during the preceding year.
- D. Claims for reimbursement from the Fund must be submitted in writing by the participating employee to the Superintendent of Schools within fifteen (15) days of the date on which the property damage occurred. Claims must detail the nature, cause, and time and place of the damage; the name(s) of witness(es) to the damage; the name(s) of the student(s) who caused the damage; proof of loss; and a statement as to what portion, if any, of the loss was, or will be, reimbursed by private insurance. Reimbursement will be paid only for property damage that occurs between September 1 and June 30 or during a summer session worked by the claimant; only in cases where there is proof (consisting of eyewitness observation or admission by the student), satisfactory to the Superintendent, that the damage occurred on School Grounds and was caused by a student; and only for losses not reimbursed by insurance. The Superintendent, in his sole discretion, shall determine whether a claim is eligible for reimbursement from the Fund.

- E. Claims approved by the Superintendent for reimbursement shall be held until June 30 of each contract year. In order to be eligible for reimbursement by the Fund at the end of the contract year, an employee must have participated in the Fund for that entire school year and have contributed to the Fund during each month of that school year and during each month that the employee worked a summer school session. As soon after June 30 as is practicable, the Disbursement Committee shall meet to determine the total amount of all approved, eligible claims against the Fund from the preceding contract year, and the total amount of the Fund. If the amount in the Fund exceeds the total of all approved, eligible claims against the Fund, the Superintendent will cause all such claims to be paid in full. If the total amount of all approved, eligible claims against the Fund exceeds the amount in the Fund, the Superintendent will cause a percentage of each claim to be paid. The percentage shall be determined by multiplying the amount of each claim by a fraction, the numerator of which is the amount of the Fund on June 30, and the denominator of which is the total of all approved claims against the Fund. The pro rata payment of a claim pursuant to this paragraph shall fully extinguish the claim. The Disbursement Committee shall consist of the Superintendent of Schools, the Business Manager of the District, and the President of the Union (or his designee).
- F. In the event that monies remain in the Fund after all approved, eligible claims against the Fund have been paid in accordance with the previous Paragraph, such monies shall be held in the Fund for reimbursement of losses due to property damage, pursuant to this Article, in future years. However, unpaid claims may not be carried over from year to year, and claims for damage occurring during one contract year may not be submitted to the Fund for reimbursement during a subsequent contract year.
- G. In the event that operation of or contribution to the Fund is terminated for any reason, monies in the Fund shall not revert to the District or to participating employees. Such monies shall continue to be held by the District in a separate interest-bearing account and shall be distributed solely for the purposes and pursuant to the procedures set forth in this Article, until the monies are exhausted. During this period, the employees eligible for reimbursement by the Fund shall be only those who were participating in the Fund as of the date on which operation of or contribution to the Fund was terminated.

H. If fewer than fifty (50) employees elect to participate, this Article shall not be implemented.

## ARTICLE VIII -CALENDAR

The school calendar for academic year 2016-17 shall consist of 183 instructional days. Guidance Counselors may be required to work up to five (5) days before the start of the school year and up to five (5) days after the end of the school year in the discretion of the building principal and shall be paid at their per diem rates for each day worked. Additionally, there shall be two teacher orientation days; the first shall last the entire school day for the entire teaching staff; the second orientation day shall also be a full day of work for staff. Graduation and Open House may be held on Sundays and all teachers shall attend both functions. There may also be a year-end celebration which shall be conducted between 12:00 noon and 4:00 p.m. on an instructional day and attended to by the entire teaching staff, who shall also participate in the preparation of the year-end celebration. The calendar for the school year 2016-17 shall be as attached hereto. The calendar for the school years 2017-18, 2018-19, 2019-20 and 2020-21 shall contain the same number of class days and other work requirements as the 2016-17 calendar. The Superintendent of Schools shall consult with the Union prior to the finalizing of the dates for the 2017-18, 2018-19, 2019-20 and 2020-21 calendars.

## ARTICLE IX -GRIEVANCE AND ARBITRATION

**A. Objective** It is the objective of the Procedures to encourage the prompt and informal resolution of dissatisfaction as it arises before recourse to the employment of formal grievance procedures. For this reason, it is recognized that many complaints can be resolved informally in a mutually satisfactory way and that it is in the best interests of both parties to work towards that end.

**B. Definitions** A "grievance" is a dispute concerning the interpretation, or application, or alleged breach of the terms and conditions of this Agreement; provided, however, that such term shall not include any claim concerning disciplinary proceedings or any other matters which are otherwise reviewable by law, or any rule or regulation having the force and effect of law, or any claim as to which the Board is without authority to act. A "day" is a school day. A "grievant" is the teacher or group of teachers

in the unit directly concerned with or affected by the grievance.

### **C. Grievance Procedure**

1. **First Step** - A grievant may, either orally or in writing, present a grievance to his immediate supervisor within 15 days following the act which is the basis for his complaint. The supervisor shall discuss the grievance with the grievant, investigate the matter and attempt to resolve it. The decision of the supervisor shall be made within 5 days following the receipt of the grievance. Where the grievance has been presented in writing, the decision shall be in writing. If the grievance arises out of an action or determination of the Superintendent of Schools or the Board, it shall be submitted directly to the second step described below.
2. **Second Step** — If the grievance has not been resolved in the first step, the grievant may present such grievance in writing signed by the grievant to the Superintendent of Schools within 5 days after receiving the supervisor's determination. There shall be set forth in such writing the specific action or condition complained of and the provision herein on which the grievance is based. The Superintendent of Schools shall set a date for an informal conference to take place within 10 days after the receipt of the grievance, unless such date be adjourned by mutual agreement, and shall notify the appropriate individuals. The Superintendent of Schools shall afford the grievant and the Union an opportunity to present the grievance fully and may make such further inquiry himself as he deems necessary. The Superintendent of Schools shall convey to the grievant his written findings and decision within 10 days after the conclusion of said conference.
3. **Third Step** — The Union may appeal from the determination of the Superintendent of Schools by filing a signed written appeal with the Board, with a copy to the Superintendent of Schools. Said appeal must be filed within 5 days after the receipt of the determination by the Superintendent of Schools. This appeal shall contain a complete explanation of all grounds upon which the appeal is based. Within 15 days the Board or a committee thereof shall meet with the grievant to consider the grievance. Within 10 days after such meeting (or meetings should more than one be necessary) the Board shall render its decision in writing.

#### **4. Fourth Step**

- a. The Union may appeal from the determination of the Board upon written notice within 5 days after the receipt of the Board's determination. The appeal shall be taken by submitting to the American Arbitration Association, the Superintendent of Schools and the Board a written demand for arbitration signed by the grievant and requesting the AAA to submit a list of arbitrators to the parties.
- b. The Arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement and shall be without any power to make any decision inconsistent with, modifying or varying in any manner the terms of this agreement or any established practice or any law, rule or regulation having the force and effect of law.
- c. The Arbitrator shall be without power to make any decision limiting or interfering in any way with the powers, duties and responsibilities and discretion of the Board under its By-Laws or applicable law, except that he may decide in a particular case that a Board action constituted a contract violation. The decision of the Arbitrator, if made in accordance with his jurisdiction and authority under this agreement, will be final and binding. The Arbitrator shall render his written award and opinion within 30 days after the close of the hearing. Members shall be entitled to the unobstructed use of the grievance procedure without fear of reprisal.

#### **D. Time Limits**

1. Because it is important that grievances be processed as rapidly as possible, the number of days afforded to any party at any step shall be considered a maximum and every effort shall be made by all parties to expedite the process.
2. The failure to process a grievance within the time limits set forth above shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal.
3. The failure of an administrator to communicate his decision within the specified time limits shall permit the grievant to proceed to the next level without further delay.
4. If a grievance is filed on or after June 1, the time limits set forth herein

shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

### **E. Representation**

1. The Union shall have the right to represent grievants at each step of the procedure described above; provided, however, that the grievant must first make and then maintain in effect a request that the Union do so.
2. Nothing contained in this Article shall be construed to limit the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration or from having the grievance adjusted under the procedure described above without the intervention of the Union; provided, however, that (a) the adjustment is not inconsistent with the terms of the contract, and (b) the Union has been given an opportunity to state its views on the grievance at each stage.

## **ARTICLE X - STRIKES AND PUBLIC PRESSURE**

The Union and the Board recognize that strikes by teachers are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union agrees that it will not strike, conduct a slowdown or work stoppage against the Board, or assist or participate in any strike, slowdown or work stoppage against the Board, or impose an obligation upon its members to conduct, assist or participate in any strike, slowdown or work stoppage.

## **ARTICLE XI - MISCELLANEOUS**

- A. The Union Good & Welfare Committee and the Superintendent of Schools will meet at least once every marking period to discuss the administration of this Agreement and any other subject of mutual concern.
- B. The following amendment to the Taylor Law is included herein by mandate of law: §204-a. "It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval."
- C. With respect to matters involving wages, hours or working conditions not

covered by this Agreement which are proper subjects for collective bargaining and not within the policy area, the Board agrees that it will make no changes in established practices without appropriate prior consultation and negotiation with the Union.

- D. Professional Development Committee** – The parties agree to establish a Professional Development Committee under the guidelines provided for by the NYS Education Department. The maximum number of committee members shall be 9 with the majority teachers appointed by and serving at the discretion of the Union. The committee will be responsible for planning professional development opportunities for staff during, but not limited to, Monday meetings and conference days with the approval of the Superintendent of schools.

## **ARTICLE XII -JOB SECURITY**

- A.** Both probationary and tenure teachers in this District shall enjoy the benefits of seniority as provided by the laws of the State of New York.
- B.** Excessed teachers shall receive preferential treatment for employment as regular or per diem substitutes at the regular substitute rate of pay and with the same benefits, if any, as regular substitutes.

## **ARTICLE XIII -DURATION**

This Agreement shall be effective as of July 1, 2016 and will continue in full force and effect through June 30, 2021.

**IN WITNESS WHEREOF**, the parties have signed this Agreement by their duly authorized representatives this \_\_\_ day of November 2016.

Local 1169, New York State  
United Teachers, AFT, AFL-CIO

Board of Education  
Hawthorne Cedar Knolls  
Union Free School District

By \_\_\_\_\_  
Roseanna Cutietta, President

By \_\_\_\_\_  
Daniel J. Leffell, President

## **ADDENDUM - SUMMER PROGRAM**

The following Addendum shall be in effect through August 31, 2011

Qualified personnel within the school district shall be given priority consideration in the summer school program.

Personnel shall be notified as to appointments no later than May 30. Every reasonable effort shall be made to notify personnel as to appointments by May 15.

(1) In the event that there are two summer school sessions and two teachers who are equally qualified in the judgment of the Superintendent of Schools seek employment in the same program for the same summer school session, the teacher with the greater seniority within the District shall be selected; provided, however, that, subject only to Paragraph C (2) below, a teacher may not exercise this preference in order to obtain employment during both summer school sessions.

(2) In the event there are two summer school sessions, a teacher may elect to work for both summer sessions subject to the terms of this article.

No teacher shall be dismissed from the summer program without cause. Teacher summer program assignments will be made known to personnel by June 15. Teacher reassignments may be made with one week's notice.

A supervisor shall be available at all times. Teachers shall be informed either at the orientation meeting or by memorandum at the beginning of each summer school session of the supervisor(s), coordinator(s), attendance officer(s) and/or other administrator(s) available for that session.

Leave. In the event there are two summer school sessions, one leave day per teacher shall be available during each summer school session. No more than one day of paid leave may be used by any teacher during each summer session. If there is one thirty day summer school session, two leave days per teacher shall be available. If not used, the leave day will be accumulated as additional unused leave day, subject to Section A (3) of Article VI of the collective bargaining agreement.

School Day. (1) The school day will consist of seven (7) instructional periods and a lunch period. The District reserves the right to adjust the beginning and ending times of the periods, provided only that (i) the first instructional period shall not begin before 9:00 a.m., and (ii) there shall be no less than five (5)

minutes between the beginning of a teacher's lunch period and the end of the teacher's preceding instructional period, and no less than five (5) minutes between the end of a teacher's lunch period and the beginning of the teacher's next instructional period.

**Class Size.** The Board recognizes that in many situations the teacher's effectiveness may be affected by the number of children in the class. The Board will, therefore, strive to limit the number of students in each class to a level the Superintendent of Schools determines to be in accord with sound educational policy, the particular needs of the students in the District, and the staffing and space limitations under which the District must be operated. In the administration of this paragraph, the principal and the Superintendent of Schools will be available for consultation with the teacher concerned. At the request of the teacher concerned, a representative of the Union may be present during such consultation.

**Length of Summer School Session.** Summer School will consist of one or two sessions in the months of July and/or August. If two sessions, each session shall consist of not more than twenty-two (22) working days. If one session, the session shall be thirty (30) school days plus one (1) orientation day.

#### **Teacher Work Day**

The salary in paragraph I refers to a working week of five weekdays beginning at 8:40 a.m. and ending at 3:00 p.m., plus three (3) staff meetings during each summer school session. Two of these staff meetings shall not last more than one hour; the third shall not last more than one and one-half hours. The staff meetings shall commence no later than 3:15 p.m.

Except in emergencies, as determined by the Superintendent of Schools, each teacher shall have a duty free lunch period of not less than thirty (30) minutes each day.

Each classroom teacher shall have one (1) unassigned period per day for such matters as meetings, preparation, etc.

#### **Salary**

If there are two summer school sessions, a teacher shall be paid an amount equivalent to the individual teacher's salary for the month of September following calculated in accordance with Article I Section C. If there is one summer school session with one orientation session, a teacher shall be paid fifteen (15) percent of the individual teacher's salary for the school year

commencing July 1 of that school year. There shall be three equal pay periods, the first after at least ten (10) teaching days and the last on the last day of the session, unless the session ends on a normal pay day as calculated in Article I Section C, in which event there shall be two pay periods, one third of the total amount due paid after at least ten (10) teaching day and the remaining two thirds on the normal pay period.

#### Guidance Counselors

Guidance counselors shall be permitted to work during the summer under the same terms and conditions as teachers.

## **ADDENDUM -EXTENDED SCHOOL YEAR PROGRAM**

**The following Addendum shall be in effect on and after September 1, 2011**

Qualified personnel within the school district shall be given priority consideration in the Extended School Year Program.

Personnel shall be notified as to appointments no later than May 30. Every reasonable effort shall be made to notify personnel as to appointments by May 15.

In the event two teachers who are equally qualified in the judgment of the Superintendent of Schools seek employment in the Extended School Year Program, the teacher with the greater seniority within the Local 1169 bargaining unit shall be selected.

No teacher shall be dismissed from the Extended School Year Program without cause. Teacher assignments for the Extended School Year Program will be made known to personnel by June 15. Teacher reassignments may be made with one week's notice.

A supervisor shall be available at all times. Teachers shall be informed either at the orientation meeting or by memorandum at the beginning of the Extended School Year Program of the supervisor(s), coordinator(s), attendance officer(s) and/or other administrator(s) available for the Extended School Year Program.

Leave. One and one-half (1/2) *leave* days per teacher shall be available during the Extended School Year Program. Unused leave days, if any, will be accumulated as additional unused leave days, subject to Section A (3) of Article VI of the collective bargaining agreement.

School Day.

The school day will consist of seven (7) instructional periods and a lunch period. The District reserves the right to adjust the beginning and ending times of the periods, provided only that (i) the first instructional period shall not begin before 9:00 a.m., and (ii) there shall be no less than five (5) minutes between the beginning of a teacher's lunch period and the end of the teacher's preceding instructional period, and no less than five (5) minutes between the end of a teacher's lunch period and the beginning of the teacher's next instructional period.

Class Size. The Board recognizes that in many situations the teacher's

effectiveness may be affected by the number of children in the class. The Board will, therefore, strive to limit the number of students in each class to a level the Superintendent of Schools determines to be in accord with sound educational policy, the particular needs of the students in the District, and the staffing and space limitations under which the District must be operated. In the administration of this paragraph, the principal and the Superintendent of Schools will be available for consultation with the teacher concerned. At the request of the teacher concerned, a representative of the Union may be present during such consultation.

The Extended School Year Program will consist of thirty (30) school days plus one (1) orientation day. Teachers who were on staff immediately preceding the extended school year/summer program shall not be required to attend the summer orientation day. However, the District may make the building available to unit members who wish to come to their building to prepare for the opening of the extended school year program.

#### Teacher Work Day

The salary in paragraph I refers to a working week of five weekdays with start and end times as described in Article IV, Section A-1 of the collective bargaining agreement, plus five (5) staff meetings and one (1) Union meeting during the Extended School Year Program. Three of the staff meetings shall not last more than one hour and two shall not last more than one and one-half hours. The staff meetings shall commence no later than 3:15 p.m.

Except in emergencies, as determined by the Superintendent of Schools, each teacher shall have a duty free lunch period of not less than thirty (30) minutes each day.

Each classroom teacher shall have one (1) unassigned period per day for such matters as meetings, preparation, etc.

Release time for the Union President during the Extended School Year Program shall be at the discretion of the Superintendent.

#### Salary

A teacher working the Extended School Year Program shall be paid ten (10) percent of his/her salary for the then-current contract year. Teachers working the Extended School Year Program shall be informed of the pay periods and pay dates for the Extended School Year Program at the time they are informed of their appointment.

## Guidance Counselors

Guidance counselors shall be permitted to work during the summer under the same terms and conditions as teachers.

**HAWTHORNE CEDAR KNOLLS U.F.S.D.  
2015 – 2016 TEACHERS' SALARY AND STEP SCHEDULE**

STEP	BA	BA+15	BA+30	MA	BA+45	BA+60	MA+30	MA+45	MA+60
1	52,741	55,089	57,459	59,819	62,484	65,138	67,503	69,850	72,055
2	54,953	57,312	59,674	62,032	64,695	67,347	69,712	72,064	74,272
3	57,169	59,529	61,893	64,254	66,911	69,559	71,934	74,287	76,494
4	59,385	61,741	64,103	66,455	69,120	71,774	74,149	76,497	78,700
5	61,597	63,954	66,320	68,683	71,337	73,988	76,367	78,709	80,915
6	63,954	66,320	68,683	71,045	73,705	76,367	78,717	81,069	83,270
7	66,320	68,683	71,045	73,403	76,063	78,992	81,084	83,429	85,640
8	68,683	71,045	73,403	75,771	78,432	81,084	83,437	85,789	88,001
9	71,044	73,403	75,771	78,130	80,781	83,437	85,804	88,202	90,357
10	73,403	75,771	78,130	80,494	83,154	85,804	88,165	90,518	92,720
11	76,063	78,434	80,783	83,154	85,804	88,465	90,824	93,181	95,929
12	78,717	81,084	83,437	85,804	88,465	91,122	93,488	95,837	98,040
13	83,856	86,220	86,358	88,465	91,122	93,784	96,139	98,495	100,701
14	83,856	86,220	88,758	91,122	93,784	96,440	98,803	101,154	103,354
15	83,856	86,220	91,414	93,784	96,440	99,098	101,459	103,812	106,014
16	83,856	86,220	96,556	98,928	101,573	104,236	106,603	108,949	111,153

**HAWTHORNE CEDAR KNOLLS U.F.S.D.  
2016 – 2017 TEACHERS' SALARY AND STEP SCHEDULE**

STEP	BA	BA+15	BA+30	MA	BA+45	BA+60	MA+30	MA+45	MA+60
1	53,664	56,053	58,465	60,866	63,577	66,278	68,684	71,072	73,316
2	55,915	58,315	60,718	63,118	65,827	68,526	70,932	73,325	75,572
3	58,169	60,571	62,976	65,378	68,082	70,776	73,193	75,587	77,833
4	60,424	62,821	65,225	67,618	70,330	73,030	75,447	77,836	80,077
5	62,675	65,073	67,481	69,885	72,585	75,283	77,703	80,086	82,331
6	65,073	67,481	69,885	72,288	74,995	77,703	80,095	82,488	84,727
7	67,481	69,885	72,288	74,688	77,394	80,374	82,503	84,889	87,139
8	69,885	72,288	74,688	77,097	79,805	82,503	84,897	87,290	89,541
9	72,287	74,688	77,097	79,497	82,195	84,897	87,306	89,746	91,938
10	74,688	77,097	79,497	81,903	84,609	87,306	89,708	92,102	94,343
11	77,394	79,807	82,197	84,609	87,306	90,013	92,413	94,812	97,608
12	80,095	82,503	84,897	87,306	90,013	92,717	95,124	97,514	99,756
13	85,323	87,729	87,869	90,013	92,717	95,425	97,821	100,219	102,463
14	85,323	87,729	90,311	92,717	95,425	98,128	100,532	102,924	105,163
15	85,323	87,729	93,014	95,425	98,128	100,832	103,235	105,629	107,869
16	85,323	87,729	98,246	100,659	103,351	106,060	108,469	110,856	113,098

**HAWTHORNE CEDAR KNOLLS U.F.S.D.  
2017 – 2018 TEACHERS' SALARY AND STEP SCHEDULE**

STEP	BA	BA+15	BA+30	MA	BA+45	BA+60	MA+30	MA+45	MA+60
1	54,603	57,034	59,488	61,931	64,690	67,438	69,886	72,316	74,599
2	56,893	59,335	61,781	64,222	66,979	69,725	72,173	74,608	76,894
3	59,187	61,631	64,078	66,523	69,273	72,015	74,474	76,910	79,195
4	61,482	63,921	66,366	68,801	71,560	74,308	76,767	79,198	81,479
5	63,772	66,212	68,662	71,108	73,856	76,600	79,063	81,488	83,772
6	66,212	68,662	71,108	73,553	76,307	79,063	81,496	83,931	86,210
7	68,662	71,108	73,553	75,995	78,748	81,781	83,947	86,375	88,664
8	71,108	73,553	75,995	78,446	81,201	83,947	86,383	88,818	91,108
9	73,552	75,995	78,446	80,888	83,633	86,383	88,833	91,316	93,547
10	75,995	78,446	80,888	83,336	86,090	88,833	91,278	93,714	95,994
11	78,748	81,203	83,635	86,090	88,833	91,588	94,031	96,471	99,316
12	81,496	83,947	86,383	88,833	91,588	94,339	96,789	99,221	101,501
13	86,817	89,264	89,407	91,588	94,339	97,095	99,533	101,972	104,256
14	86,817	89,264	91,892	94,339	97,095	99,845	102,291	104,725	107,003
15	86,817	89,264	94,641	97,095	99,845	102,597	105,041	107,477	109,757
16	86,817	89,264	99,965	102,421	105,159	107,916	110,367	112,796	115,077

**HAWTHORNE CEDAR KNOLLS U.F.S.D.  
2018 – 2019 TEACHERS' SALARY AND STEP SCHEDULE**

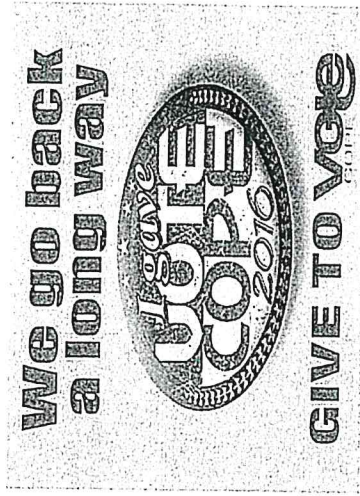
STEP	BA	BA+15	BA+30	MA	BA+45	BA+60	MA+30	MA+45	MA+60
1	54,876	57,319	59,785	62,241	65,014	67,775	70,236	72,678	74,972
2	57,178	59,632	62,090	64,543	67,314	70,073	72,534	74,981	77,279
3	59,483	61,939	64,399	66,855	69,620	72,375	74,846	77,294	79,591
4	61,789	64,240	66,698	69,145	71,918	74,680	77,151	79,594	81,886
5	64,091	66,543	69,005	71,463	74,225	76,983	79,459	81,895	84,191
6	66,543	69,005	71,463	73,921	76,689	79,459	81,904	84,351	86,641
7	69,005	71,463	73,921	76,375	79,142	82,190	84,367	86,806	89,107
8	71,463	73,921	76,375	78,838	81,607	84,367	86,815	89,262	91,564
9	73,920	76,375	78,838	81,293	84,051	86,815	89,278	91,773	94,015
10	76,375	78,838	81,293	83,753	86,520	89,278	91,734	94,182	96,474
11	79,142	81,609	84,053	86,520	89,278	92,046	94,501	96,953	99,812
12	81,904	84,367	86,815	89,278	92,046	94,811	97,273	99,717	102,009
13	87,251	89,710	89,854	92,046	94,811	97,581	100,031	102,482	104,778
14	87,251	89,710	92,351	94,811	97,581	100,344	102,803	105,249	107,538
15	87,251	89,710	95,115	97,581	100,344	103,110	105,566	108,015	110,306
16	87,251	89,710	100,465	102,933	105,685	108,456	110,919	113,360	115,653

**HAWTHORNE CEDAR KNOLLS U.F.S.D.  
2019 – 2020 TEACHERS' SALARY AND STEP SCHEDULE**

STEP	BA	BA+15	BA+30	MA	BA+45	BA+60	MA+30	MA+45	MA+60
1	55,150	57,606	60,084	62,552	65,339	68,114	70,587	73,041	75,347
2	57,464	59,930	62,400	64,866	67,651	70,424	72,897	75,356	77,665
3	59,781	62,249	64,721	67,189	69,968	72,737	75,220	77,681	79,989
4	62,098	64,562	67,032	69,491	72,278	75,053	77,537	79,992	82,295
5	64,411	66,876	69,350	71,821	74,596	77,368	79,856	82,305	84,612
6	66,876	69,350	71,821	74,291	77,072	79,856	82,313	84,773	87,074
7	69,350	71,821	74,291	76,756	79,538	82,601	84,788	87,240	89,552
8	71,821	74,291	76,756	79,233	82,015	84,788	87,249	89,708	92,021
9	74,290	76,756	79,233	81,699	84,471	87,249	89,724	92,232	94,485
10	76,756	79,233	81,699	84,171	86,953	89,724	92,193	94,653	96,956
11	79,538	82,017	84,474	86,953	89,724	92,507	94,973	97,438	100,312
12	82,313	84,788	87,249	89,724	92,507	95,285	97,759	100,215	102,519
13	87,687	90,159	90,303	92,507	95,285	98,069	100,531	102,995	105,302
14	87,687	90,159	92,813	95,285	98,069	100,846	103,317	105,775	108,076
15	87,687	90,159	95,590	98,069	100,846	103,625	106,094	108,555	110,857
16	87,687	90,159	100,967	103,448	106,213	108,998	111,473	113,926	116,231

**HAWTHORNE CEDAR KNOLLS U.F.S.D.  
2020 – 2021 TEACHERS' SALARY AND STEP SCHEDULE**

STEP	BA	BA+15	BA+30	MA	BA+45	BA+60	MA+30	MA+45	MA+60
1	55,426	57,894	60,384	62,865	65,665	68,454	70,940	73,406	75,724
2	57,751	60,230	62,712	65,190	9	70,776	73,261	75,733	78,053
3	60,080	62,560	65,044	67,525	70,318	73,101	75,596	78,069	80,389
4	62,409	64,884	67,367	69,838	72,639	75,428	77,924	80,392	82,707
5	64,733	67,210	69,697	72,180	74,969	77,755	80,255	82,716	85,035
6	67,210	69,697	72,180	74,662	77,458	80,255	82,725	85,197	87,510
7	69,697	72,180	74,662	77,140	79,936	83,014	85,212	87,677	90,000
8	72,180	74,662	77,140	79,629	82,425	85,212	87,685	90,157	92,481
9	74,661	77,140	79,629	82,108	84,894	87,685	90,173	92,693	94,957
10	77,140	79,629	82,108	84,592	87,388	90,173	92,654	95,127	97,441
11	79,936	82,427	84,896	87,388	90,173	92,969	95,448	97,925	100,813
12	82,725	85,212	87,685	90,173	92,969	95,761	98,248	100,716	103,032
13	88,125	90,610	90,755	92,969	95,761	98,559	101,034	103,510	105,828
14	88,125	90,610	93,277	95,761	98,559	101,350	103,833	106,304	108,616
15	88,125	90,610	96,068	98,559	101,350	104,143	106,625	109,097	111,412
16	88,125	90,610	101,472	103,965	106,744	109,543	112,031	114,496	116,812



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