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TA/6506

INSTRUCTIONAL NEGOTIATION UNIT AGREEMENT

between

**THE BOARD OF EDUCATION
WESTFIELD CENTRAL SCHOOL
WESTFIELD, NEW YORK**

and

**THE WESTFIELD TEACHERS' ASSOCIATION
WESTFIELD CENTRAL SCHOOL
WESTFIELD, NEW YORK 14787**

For the School Years

7/1
2004/2005 - 2006/2007^{6/30}

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

96

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PREAMBLE

This Agreement made the 15th day of June, 2004, by and between the Westfield Central School District Board of Education, hereinafter referred to as the "Board", and the Westfield Teachers' Association, the duly recognized, exclusive bargaining agent of the Instructional Negotiating Unit of the Westfield Central School District, hereinafter referred to as the "Association".

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The Board, having determined that the Westfield Teachers' Association is supported by a majority of the teachers in a unit composed of all teachers, excluding the Superintendent of Schools and Principals, hereby recognizes the Association as the exclusive negotiating agent for all the teachers in such unit. Such recognition shall extend for the maximum period permitted by law.
- B. The Board agrees not to negotiate with any other teacher, group of teachers, or teacher organization other than the Westfield Teachers' Association during the entire life of this Agreement.

ARTICLE II

NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect unless altered by mutual agreement in writing between the parties.
- B. The Board and Association agree that either party wishing to amend the present Agreement shall notify the other, in writing, no later than the last day of February of the final year of the Agreement.

ARTICLE III

SABBATICAL LEAVE

- A. The Board will consider requests for sabbatical leave of a maximum of one (1) school year under the following conditions and qualifications:
1. The applicant must have completed at least seven (7) years of service in the Westfield Central School District.
 2. The applicant must possess at least a Bachelor's Degree plus thirty (30) hours and hold a New York State Teachers' Certificate in which his/her work is to be done in an allied field.
 3. The proposed work must be in the individual's field of instruction, or deemed contributory to his/her service in that general field by the responsible principal and the Superintendent of Schools.
 4. No sabbatical leave shall be granted within three (3) years of the completion of any previous academic leave granted the applicant.
 5. Where two (2) or more individuals simultaneously apply for sabbatical leave, priority in considering the applications will be given on the basis of seniority in service to the School District.
 6. No more than two (2) members of the teaching staff of the School District shall be given sabbatical leave at one (1) time.
 7. All applications for sabbatical leave must be submitted to the Superintendent of Schools no later than March 15th preceding the semester or semesters requested. Applicants will be notified by June 30th as to the disposition of their request.
 8. A teacher while on sabbatical leave shall not be entitled to any sick days or personal leave days. He or she will continue to receive health insurance at the agreed upon employee contribution rate and will advance on the salary schedule steps until he/she returns from the sabbatical leave.
 9. The Board shall have the right to refuse to grant sabbatical leave to any and all applicants.
 - 10a. The recipient of sabbatical leave is required to agree, as a condition of receiving leave, that he/she will return to the School District upon completion of leave and perform a minimum of two (2) continuous years of teaching service in the School District and that upon failure to complete such period of teaching service, he/she

shall repay to the School District the proportionate share of the stipend received which is equal to the proportion of the two (2) year teaching term remaining to be served.

10b. The applicant upon returning from sabbatical leave shall be placed in his/her former position. If an applicant's position has been eliminated, he/she will complete the required two (2) years of service in another position for which he/she is certified. If no position is available, the service requirement or repayment of stipend shall be null and void.

B. Stipend for Sabbatical Leave. The stipend shall be one-half (1/2) of the base salary which the individual would normally receive during his/her period of leave, for a period not to exceed one (1) school year with terminal dates being the last day of each school semester. The stipend shall be paid through normal payroll procedures.

ARTICLE IV

SUMMER CURRICULUM STUDY and ADULT EDUCATION

- A. The Board agrees to allow all teachers in the negotiating unit to apply for planned, directed and supervised curriculum studies during the summer months for use within the school system.
- B. Remuneration for teachers involved in Summer Curriculum Study and Adult Education will be paid at the rate of twenty-three dollars (\$23.00) per hour for each hour of actual participation in the program of Summer Curriculum Study or Adult Education.
- C. Proposals for Curriculum Studies during the summer months will be submitted by teachers to the Superintendent of Schools no later than March 1st of each year.
- D. The Superintendent of Schools shall forward his/her proposals and recommendations to the School Board which shall give notice of acceptance or rejection of the proposals and recommendations no later than April 30th of each year.
- E. If the School Board accepts the proposals of the Superintendent of Schools on or before April 30th, it shall have the right to further review its decision thereafter based upon financial circumstances and alter or change its actions of acceptance occurring on or before April 30th.
- F. The teacher seeking to participate in Summer Curriculum Studies shall submit a detailed plan setting forth his/her proposals relating to subject area and the amount of time that will be expended on such program of study. The work to be

performed by the teacher in the study program need not be performed exclusively in the school.

ARTICLE V

NON-TENURED TEACHERS DUE PROCESS

Non-tenured teachers shall be disciplined or terminated in accordance with Education Law. Appeal of any such action by a non-tenured teacher shall be limited solely to the Commissioner of Education in accordance with the Education Laws.

ARTICLE VI

TEACHER OBSERVATION and EVALUATION

Teacher observations will be conducted in accordance with the District's Annual Professional Performance Review Plan.

(The parties agree to amend the APPRP in the following manner:

Non-tenured teachers – At least one evaluation will occur each semester.

A written evaluation will be presented to a teacher within ten school days of the lesson observed. There will be no evaluations during the first two or last two weeks of student attendance.)

ARTICLE VII

LEAVES: SICK, PERSONAL, PERSONAL and UNPAID SHORT-TERM, SICK LEAVE BANK, and GENERAL

A. Sick Leave

The Board agrees to allow a total of fourteen (14) school days per year sick leave, with unlimited accumulation for sick leave, but capped at one hundred eighty-five (185) days for the Retirement Award (Article XI). Teachers will be notified of their accumulated sick leave by October 1st of each year. Sick leave may be taken for personal illness or illness in the immediate family. Immediate family is defined, for the purposes of this Article, as teacher's mother, father, grandparents, spouse, spouse's parents and children.

B. Personal Leave

The Board agrees to allow a maximum of three (3) sick days to be taken as personal leave per year upon written notice to the Superintendent of Schools with as much advance notice as possible.

1. The Superintendent may deny personal days if six (6) or more teachers request the same day or if the day requested is during the last week of school.
2. The Superintendent may deny any request by a given teacher of two (2) or more consecutive days. However, such denial shall not be unreasonably withheld.
3. Any day requested immediately before or after a vacation or holiday, or on an inservice day, shall be granted only if such leave is to be used for the transaction of family, legal, medical or financial business which normally can not be transacted outside the normal work day, or as a result of emergency conditions beyond the individual's control. All other requests for personal days immediately before or after a vacation or holiday, or on an inservice day may be granted at the discretion of the Superintendent.

C. Personal Leave & Short-Term Leave of Absence Without Pay

Personal days and short-term leaves of absence without pay shall only be granted at the sole discretion of the Superintendent for any of the following time periods:

1. immediately prior or subsequent to Easter vacation and Christmas vacation;
2. the first week of school; or
3. the last week of school.

The granting of personal days or short-term leaves of absence without pay within the above time periods shall not establish a precedent or practice and the denial of such requests shall not be subject to the grievance procedure.

D. Sick Leave Bank

All full-time tenure track permanent teachers in the Westfield Central School System shall join the sick leave bank by contributing two (2) days of their accumulative sick days at the beginning of the first year of eligibility for this sick bank.

1. These two (2) days shall be deducted from accumulative sick leave.
2. A member of the sick bank who has suffered an extended or related personal illness or disability of more than thirty (30) consecutive school days and has exhausted their personal sick leave may apply to use as many fully paid leave days from the Bank as needed to cover the duration of the condition but not to exceed one hundred forty (140) days or the remaining days left in the Bank, whichever is less. After the 30th day, the member becomes eligible for sick bank and the sick bank paid sick days commence on the 31st day, e.g. Employee has twenty (20) accumulated sick leave days, is out thirty (30) days - The last ten (10) days shall be without pay.
3. Written application shall be made to the building principal who shall forward application to the Chief Executive Officer/Superintendent who will forward it to the Sick Bank Committee composed of the President of the Teachers' Association and the Chairman of the Teachers' Negotiation Committee. Medical reports will be required by the Sick Bank Committee in the administration of the Bank.
4. A member of the sick bank, who has returned to school after an extended illness and has a recurrence of the extended personal illness, may again apply to the sick bank, without meeting the thirty (30) consecutive school day requirement, providing the following are true:
 - a) The member has not exhausted the maximum days available for a given individual illness of one hundred forty (140) days and,
 - b) The member's personal accumulated sick leave remains exhausted.
5. When the sick bank is below three hundred (300) days at the start of the school year, all eligible teachers will contribute one (1) day each; with the exception of participants joining the plan who will contribute two (2) days.

The only time that the Bank will be allowed to be in excess of four hundred (400) days is when new participants must contribute two (2) days from their cumulative sick leave. All other eligible teachers will not be required to contribute days when the Bank exceeds four hundred (400) days.

E. General Personal Leave of Absence

The Board and the Association recognize that in times of extenuating circumstances it may be necessary for a **tenured** teacher to request a leave of absence. The request must be made in writing to the Superintendent of Schools and is subject to approval by the Board of Education. Each request will be determined on an individual basis and will not be precedent setting by either party.

If a teacher takes a leave for personal purposes:

1. The teacher shall be entitled to return to the former position unless it has been abolished in which case the teacher will be entitled to any position for which the teacher is fully qualified.
2. The personal leave time will not be counted as service for salary credit, sick leave or other benefits based on length of service. However, such leave shall not diminish or increase the individual's seniority rights.

ARTICLE VIII

MEDICAL LEAVE

A tenured teacher may be granted a leave of absence without pay for medical reasons provided the teacher secures an affidavit from his/her doctor recommending the need for such a leave. The District reserves the right to have the school doctor or a mutually agreeable physician make recommendations to the Board. During a medical leave of absence, the teacher shall not be employed for pay. The maximum leave allowable for medical reasons shall be a period of one (1) year.

If a teacher takes a leave for medical purposes:

1. The teacher shall be entitled to return to the former position unless it has been abolished in which case the teacher will be entitled to any position for which the teacher is fully qualified.
2. The medical leave time will not be counted as service for salary credit, sick leave or other benefits based on length of service. However, such leave shall not diminish or increase the individual's seniority rights.

ARTICLE IX

CHILD-CARE LEAVE WITHOUT PAY

Child-care leave will be available, without pay, under the following conditions:

- A. Child-care leave will be available for the purpose of caring for a child in the first year following birth, adoption or placement in foster care. The teacher shall give written notice to the Superintendent no later than the thirtieth consecutive day (waived in emergency situations) prior to the date they wish to commence the leave. The notice shall specify when the teacher desires the child-care leave to start and end. The total time for this leave may not exceed two (2) years.
- B. If the teacher takes child-care leave, such leave will terminate at the end of one (1) of the semesters in the following two (2) years as the teacher determines.
- C. A teacher wishing to terminate a leave previously requested for child-care purposes, shall be entitled to do so if the notice is given at least thirty (30) days prior to the beginning of the semester in which they desire to return to work.
- D. Teachers shall be entitled to return to an equivalent position for which they are qualified.

The full semester or semesters while the teacher is on a child-care leave will not be counted as service for salary credit, sick leave or other benefits based on length of service, however, during the first 12 weeks of this leave the employee's health insurance shall be continued consistent with the terms of the Agreement.

- E. A teacher shall be permitted to utilize sick leave entitlements for temporary disability prior to the initiation of an unpaid child-care leave.
- F. Any leave under this section shall not be considered a discontinuation of service and all benefits shall be restored upon return to service.

ARTICLE X

INSURANCE

- A. Hospital and Major Medical Plans

The District contribution to the health insurance program payment shall be:

Eighty-eight percent (88%) Family Coverage
Ninety-two percent (92%) Individual Coverage

A managed care health plan when and as offered by the Chautauqua County Schools Medical Trust Plan will be available for employees hired on or before June 30, 2001 at the same contribution rates indicated above.

Employees hired on or after July 1, 2001, should they be eligible for health insurance, shall be limited to enroll in the managed care health plan provided by the Trust at the contractual contributory rates indicated above. This limitation shall remain in effect for their first five (5) years of employment. At the first available open enrollment period after completion of five years of employment with the District, an employee shall be permitted to exercise a choice from among the available plans. (Should the plan not be available by July 1, 2001, new hires will be allowed to choose from among the then available plans but will be required to enroll in the new managed care plan of the Trust during the first available open enrollment which offers such plan.)

Before this section is implemented both the District and the Association will review the insurance plan offered and must mutually agree if it is to be implemented.

B. Duplicate Coverage

1. If two (2) employees are married to each other and have children, the District shall be required to provide family coverage under the foregoing plans to only one (1) of them (i.e., the one (1) designated in a statement signed by both of them). The District shall pay one hundred percent (100%) of the premium for such coverage.
2. If two (2) employees are married to each other and do not have children, the District shall be required to provide two (2) single plans. The District shall pay one hundred percent (100%) of the premiums for such coverage.

C. Section 125 District Contribution in Lieu of Health Insurance Participation

1. The District will contribute seven hundred fifty dollars (\$750) per year to the Section 125 account for any teacher voluntarily opting not to be covered by the District's Basic Health and Major Medical Plan.
2. Such teacher may re-enter the plans under the provisions set forth in the plan document. The teacher shall be responsible to repay an appropriate portion of the seven hundred fifty dollars (\$750) based on the teacher's pro-rated annual participation (i.e., one-twelfth (1/12th) of seven hundred fifty dollars (\$750) per month).
3. If elected not to participate, then eligible for vision plan.

D. Vision Plan

The District will offer ninety percent (90%) payment of a vision plan from a carrier of the District's selection for those teachers that elect to participate in this plan. Said teachers must notify the District by July 1st, of their desire to participate. Exception will be new teachers hired by the District after July 1st.

E. Prescription Card

The District will provide, as part of the health insurance package, the five dollar/ten dollar (\$5/\$10) co-pay prescription card in the Chautauqua County Schools insurance package presently offered to employees of the District.

F. Life Insurance

The District shall provide a fifteen thousand dollar (\$15,000) Group Life Insurance and in addition shall make available thirty-five thousand dollars (\$35,000) in additional Group Life Insurance to be purchased by the teacher through the Section 125 plan.

G. Dental Insurance

The District has agreed to provide the Chautauqua County Schools Dental insurance package at the same employee contribution rates as the hospital and major medical plans.

H. Medical Insurance Fund

The District shall reimburse each teacher not participating in the dental insurance program up to a maximum of two hundred dollars (\$200) per fiscal year for any medical, dental, optical, or prescription or related expense incurred by the teacher, the teacher's spouse, or any legal dependent of the teacher not reimbursed under another insurance policy.

The amount payable shall be based upon a full year of full-time service and those serving less than a full year shall be entitled to a prorated amount based upon the time employed.

By written notice delivered to the District not later than August 1st of each year (with copies given to each person in the negotiating unit), the Association may opt to apply all or any part of the above fund (i.e., the amount per teacher for the year in question times the number of FTE's in the unit as of August 1st) to one (1) or more group insurance plans for employees and/or dependents.

ARTICLE XI

RETIREMENT AWARD

Any tenured teacher who retires from the Westfield School District shall be entitled to one (1) month of the individual insurance coverage at ninety-two percent (92%) for each day of their accumulated sick leave (not to exceed one hundred eighty-five (185) days) at the time of retirement, or, one (1) month of family insurance coverage at eighty-eight percent (88%) for each two (2) days of their accumulated sick leave (not to exceed one hundred eighty-five (185) days) at the time of retirement, as determined by the teacher. In the case of death of the employee, this benefit will continue for their surviving dependents for a length of time permissible by law, by the bylaws of the insurance company, and the accumulated sick days not to exceed one hundred eighty-five (185) days.

For those employees hired after 6/30/94 the insurance provided by this award will be identical with the following exceptions. The deductible will be \$200 / \$400 and the prescription co-pay will be \$5 / \$10 / \$25. For all other employees the benefit will not change.

ARTICLE XII

CAFETERIA AIDES

The Board agrees to provide aides in the cafeteria during the scheduled times of elementary lunch service in order to provide a thirty (30) minute period for elementary teachers free from pupil responsibilities. This paragraph shall not act as a prohibition to any teacher desiring to associate with his/her pupils during the lunch period. The decision will be totally up to the teacher.

ARTICLE XIII

DUES DEDUCTION and CREDIT UNION DEDUCTION

- A. The District agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association an agency fee in an amount equivalent to the dues of the Association including dues of the National Education Association and the National Education Association of New York, and to promptly transmit the sums so deducted to the Association. The Association will hold the District harmless against any and all claims, demands, and liabilities of whatever nature arising out of this section concerning dues deductions and agency fee deductions provided that the Association shall not be liable for any legal fees the District chooses to incur.

- B. The teachers agree to use the Dues Deduction Authorization provided by the Westfield Teachers' Association as agreed upon between the District and the Westfield Teachers' Association.
- C. The Westfield Teachers' Association will transmit and certify to the District in writing an alphabetical listing of teachers and the total amount to be deducted from the salary or wages of each teacher. This certification, with individual Dues Deduction Authorization forms attached will be given to the District no later than the Wednesday preceding the second teacher paycheck of the school year to be effective in the current school year.
- D. Deductions referred to in Section A above will be made from twenty (20) paychecks starting with the second paycheck of the school year.
- E. The District, following each pay period from which a dues deduction is made, will transmit the amount so deducted to the Westfield Teachers' Association.
- F. The District agrees to deduct from the salaries or wages of its teachers payment to the Inner Lakes Federal Credit Union as said teachers individually and voluntarily authorize the District to deduct and to transmit the monies to the local Credit Union Representative.
 - 1. The teachers agree to use the Credit Union Deduction Authorization provided by the District and further agree to give this authorization to the District no later than the first day of the month in which the deduction is requested.
 - 2. Deductions will be made as requested on the Credit Union Deduction Authorization.

ARTICLE XIV

PARENT-TEACHER CONFERENCE DAYS

- A. The Board and the Association agree that reporting on pupil progress is a continual process and an important part of the educational process and is, therefore, not to be restricted or diminished by the scheduling arrangements hereinafter set forth. It is also agreed that the teaching staff will continue to utilize other non-instructional periods during the working day for parent conferencing when possible in addition to the following scheduling arrangements.
- B. At the conclusion of the first student evaluation period as soon thereafter as possible, one (1) full working day shall be made available for Parent-Teacher Conferences for the K-12 teaching staff.

- C. At least one (1) additional Parent-Teacher Conference Period will be scheduled during the remainder of the school year using non-instructional periods during the working day, after school and evenings so as to provide parents the opportunity to discuss their child's progress with the teacher.

These Parent-Teacher Conference Periods are to be arranged at jointly at the K-5 level between the K-5 faculty and the K-5 Principal and at the 6-12 level between the 6-12 faculty and the 6-12 Principal, which schedules shall then be submitted to the Superintendent of Schools for final approval.

- D. Committee to meet to amend current language subject to ratification by District and Association.

ARTICLE XV

INSERVICE DAY

- A. Two (2) consecutive mandatory teacher inservice days may be scheduled during the week prior to Labor Day, in addition to the traditional staff opening day. Teachers will be allowed to use part of the staff opening day as preparation for the opening student day. The preparation period commences at 11:00 A.M. Whenever the calendar allows, these days will be scheduled during September so that they are State "aidable" days.
- B. The Friday before the Memorial Day observation will be a day off for teachers and students.
- C. The teachers' annual work calendar will contain a maximum of one hundred eighty-five (185) days.
- D. Should additional snow/emergency days beyond those included in the normal school district calendar be needed, compensatory instructional days will be added upon mutual agreement between the District and the Association in order to meet the State's minimum one hundred eighty (180) aidable day requirement.

ARTICLE XVI

SALARY SCHEDULE

- A. The Teachers' Association and the Board of Education agree to the salary schedules listed on pages 15, 16, and 17 for school years 2004/2005, 2005/2006 and 2006/2007.

B. Step Advancement

Teachers eligible for step movement shall advance one (1) step each year of this Agreement.

C. The following are the schedules of remuneration based on paragraphs A and B above:

**SALARY SCHEDULE
2004/2005**

<u>STEP</u>	<u>BA</u>
A	30,900
B	31,500
C	32,200
D	33,200
E	34,200
F	35,200
G	37,300
H	38,400
I	39,500
J	40,600
K	41,700
L	44,100
M	46,500
N	48,900
O	52,300
P	56,700
*L.B. 20	60,000
*L.B. 25	64,000

Graduate Hours at \$52.00 per hour in blocks of three (3).

Master Degrees at \$667.00.

*Includes Longevity Bonus (L.B.) with twenty (20) or twenty-five (25) years of service in the Westfield School District as credited by the N.Y.S. Retirement System.

**SALARY SCHEDULE
2005/2006**

<u>STEP</u>	<u>BA</u>
A	31,500
B	32,100
C	32,800
D	33,800
E	34,800
F	35,800
G	37,900
H	39,000
I	40,100
J	41,200
K	42,300
L	44,700
M	47,100
N	49,500
O	52,900
P	57,700
*L.B. 20	61,500
*L.B. 25	66,500

Graduate Hours at \$52.00 per hour in blocks of three (3).

Master Degrees at \$674.00.

*Includes Longevity Bonus (L.B.) with twenty (20) or twenty-five (25) years of service in the Westfield School District as credited by the N.Y.S. Retirement System

**SALARY SCHEDULE
2006/2007**

<u>STEP</u>	<u>BA</u>
A	32,200
B	32,800
C	33,500
D	34,500
E	35,500
F	36,500
G	38,600
H	39,700
I	40,800
J	41,900
K	43,000
L	45,400
M	47,800
N	50,200
O	54,600
P	59,100
*L.B. 20	62,500
*L.B. 25	69,000

Graduate Hours at \$52.00 per hour in blocks of three (3).

Master Degrees at \$687.00.

*Includes Longevity Bonus (L.B.) with twenty (20) or twenty-five (25) years of service in the Westfield School District as credited by the N.Y.S. Retirement System

- D. A teacher with a Bachelor's Degree may be advanced for acceptable graduate credit earned up to the maximum of sixty (60) hours as follows:

School years 2004/2005 through 2006/2007 at the rate of one hundred fifty-six dollars (\$156.00) for each three (3) hours with a maximum of three thousand one hundred twenty dollars (\$3,120.00) each year. Effective July 1, 2004, six hundred sixty-seven dollars (\$667.00) is granted for the Master's Degree stipend. Effective July 1, 2005, six hundred seventy-four dollars (\$674.00) is granted for the Masters' Degree stipend. Effective July 1, 2006, six hundred eighty-seven dollars (\$687.00) is granted for the Masters' Degree stipend.

- E. A teacher who received remuneration for completed inservice training in the school year 1995/96 will receive remuneration for each eighteen (18) class sessions already completed as follows:

School years 2004/2005 through 2006/2007 at the rate of one hundred fifty-six dollars (\$156.00).

- F. Salary adjustments for graduate hours and degree credit will be made in the first week of November and the last week of February of the current school year upon proper certification that the requirements for such credit have been met.

- G. Teachers shall have the option of receiving twenty-one (21) or twenty-six (26) payroll checks each year. Such options must be exercised at least ten (10) days before the start of the school year and once exercised, shall remain in effect for the entire year. If the twenty-one (21) check option has been chosen, the 21st check will be paid upon completion of the checkout procedure. If the twenty-six (26) check option has been chosen, the teacher will receive the 21st check on the normal pay day with the balance to be paid upon completion of the checkout procedure.

- H. A direct deposit option is available to all teachers. Direct deposit can be exercised only at the Westfield branch office of Key Bank and HSBC. A teacher wishing to exercise this option must give written authorization to the business office no later than the first of the month which the direct deposit is requested.

- I. Summer Work - It is agreed that if the District hires a member of the bargaining unit for summer work not covered in the person's employment period, the salary to be paid shall be on an hourly basis by dividing that person's regular base salary by two hundred (200) and then dividing that figure by seven (7), which shall result in the hourly rate to be paid per hour worked, provided the average hourly rate for the summer period is less than \$32.00 per hour. In the event the average hourly rate exceeds \$32.00 per hour, the summer hourly rates shall be proportionally adjusted, as determined by the District with the assistance of the W.T.A., so that the adjusted hourly rates actually establish an average hourly rate of \$32.00.

J. Whenever possible, the District shall inform teachers of their anticipated employment status for the new school year by April 1st of each year. It is understood that this notice shall not be binding.

K. Supplemental Salary Schedule

1. The Board agrees to provide additional remuneration on a supplementary basis for those teachers involved in extra-curricular activities. Appointment to the positions on the Supplementary Schedule as hereinafter set forth shall be on an annual basis.
2. Supplemental Salary shall not be paid for services that are considered a contractual part of the total teaching responsibilities such as but not limited to parent conferences, student remedial and make-up sessions, class activity chaperone responsibilities, parent visitation and open-house activities, attendance at faculty meetings, departmental and grade level meetings, professional meetings within and outside the School District and other professional responsibilities.
3. All Supplemental Salary positions whose activity is carried on for the entire school calendar year will receive one-half (1/2) of the salary when the first paycheck is issued in the second semester. Supplemental Salary shall be paid by separate checks as per the Supplemental Salary Schedule.
4. The Teachers' Association and the Board of Education agree to an increase to the co-curricular and athletic salary schedules of four percent (4.0%) per year for three (3) years (2004/2005, 2005/2006 and 2006/2007). This increase does not include incremental increases on the athletic salary schedule due to increased coaching experience. All coaches not yet at top step will increment yearly with each year's additional experience.
5. Supplementary Salary shall be paid as per the following schedule:

CO-CURRICULAR

	2004/ 2005	2005/ 2006	2006/ 2007
Stage Manager	353	367	382
Musical Director - year of school musical	3,482	3,621	3,766
All School Play	1,544	1,606	1,670
Musical Accompanist - school musical - year of school musical	500	520	541
Yearbook Advisor	2,621	2,726	2,835
Student Voice Advisor	1,102	1,146	1,192
Student Store Advisor	956	994	1,034
Ski Club Advisor	634	659	685
Assistant Ski Club Advisor	322	335	348
Head 6 th Grade Advisor	274	285	296
Head 7 th Grade Advisor	322	335	348
Head 8 th Grade Advisor	322	335	348
Head 9 th Grade Advisor	634	659	685
Head 10 th Grade Advisor	634	659	685
Head 11 th Grade Advisor	720	749	779
Head 12 th Grade Advisor	1,138	1,184	1,231
Assistant 12 th Grade Advisor (3)	968	1,007	1,047
Junior-Senior Prom Advisor	634	659	685
Play Seamstress - year of school musical	444	462	480
Play Carpenter	444	462	480
National Honor Society	322	335	348
Vocal Music Director	322	335	348
Marching Band Director	634	659	685
Instrumental Director - school musical - year of school musical	634	659	685
FFA Advisor	956	994	1,034
AFS Advisor	322	335	348
Advisor to Academic Teams	956	994	1,034
Model U.N. Advisor	493	513	534
Westwinds Choral Director	956	994	1,034
Vocal Director - year of school musical	634	659	685

	2004/ 2005	2005/ 2006	2006/ 2007
Student Council Advisors (2)	556	578	601
Cross Country Skiing Advisor	956	994	1,034
Key Club Advisor	556	578	601
District Newsletter Editor	603	627	652
District Newsletter Layout Editor	1,442	1,500	1,560
PARP Coordinators (3)	468	487	506
IMPACT Coordinators (2)	399	415	432
Community Service Program Coordinator	1,217	1,266	1,317
Drama Club Advisor	322	335	348
Science Olympiad Advisor	330	343	357
Environmental Club Advisor	330	343	357
Athletic Director	1,217	1,266	1,317
Department Chairpersons	1,217	1,266	1,317
Grade Level Chairpersons	1,217	1,266	1,317
Middle States Accreditation-Internal Coordinator	1,217	1,266	1,317
Academic Awards Coordinator	234	243	253
Big Brothers/Big Sisters Coordinator	535	556	578
School To Work Coordinator	1,217	1,266	1,317
Memorial Garden Advisor	250	260	270
SADD Advisor	250	260	270
Builders Club Advisor	250	260	270

**ATHLETIC
2004/2005**

All re-employed coaches shall advance one step if eligible.

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Varsity Football Coach	3,191	3,359	3,536	3,713	4,136
Asst. Varsity Football (3)	1,677	1,756	1,885	1,979	2,202
Football Movies	356	371	390	412	460
Girls' Soccer Coach	3,191	3,359	3,536	3,713	4,136
Boys' Soccer Coach	3,191	3,359	3,536	3,713	4,136
JV Girls' Soccer Coach	2,051	2,158	2,271	2,382	2,658
JV Boys' Soccer Coach	2,051	2,158	2,271	2,382	2,658

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Boys' Var. Basketball Coach	3,191	3,359	3,536	3,713	4,136
Boys' JV Basketball Coach	2,051	2,158	2,271	2,382	2,658
Boys' JH Basketball Coach (2)	1,233	1,302	1,369	1,436	1,615
Boys' Volleyball Coach	521	572	624	677	770
Varsity Wrestling Coach	3,191	3,359	3,536	3,713	4,136
Asst. Varsity & 7 th /8 th Grade Wrestling Coach	2,085	2,196	2,309	2,429	2,707
Girls' Track Coach	2,098	2,203	2,322	2,436	2,714
Boys' Track Coach	2,098	2,203	2,322	2,436	2,714
Boys' & Girls' Track Co-Coach	1,648	1,738	1,826	1,915	2,135
Varsity Baseball Coach	2,098	2,203	2,322	2,436	2,714
JV Baseball Coach	1,648	1,738	1,826	1,915	2,135
Varsity Tennis Coach	1,648	1,738	1,826	1,915	2,135
Golf Coach	1,648	1,738	1,826	1,915	2,135
Rifle Coach	1,648	1,738	1,826	1,915	2,135
Bowling Coach	1,648	1,738	1,826	1,915	2,135
Girls' JH Basketball (2)	1,233	1,302	1,369	1,436	1,615
Girls' Varsity Basketball	3,191	3,359	3,536	3,713	4,136
Girls' JV Basketball Coach	2,051	2,158	2,271	2,382	2,658
Girls' Varsity Volleyball Coach	2,777	2,912	3,052	3,191	3,528
Girls' JV Volleyball Coach	1,648	1,738	1,826	1,915	2,135
Football Cheerleader Advisor	950	997	1,054	1,102	1,229
Winter Cheerleader Advisor	1,147	1,193	1,247	1,294	1,415
Asst. Winter Cheerleader Adv.	950	997	1,054	1,102	1,229
Girls' Varsity Softball Coach	2,098	2,203	2,322	2,436	2,714
Girls' JV Softball Coach	1,648	1,738	1,826	1,915	2,135
Girls' Tennis Coach	1,648	1,738	1,826	1,915	2,135
Football Announcer	\$ 63 per home game				
Football Timer	63 per home varsity game				
Football Scorer	63 per home varsity game				
Boys' Basketball Timer/Scorer	\$ 63/evening timing both varsity and JV home games				
Boys' Basketball Shot Clock Operator	\$ 32/evening both varsity and JV				

Girls' Basketball Timer/Scorer	\$ 63/evening timing both varsity and JV home games
Girls' Basketball Shot Clock Operator	\$ 32/evening both varsity and JV
Wrestling Timer/Scorer	\$ 63/evening timing both varsity and JV home games
Volleyball Timer/Scorer	\$ 63/evening timing both varsity and JV home games
Chaperones*	\$ 63/evening timing both varsity and JV home games
Football	- Varsity home - four (4) - Varsity away - one (1) each spectator bus, maximum two (2)
Boys' Basketball	- Varsity & JV combination home - three (3) - Varsity & JV combination away - one (1) each spectator bus, maximum two (2)
Girls' Basketball	- Varsity & JV combination home - two (2) - Varsity & JV combination away - one (1) each spectator bus, maximum two (2)
Junior High Basketball	- One (1) per game
Girls' Volleyball	- Home games - one (1)
Wrestling	- Varsity & JV combination home - two (2) - Varsity & JV Combination away - one (1)
Soccer	- Varsity - one (1)
Music Concert	- Two (2) per free concert, with the exception of the "All School Musical".

**ATHLETIC
2005/2006**

All re-employed coaches shall advance one step if eligible.

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Varsity Football Coach	3,319	3,493	3,677	3,862	4,301
Asst. Varsity Football (3)	1,744	1,826	1,960	2,058	2,290
Football Movies	370	386	406	428	478
Girls' Soccer Coach	3,319	3,493	3,677	3,862	4,301
Boys' Soccer Coach	3,319	3,493	3,677	3,862	4,301
JV Girls' Soccer Coach	2,133	2,244	2,362	2,477	2,764
JV Boys' Soccer Coach	2,133	2,244	2,362	2,477	2,764
Boys' Var. Basketball Coach	3,319	3,493	3,677	3,862	4,301
Boys' JV Basketball Coach	2,133	2,244	2,362	2,477	2,764
Boys' JH Basketball Coach (2)	1,282	1,354	1,424	1,493	1,680
Boys' Volleyball Coach	542	595	649	704	801
Varsity Wrestling Coach	3,319	3,493	3,677	3,862	4,301
Asst. Varsity & 7 th /8 th Grade Wrestling Coach	2,168	2,284	2,401	2,526	2,815
Girls' Track Coach	2,182	2,291	2,415	2,533	2,823
Boys' Track Coach	2,182	2,291	2,415	2,533	2,823
Boys' & Girls' Track Co-Coach	1,714	1,807	1,899	1,992	2,220
Varsity Baseball Coach	2,182	2,291	2,415	2,533	2,823
JV Baseball Coach	1,714	1,807	1,899	1,992	2,220
Varsity Tennis Coach	1,714	1,807	1,899	1,992	2,220
Golf Coach	1,714	1,807	1,899	1,992	2,220
Rifle Coach	1,714	1,807	1,899	1,992	2,220
Bowling Coach	1,714	1,807	1,899	1,992	2,220
Girls' JH Basketball (2)	1,282	1,354	1,424	1,493	1,680
Girls' Varsity Basketball	3,319	3,493	3,677	3,862	4,301
Girls' JV Basketball Coach	2,133	2,244	2,362	2,477	2,764
Girls' Varsity Volleyball Coach	2,888	3,028	3,174	3,319	3,669
Girls' JV Volleyball Coach	1,714	1,807	1,899	1,992	2,220
Football Cheerleader Advisor	988	1,037	1,096	1,146	1,278
Winter Cheerleader Advisor	1,193	1,241	1,297	1,346	1,472
Asst. Winter Cheerleader Adv.	988	1,037	1,096	1,146	1,278

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Girls' Varsity Softball Coach	2,182	2,291	2,415	2,533	2,823
Girls' JV Softball Coach	1,714	1,807	1,899	1,992	2,220
Girls' Tennis Coach	1,714	1,807	1,899	1,992	2,220

Football Announcer	\$ 66 per home game
Football Timer	66 per home varsity game
Football Scorer	66 per home varsity game
Boys' Basketball Timer/Scorer	\$ 66/evening timing both varsity and JV home games
Boys' Basketball Shot Clock Operator	\$ 33/evening both varsity and JV
Girls' Basketball Timer/Scorer	\$ 66/evening timing both varsity and JV home games
Girls' Basketball Shot Clock Operator	\$ 33/evening both varsity and JV
Wrestling Timer/Scorer	\$ 66/evening timing both varsity and JV home games
Volleyball Timer/Scorer	\$ 66/evening timing both varsity and JV home games
Chaperones*	\$ 66/evening timing both varsity and JV home games
Football	- Varsity home - four (4) - Varsity away - one (1) each spectator bus, maximum two (2)
Boys' Basketball	- Varsity & JV combination home - three (3) - Varsity & JV combination away - one (1) each spectator bus, maximum two (2)
Girls' Basketball	- Varsity & JV combination home - two (2) - Varsity & JV combination away - one (1) each spectator bus, maximum two (2)
Junior High Basketball	- One (1) per game
Girls' Volleyball	- Home games - one (1)

- Wrestling
 - Varsity & JV combination home - two (2)
 - Varsity & JV Combination away - one (1)
- Soccer
 - Varsity - one (1)
- Music Concert
 - Two (2) per free concert, with the exception of the "All School Musical".

**ATHLETIC
2006/2007**

All re-employed coaches shall advance one step if eligible.

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Varsity Football Coach	3,452	3,633	3,824	4,016	4,473
Asst. Varsity Football (3)	1,814	1,899	2,038	2,140	2,382
Football Movies	385	401	422	445	497
Girls' Soccer Coach	3,452	3,633	3,824	4,016	4,473
Boys' Soccer Coach	3,452	3,633	3,824	4,016	4,473
JV Girls' Soccer Coach	2,218	2,334	2,456	2,576	2,875
JV Boys' Soccer Coach	2,218	2,334	2,456	2,576	2,875
Boys' Var. Basketball Coach	3,452	3,633	3,824	4,016	4,473
Boys' JV Basketball Coach	2,218	2,334	2,456	2,576	2,875
Boys' JH Basketball Coach (2)	1,333	1,408	1,481	1,553	1,747
Boys' Volleyball Coach	564	619	675	732	833
Varsity Wrestling Coach	3,452	3,633	3,824	4,016	4,473
Asst. Varsity & 7 th /8 th Grade Wrestling Coach	2,255	2,375	2,497	2,627	2,928
Girls' Track Coach	2,269	2,383	2,512	2,634	2,936
Boys' Track Coach	2,269	2,383	2,512	2,634	2,936
Boys' & Girls' Track Co-Coach	1,783	1,879	1,975	2,072	2,309
Varsity Baseball Coach	2,269	2,383	2,512	2,634	2,936
JV Baseball Coach	1,783	1,879	1,975	2,072	2,309
Varsity Tennis Coach	1,783	1,879	1,975	2,072	2,309
Golf Coach	1,783	1,879	1,975	2,072	2,309
Rifle Coach	1,783	1,879	1,975	2,072	2,309
Bowling Coach	1,783	1,879	1,975	2,072	2,309

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Girls' JH Basketball (2)	1,333	1,408	1,481	1,553	1,747
Girls' Varsity Basketball	3,452	3,633	3,824	4,016	4,473
Girls' JV Basketball Coach	2,218	2,334	2,456	2,576	2,875
Girls' Varsity Volleyball Coach	3,004	3,149	3,301	3,452	3,816
Girls' JV Volleyball Coach	1,783	1,879	1,975	2,072	2,309
Football Cheerleader Advisor	1,028	1,078	1,140	1,192	1,329
Winter Cheerleader Advisor	1,241	1,291	1,349	1,400	1,531
Asst. Winter Cheerleader Adv.	1,028	1,078	1,140	1,192	1,329
Girls' Varsity Softball Coach	2,269	2,383	2,512	2,634	2,936
Girls' JV Softball Coach	1,783	1,879	1,975	2,072	2,309
Girls' Tennis Coach	1,783	1,879	1,975	2,072	2,309
Football Announcer	\$ 69 per home game				
Football Timer	69 per home varsity game				
Football Scorer	69 per home varsity game				
Boys' Basketball Timer/Scorer	\$ 69/evening timing both varsity and JV home games				
Boys' Basketball Shot Clock Operator	\$ 35/evening both varsity and JV				
Girls' Basketball Timer/Scorer	\$ 69/evening timing both varsity and JV home games				
Girls' Basketball Shot Clock Operator	\$ 35/evening both varsity and JV				
Wrestling Timer/Scorer	\$ 69/evening timing both varsity and JV home games				
Volleyball Timer/Scorer	\$ 69/evening timing both varsity and JV home games				
Chaperones*	\$ 69/evening timing both varsity and JV home games				
Football	- Varsity home - four (4) - Varsity away - one (1) each spectator bus, maximum two (2)				

- Boys' Basketball - Varsity & JV combination home - three (3)
- Varsity & JV combination away - one (1)
each spectator bus, maximum two (2)
- Girls' Basketball - Varsity & JV combination home - two (2)
- Varsity & JV combination away - one (1)
each spectator bus, maximum two (2)
- Junior High Basketball - One (1) per game
- Girls' Volleyball - Home games - one (1)
- Wrestling - Varsity & JV combination home - two (2)
- Varsity & JV Combination away - one (1)
- Soccer - Varsity - one (1)
- Music Concert - Two (2) per free concert, with the exception
of the "All School Musical".

* The Association will recruit chaperones from the faculty and submit a list of those available to the Superintendent of Schools no later than September 15th for football and no later than October 15th for the remainder of the other covered activities. Chaperone selection will be made from the lists submitted if possible. In the event no lists are submitted, or insufficient numbers exist on said lists, then the District shall have the option of obtaining chaperones from any sources of its choosing.

6. The Board will give notice of a vacancy occurring in any of the positions covered under the Supplemental Salary Schedule by posting such notice on a bulletin board located in the vicinity of the teachers' mailboxes at least ten (10) days prior to the filling of such vacancy when possible. Positions will be filled from qualified voluntary applicants if possible.
7. The Supplemental Salary Schedule does not imply that the positions listed will be filled. The Board of Education reserves the right to fill only those positions which in their opinion are in the balanced best interest of the students and taxpayers of the School District.
8. At times, when necessary to maintain student and spectator supervision and control, the Association will be asked to provide voluntary coverage to fulfill chaperone responsibilities.
9. Supplemental assignments will be made only with the approval of the teacher to be assigned.

ARTICLE XVII

ASSOCIATION MEETING TIME

- A. The Board agrees to provide the Association with a total of eight (8) person days per year, of absence from teaching duties, with pay, for the President of the Association and/or his/her designated representatives to conduct Association business. At no time will more than three (3) representatives of the Association take such leave at the same time.

- B. The maximum of eight (8) person days per year will not be deducted from accumulated sick days or personal leave days.

ARTICLE XVIII

ACCESS TO PERSONNEL FILE and TEACHER DISCIPLINE

There shall be one (1) official personnel file for each teacher. No material shall be placed in any teacher's file unless the teacher receives a copy of the same with the exception of those materials relating to pre-employment data and references. This official file shall be maintained in the central offices and shall be available for inspection and written reply by the teacher during normal school hours; and/or his/her Association representative with the teacher's written approval authorizing such inspection. The aforementioned confidential material shall remain confidential and shall not be subject to inspection.

Teachers shall be informed by the school administration of any written or substantive comments and/or criticisms made by the parents, students or others relative to his/her employment responsibilities in the District. Except for observations, evaluations or other documented commentaries of an official nature pertaining to teaching duties and assignments made or proposed by administrative personnel and/or department chairpersons, matters or allegations of a derogatory nature which are proven to be untrue to the satisfaction of the Superintendent of Schools, shall be removed from the file. The question of removal of such matters other than those previously excepted or allegations shall be subject to the grievance procedures contained herein.

Unless the circumstances require otherwise, no teacher shall be disciplined or reprimanded by a supervisor in public.

ARTICLE XIX

ACCESS TO DATA

The School District, upon written request, shall make available all public information relating to the Westfield Central School District to the Westfield Teachers' Association.

ARTICLE XX

GRIEVANCE PROCEDURE

A. Definitions

1. **Grievance** shall mean any alleged violation of the terms of the contract.
2. The **aggrieved party** is any person, group or persons or the Association filing a grievance.

B. Procedure

1. Step I - Informal. The aggrieved party will first take the matter up informally or verbally with his/her immediate supervisor. The aggrieved party may be accompanied by a designee of the Association. All grievances must be initiated at the Step I - Informal within fifteen (15) school days of the occurrence of the action or the time the aggrieved party first had knowledge of the action.
2. Step II - Written. If the grievance is not resolved informally within five (5) school days, the aggrieved party may, within the next five (5) days, reduce the grievance to writing and present it to the Superintendent of Schools. If the aggrieved party does not comply with the time limit prescribed, the grievance shall become null and void. The five (5) school-day period may be extended by mutual consent of both the aggrieved party and the Superintendent of Schools.
3. Step III - Binding Arbitration
 - a. The grievance shall be submitted to binding arbitration if it is not resolved by the Superintendent of Schools within ten (10) school days of its presentation. The Association may, if it determines the grievance meritorious, within the next ten (10) school days so indicate in writing to the

Superintendent of Schools. If the Association does not comply with the time limit prescribed, the grievance shall become null and void. The ten (10) school-day period may be extended by mutual consent by both the Association and the Superintendent of Schools.

- b. The arbitrator may be selected by mutual agreement of the parties. Failing mutual agreement, the American Arbitration Association rules and procedures will be followed.
- c. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- d. The arbitrator's decision shall be final and binding upon all parties and teachers.
- e. One-half (1/2) of the fees and expenses of the arbitrator shall be paid by the District and one-half (1/2) by the Association. All other expenses incident to the arbitration, including compensation of witnesses, shall be paid by the party that incurred them.

C. Other Conditions

- 1. If a grievance affects a group of teachers, or appears to the Association to be associated with system-wide policies, it may be submitted by the Association at Step II described above.
- 2. The aggrieved party shall be entitled to representation designated by the Westfield Teachers' Association at all steps of the grievance procedure.
- 3. All meetings involving grievances will be held after school hours.
- 4. An extension of the time limit shall not be unreasonably withheld by either party. Such extensions of time shall be in writing.

D. Election of Forum

If a grievance is submitted to arbitration, such submission shall constitute an election of forum by the grievant and by the Association and constitutes a waiver and a bar to any and all rights the grievant or the Association has or may have to submit the subject matter of the grievance for resolution or review to any agency

or tribunal (whether judicial, executive, administrative or legislative) not provided for in this grievance procedure. A grievance which alleges conduct that violates this Agreement and which also may violate a law, or rule or regulation having the force and effect of law, may not be submitted to arbitration if the subject matter of the grievance has been or is being simultaneously submitted by the grievant or the Association to any other agency or tribunal (whether judicial, executive, administrative or legislative) for resolution or review.

E. Binding Arbitration; Alternative to 3020a Procedures

1. A tenured teacher shall have the option of electing the 3020a procedure or Binding Arbitration if 3020a charges are instituted against the teacher.
2. If a tenured teacher is served by the District with a written statement specifying charges pursuant to Section 3020a of the Education Law, he/she shall, within ten (10) calendar days of receipt of the statement, notify the Clerk of the Board in writing whether he/she desires:
 - a. a hearing pursuant to the Education Law (Section 3020a);
 - b. a hearing by an arbitrator under the rules of the American Arbitration Association; or
 - c. to waive his/her rights to both a hearing pursuant to the Education Law and a hearing by an arbitrator in which case, the Board of Education shall determine the charges and the penalty without a hearing.
3. Failure to notify the Clerk of the Board in writing shall constitute a waiver of any and all rights to any hearing in which case the Board of Education shall determine the charges and the penalty.
4. If the notice states the teacher's desire for a hearing pursuant to the Education Law, such notice shall constitute a waiver of his/her right to a hearing by an arbitrator.
5. If the notice states the teacher's desire for a hearing by an arbitrator, such notice shall constitute a waiver of his/her right to any further proceedings pursuant to the Education Law. The Association shall send a letter to the American Arbitration Association requesting arbitration under its rules within five (5) working days of the (E.2.b.) notification above. The letter will identify the name of the teacher and a copy of the written statement specifying charges.

6. Suspension shall be with pay if either option is selected except there shall be no pay or benefits for lack of certification.
7. The standard of proof for Binding Arbitration shall be the same as the standard of proof for the 3020a procedure.
8. If the charges are determined by means of a hearing pursuant to the Education Law, that decision may be appealed only in the manner provided by law for the appeal of such decisions. If the charges are determined by means of a hearing before an arbitrator, that decision may be reviewed only in the manner provided by law for the review of arbitration decisions.

ARTICLE XXI

BEREAVEMENT

All teachers shall be allowed a bereavement leave with a maximum of three (3) working days for each instance of death in the immediate family and/or immediate family of the spouse.

- A. Immediate family or immediate family of the spouse shall be defined as: husband, wife, child, sister, brother, father, mother, or person in loco parentis, grandparent, grandchild, spouse's parents, also any other member of the family if living in the same household.
- B. For death of others, one (1) working day may be granted upon the request to the Superintendent of Schools.
- C. An additional two (2) days Bereavement Leave shall be allowed for the death of a spouse, child, parent or parent-in-law not to be charged to sick leave.

ARTICLE XXII

JURY DUTY

The Board of Education will grant leave to those employees who have been duly selected and required to perform jury service. The days granted will **not** be deducted from accumulated sick leave, personal leave or from salary. The employee will receive regular salary/wages during the period of jury service.

Written request for such leave is to be made to the Superintendent of Schools with as much advance written notice as is possible.

ARTICLE XXIII

NOTICE OF ABOLISHMENT OF POSITION

Whenever reasonably possible, the District will give at least sixty (60) calendar days notice prior to the end of the school year to those teachers whose positions are to be abolished or reduced for any part of the succeeding school year that such action will occur.

ARTICLE XXIV

SEVERANCE BENEFIT

A teacher whose active employment is discontinued due to a reduction in force will be eligible for full coverage of hospital insurance for one (1) year with the teacher assuming full cost thereof provided that the insurance company permits such participation.

ARTICLE XXV

CHAPERONING

K-12 teachers may be required to chaperone one (1) event annually without compensation in accordance with the following:

- a) Teachers will not be required to chaperone events for which compensation was provided in the 1995/96 school year.
- b) The respective principals shall schedule chaperoning duties.
- c) Teachers may volunteer to chaperone an event to meet this requirement.

ARTICLE XXVI

TEACHER WORK DAY

- A. The district-wide teacher work day shall be from 7:45 A.M. until 3:15 P.M.. The Westfield Teachers' Association agrees to re-open negotiations on the hours of work issue (specifically the starting and ending times of the work day, but not an extension of the length of the day) and negotiate a change from the present hours, if requested to do so by the District, during the term of this Agreement.
- B. Every other month (five (5) times during the school year), the District may hold a K-12 staff meeting for a duration of up to forty-five (45) minutes beyond the

normal work day. The agenda for such meetings shall be determined by an agenda committee consisting of three (3) District Administrative representatives and three (3) Westfield Teachers' Association representatives. The Westfield Teachers' Association representatives shall be appointed by the President of the Westfield Teachers' Association. The Superintendent of Schools shall appoint the District representatives.

- C. Each middle school and high school teacher shall be responsible for foyer supervision from 7:20 A.M. until 7:35 A.M. up to five (5) times per year. (Middle and high school teachers will receive breakfast without cost, if desired.) Each elementary teacher shall be responsible for bus/student pick-up supervision from 3:15 P.M. until 3:30 P.M. up to five (5) times per year. The teacher's responsibility will end with the pick-up by the last bus or at 3:30 P.M. when they will be relieved by an administrator. This supervision will occur with the teacher on the bus circle unless there is inclement weather (snow, rain, extremely cold temperatures for example), in which case student bus riders will be kept and supervised in the kindergarten-first grade hallway. In both cases, an administrator will be available in the building to assist in emergency situations since there will only be one (1) teacher assigned for each duty per day. The rotation schedule will be developed by the Westfield Teachers' Association and will assign one (1) teacher per day at each of these times.
- D. Beginning with the 2000/2001 school year, unless there are modifications in the Commissioner's Regulations or a special exception agreed upon by the District and the W.T.A., no high school/middle school non-tenured teacher shall be required to teach more than six (6) class periods or three (3) class blocks, or the equivalent thereof. A tenured teacher may agree to exceed this limit.

ARTICLE XXVII

SECTION 125 PLAN

The District shall establish a full Flexible Benefit 125 Plan that is mutually agreeable to both parties.

It shall include a three thousand dollar (\$3,000.00) limit to the section for unreimbursed medical expenses. The administrative fees shall be shared equally by both the District and the teachers.

See Memorandum of Understanding

ARTICLE XXVIII

SCHEDULE CHANGES

Teachers shall be notified by August 1st of each year of any changes to their schedules. Such notification shall not prohibit the District from making schedule changes, which it deems necessary, subsequent to August 1st.

ARTICLE XXIX

ELEMENTARY CLOSE OUT SCHEDULE

For the purpose of year end close out, the following schedule will be followed at the elementary level:

Friday of the next to last week will be one-half (1/2) day for students.

The last day of school will be a report card day and the day proceeding report card day will be one-half (1/2) day for students.

ARTICLE XXX

MISCELLANEOUS

- A. This Agreement constitutes the full and complete "Agreement" between the parties. It may not be altered, changed, added to, deleted from or modified except by the voluntary, mutual consent of the parties in a written amendment signed by both parties to this Agreement.
- B. This Agreement supersedes any rules, regulations or practices of the Board or the Association which are contrary to or inconsistent with its terms.
- C. Any individual arrangement, agreement or contract between the Board and an individual in the unit, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- D. If any provisions of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted

by law, but all other provisions or applications shall continue in full force and effect.

E. **School day or working day** shall mean any day a teacher is required to be in attendance.

F. Copies of the Contract

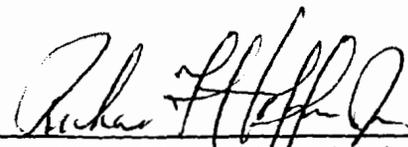
The Board agrees to provide the Westfield Teachers' Association with fifteen (15) extra copies of the contract in addition to one (1) for each member at no cost for the Association.

ARTICLE XXXI

DURATION OF AGREEMENT

Except where otherwise stated to the contrary with respect to particular provisions herein, this Agreement shall take effect on July 1, 2004 and shall remain in effect until June 30, 2007.

WESTFIELD TEACHERS'
ASSOCIATION:

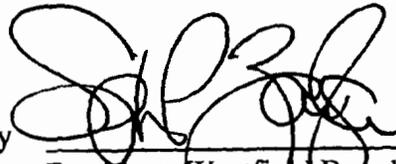
By 

President, Westfield Teachers'
Association

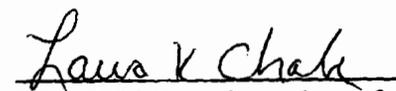
By 

Chief Negotiator

WESTFIELD CENTRAL SCHOOL
DISTRICT:

By 

President, Westfield Board of
Education

By 

Westfield Superintendent of
Schools