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#### Contract Database Metadata Elements

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**AGREEMENT**

**Between**

**FLORIDA TEACHERS' ASSOCIATION  
(Teachers Unit)**

**And**

**FLORIDA UNION FREE SCHOOL DISTRICT**

**JULY 1, 2012 – JUNE 30, 2015**

*DM*  
*EH*

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**AGREEMENT**, made and entered the 20th day of September, 2012, by and between the **FLORIDA UNION FREE SCHOOL DISTRICT** (hereinafter referred to as the “District”), Towns of Warwick and Goshen, Orange County, New York and the **FLORIDA TEACHERS ASSOCIATION** (hereinafter referred to as the “Association”).

## **ARTICLE I – RECOGNITION**

The Board of Education of the Florida Union Free School District (hereinafter referred to as the “District”), hereby agrees to recognize the Florida Teachers Association (hereinafter referred to as the “Association”) as the sole and exclusive bargaining representative of the full-time and part-time teachers, teaching assistants, and registered nurses employed by the District with regards to the salary schedules, rates of pay for extracurricular duties, and all terms and conditions of employment pursuant to Section 204 of the Taylor Law.

## **ARTICLE II – TEACHER COMPENSATION**

### **A. Salary Schedules**

1. The salary/experience schedules effective for the duration of this contract are annexed hereto as Appendix A.
2. Teachers hired on or after July 1, 2012 who possesses a BA Degree will be compensated at 90% of the appropriate experience placement on the MS Salary Chart. The salary will remain at the 90% level of each successive year of experience until the MS degree is completed. Experience designation is at the sole discretion of the District.
3. Effective July 1, 2012, teachers placed on the BA salary experience schedule as of June 30, 2012 will be compensated at 90% of the MS salary experience schedule or receive a 3.75% salary increase for the 2012-2013 school year whichever is larger.
4. Effective July 1, 2012, Registered Nurses will be compensated at 75% of the appropriate experience placement on the MS Salary Chart. The salary will remain at the 75% level of each successive year of experience credited through the completion of the 12<sup>th</sup> year of service to the district.
5. The Licensed Teaching Assistant will receive an annual salary of 50% of the first year of experience placement on the MS Salary Chart.

Handwritten signature and initials, possibly "DM" and "GH", in the bottom right corner.

B. Longevity

1. Effective July 1, 2012, teachers who are beyond Step 20 on the salary/experience chart will receive longevity increases as described below. Longevity payments, once awarded, are cumulative:

	12-13	13-14	14-15
21 <sup>st</sup> year of credited service	\$1,558	\$2,079	\$2,605
23 <sup>rd</sup> year of credited service	\$2,442	\$2,466	\$2,491
25 <sup>th</sup> year of credited service	\$2,442	\$2,466	\$2,491
28 <sup>th</sup> year of credited service	\$2,442	\$2,466	\$2,491

2. Teachers hired on or after July 1, 2012 will receive longevity credit based on years of direct service to the district.
3. Longevity payments, once awarded, are cumulative.

C. Payment of Approved Graduate Hours

1. Pre-approved graduate credit hours taken prior to January 31, 1992 will be compensated at the rate of \$37.50 per credit hour. Compensation at the rate of \$40.00 per credit hour will be applied to credits earned after February 1, 1992.
2. Effective July 1, 2012, pre-approved graduate credit hours required to secure the Masters leading to professional/permanent level certification in the assigned tenure track will be compensated at the rate of \$50.00 per credit hour until completion of the MS degree. The \$50.00 rate will be effective for new graduate hours submitted for compensation on or after the first payroll in September, 2012. Upon documented completion of the MS degree, the salary will convert to the MS or MS+30 (if MS+30 is required for professional/permanent level certification) experience charts and payment for the hours required to reach the MS or MS+30 level will discontinue. Approved course work may include courses taken toward certification in administration. To qualify for payment, a grade of "B" or above must be achieved in the course.
3. Application for approval of courses to be used for salary credit must be made in writing to the superintendent, prior to registration for the course. Transcripts of work completed must be submitted to the superintendent prior to the first pay period in October and February, as applicable. No payment will be granted on requests filed after the first pay period in October, until the next posting period in February. No payment will be granted for more than sixty (60) hours beyond the B.A.



4. Newly acquired credit hours for graduate credits and in-service course work shall be posted twice each school year, on or before October 1, and on or before February 1.
5. Registered Nurses shall not be entitled to credit reimbursement.

D. In-Service Credit

1. Effective July 1, 2010, all unit members that have been granted tenure shall be required to take at least one (1) credit (15 hours) of in-service course work every three (3) years, as previously approved by the Superintendent of Schools, unless otherwise required by law. The time when such course work will be instructed shall be arranged by the Superintendent in consultation with the Association. The per credit rate for such in-service course work shall be \$25 for credits earned on or before June 30, 2011. The per credit rate for credits earned on or after July 1, 2011 will be \$35.
2. Professional development that leads to the award of in-service salary credit will require the prior approval of the Superintendent, or the Superintendent's designee.
3. Probationary unit members may elect to participate in in-service courses and shall be compensated at the credit rate as set forth above.

E. Proper Step

All teachers are to be compensated according to their proper placement on the salary experience schedules annexed hereto as Appendix A. Each step eligible employee shall advance one step from their experience placement each year.

F. Class Coverage

The District will endeavor to obtain a substitute teacher whenever a teacher is absent. When no substitute teacher is available, unit members who have volunteered may be assigned to cover classes. In accordance with the above, each building principal will maintain a list of unit members who volunteer to be assigned to class coverage when a substitute teacher is not available. Those who volunteer will indicate the period(s) during which they are available for such assignment. Unit members who are assigned to class coverage will be compensated at the rate of twenty (\$20.00) dollars per class period. To the extent possible, class coverage assignments will be distributed evenly among those who have volunteered. Further, teachers who have not volunteered may be assigned class coverage. Care will be taken to avoid overuse of this provision.

G. Facilitators and In-Service Trainers

Facilitators shall be paid at the rate of \$30.00 per hour. In-service course instructors shall be paid at the rate of \$50.00 per hour.

H. Curriculum Preparation

Teachers who participate in curriculum preparation outside of the teacher work year shall be compensated at the rate of \$128.00 per day. The day shall consist of five (5) hours including a thirty (30) minute lunch period.

### **ARTICLE III – LEAVES OF ABSENCE**

A. Annual Allotment

A total of fifteen (15) days will be granted to each teacher, to be allocated as follows: Twelve (12) days of sick leave, of which eight (8) may be used for illness in family, and three (3) days for personal leave, which days may be used for sick leave if necessary. Sick leave may not be used as personal leave. Any unused days may be accumulated up to a total of 225 days. Unused personal days will be converted to sick time at the end of each school year.

B. Sick and Personal Leave Usage

1. Eleven-month employees shall receive sick leave on a prorated basis.
2. Teachers absent for more than five (5) consecutive days, or where the number, timing and/or duration of absences raises a concern, may be requested to submit a doctor's certificate.
3. Personal leave is to be used for personal business matters which can only be transacted during the regular workday. Teachers desiring to use such leave must submit a written request to the Superintendent three (3) workdays in advance, except in cases of emergency. No specific reason needs to be given for taking the leave, but the teacher shall sign a statement verifying the leave is for personal business matters which can only be transacted during the regular workday. Employees shall not be allowed to use personal leave on the day preceding or following a holiday, vacation or recess.
4. Each teacher within the District shall be apprised of the number of sick days that have been credited to said teacher during his/her employment in the School District. The notification is to be included with the last check in June.



5. In the event of the need to be absent from work for any reason, the unit member will follow required protocol to secure a substitute as soon as possible. Each unit member will notify their supervising administrator of the absence including the reason for absence.

C. Sick Leave Bank

1. An emergency sick leave bank is hereby established to provide against the economic effects of a long-term illness and/or accident which would cause an employee to exhaust accumulated sick time.
2. All full and part-time (prorated) faculty members in the unit who contribute shall be eligible to use the sick leave bank. Contributions by participating members shall be at the rate of two (2) days the first year and shall be made on forms provided by the Association, with District approval by October 1<sup>st</sup> of each year.
3. A Sick Leave Bank Committee shall be established, consisting of two (2) members, one appointed by the President of the Association and one appointed by the District.
4. If at any time during the academic year the number of days in the sick leave bank falls below forty (40), the participating unit members will be assessed an additional contribution of two (2) days per member.
5. Use of the sick leave bank shall be governed as follows:
  - a) The member must have exhausted all accumulated sick leave.
  - b) In applying for sick leave bank benefits, the member shall provide the Sick Leave Bank Committee any documents deemed necessary by committee members regarding the nature and expected duration of the disabling condition. Such documentation would include at a minimum, but not be limited to, certification of the condition by a physician or other licensed health care provider.
  - c) The Committee shall render its decision as soon as reasonably possible on each application submitted. In the event that an applicant's absence requires use of more than forty (40) working days, the committee shall meet to determine renewal or non-renewal of the application. Decisions of the committee are final and not subject to any appeal or to arbitration.
  - d) In any event, the maximum number of days the committee will allocate to any one illness is two hundred (200) days.
  - e) Any unit member who has accumulated the maximum number of sick leave days (225) can contribute up to a maximum of (2) additional days of his/her unused sick leave per year to the sick bank.





D. Jury Duty

1. A unit member who is summoned for jury duty must request deferral in writing, with a copy to the Superintendent, until after the end of the academic year. In the event that such request is denied, then on proof of attendance at jury duty the unit member shall be compensated as defined in Article III, D-3 below.
2. A unit member who is absent due to a court appearance required by subpoena and related to school business in the appropriate conduct of the employee's professional responsibilities shall be granted a leave of absence with pay for the time required to travel to, participate in, and return from the assigned court date. On proof of attendance at court the unit member shall be compensated as defined in Article III, D-3 below.
3. The employee making court appearances as defined in Article III, D-1 and 2 shall be entitled to the difference between his/her daily pay less fees received as a witness or juror. To comply with this requirement, the employee will submit documentation to the Superintendent that includes times and dates of service, a record of any court fees paid to the, and/or a record of any mileage fees paid to the unit member within five (5) days of the end of court service. Mileage fees provided by the Court are retained by the employee.

E. Bereavement Leave

A three (3) day bereavement leave will be granted to a unit member because of death in the immediate family, being spouse, children, step-children, and grandchildren of the employee, as well as grandparents, mother, father, step-mother, step-father, brothers, and sisters of both employee and spouse without loss of pay or sick time. A one (1) day bereavement leave may be granted to attend the funeral of an uncle, aunt, niece, or nephew of the teacher or teacher's spouse. This leave is not to be accumulative.

F. Child Care Leave

1. A child care leave of absence may be used by a teacher to permit him/her to care for a newly-born infant, foster child or adopted child, and may be used prior to the birth or adoption to attend to matters in preparation for same. Such leave shall be without pay or other benefits, and shall not exceed two (2) years' duration unless extended by the District. Applications for such leaves shall be made at least sixty (60) days prior to the intended commencement of such leave, where possible. The application shall include the dates requested to leave and return.

2. Child care leave shall commence at the beginning of the school year, or at the start of the second semester whenever possible. Such leaves shall terminate on September 1. Time spent on such leave will not be credited for advancement on the salary schedule, seniority, probationary service or longevity.
3. Upon return to the District, a teacher will be placed in a position similar to the one held prior to such leave.
4. The employee shall provide the District written notification of his/her intention to return at least thirty (30) days prior to the return date of the leave.

G. FMLA Leaves:

Whenever FMLA leave is designated, that leave time shall run concurrently with any other paid contractual leave.

**ARTICLE IV – EXTRA DUTY**

A. Pay Schedule

The extra duty pay schedule shall be as indicated in Appendix B.

B. Assignment of Extra Duty

1. Employees of the bargaining unit shall have first consideration in the assignment of extra duties: Written notification of interest must be submitted not later than June 30 of the year prior to the school year in which the appointment is desired. For activities which commence other than in the first (1<sup>st</sup>) semester, written notification of interest must be submitted sixty (60) calendar days prior to the start of said activity in the event that the June posting did not result in an appointment to the position. Should no written notification be so submitted, the Board reserves its right to advertise and assign outside the bargaining unit.
2. Seniority shall be considered in making these assignments.
3. All prospective openings shall be posted and interested unit member applicants shall be given an interview before the final selection is made.

C. Clubs or Extracurricular Activities

1. When a request for a club or extracurricular activity is initiated by a superintendent and/or principal, a stipend will be set by the Board of Education.
2.
  - a) A teacher seeking to initiate a new club or extracurricular activity must make his/her proposal by May 1, preceding the year in which the activity would commence. Prior to June 30 of the preceding school year the principal shall indicate in writing to the proposing teacher whether or not the activity will be conducted during the following school year. The club or extracurricular activity shall be performed for one year, at the completion of which an evaluation will be completed by the Administration and presented to the Board of Education in order for it to consider whether such activity shall continue for the following year. At the end of that one-year period a re-evaluation, as described above shall occur. The District shall only sponsor clubs and/or activities for which it shall compensate the club/activity advisor. All such clubs/activities shall require the prior approval of the district. New teachers hired after May 1 have until November 1, preceding the school year in which the activity would commence, to make their proposal.
  - b) In order to determine what clubs or extracurricular activities are being conducted in the District, the building principal shall be responsible for compiling a list of clubs or extracurricular activities. Such list shall be compiled at the beginning and at the middle of each school year and shall note whether an activity is in its first or second year, for which an evaluation is due by the end of the year. Said list shall be presented upon completion to the Superintendent of Schools, Board of Education and FTA President.
  - c) For the purposes of this provision interscholastic athletic activities are not included within the definition of "club" or "extracurricular activity."

**ARTICLE V – DUES AND OTHER DEDUCTIONS**

A. Voluntary Dues Deductions

The District agrees to the deduction from the salaries of its teachers' dues for the Association and any of its affiliates as said teachers individually and voluntarily authorize the District to deduct and to transmit the monies promptly to the Association.



B. Maintenance of Fee Obligation

Unit employees employed as of September 1, 1982, and who have paid membership fees to the Association, shall continue to pay said fees, or their equivalent. Unit members employed as of July 1, 1982, or thereafter, and unit members employed prior to September 1, 1982, who as of said date are not paying fees, shall not be required to pay equivalent fees unless and until they have voluntarily paid such membership fees for a period of five (5) school months. Payment of such fees shall be made by payroll deductions.

C. Procedure for Dues Deductions

1. Deductions referred to in Section A shall be made in the following manner: The total annual membership dues for those designated professional associations certified as mentioned above shall be deducted from twenty (20) paychecks in equal installments starting with the second teacher paycheck in September, provided that two (2) weeks in advance thereof the Association has provided the District with a list of employees with current authorizations.

The District agrees to honor cards that automatically renew, so long as they are on file and are written in accordance with the provisions of law.

2. The District shall, following each pay period from which a deduction is made transmit the amounts deducted to the Association. Said deductions may also include VOTE/COPE and the NYSUT Benefit Trust.
3. In case of termination of employment, the District shall deduct the remainder of the annual dues for the year from the final check. If a teacher should leave his/her employment immediately after a pay period and has not completed his/her dues payment, the District is not responsible for the balance.

D. Payroll Deduction for Credit Union

The District will provide payroll deduction for an established credit union, with up to four (4) changes each year.

**ARTICLE VI – PAY PERIODS**

- A. Pay checks shall be distributed every other Wednesday. The pay periods shall begin on the second Wednesday after the initial conference day in September. In the event a pay period falls on or within a holiday, the checks will be distributed on the regularly scheduled pay day. Employees may make arrangements with the payroll clerk to either pick up their checks or have their checks mailed to their



home addresses. Employees utilizing direct deposit will follow standard procedures.

- B. In the event an employee desires to establish or change a salary deduction (e.g., taxes withheld, annuity, credit union, etc.) said employee must complete all necessary forms and submit the forms to the Business Office no less than two (2) weeks prior to the payroll date. The number of annuities chosen may not exceed fifteen (15).
- C. Notice of Pay Option: Salaried members of the bargaining unit shall select and submit by June 30<sup>th</sup> of the preceding school year, to be paid on a twenty- two or twenty-six pays plan for their annual compensation.

## **ARTICLE VII – INSURANCE**

### **A. Health Insurance**

- 1.
  - a) Insurance coverage is under the Orange-Ulster School District Health Plan.
  - b) Effective July 1, 2012, all unit members shall contribute 9% towards the cost of individual and family health insurance premiums. Effective July 1, 2013, all unit members shall contribute 9.5% towards the cost of individual and family health insurance premiums. Effective July 1, 2014 all unit members shall contribute 10% towards the cost of individual and family health insurance premiums.
  - c) The District shall deduct employee health insurance premium contributions for ten (10) month employees that cover the following July and August over twenty (20) pay periods beginning with the second paycheck in September. Should a 10 month employee cease to receive District health insurance coverage for the following July and August, the District shall promptly (within twenty (20) calendar days) reimburse an employee for the amount due to him/her upon his/her termination of said health insurance benefits.
  - d) Unit members hired on or before November 15, 2001 must work for at least five (5) years in the Florida Union Free School District immediately before retirement, to be entitled to receive retiree health insurance benefits funded through the District. Unit members hired after November 15, 2001 must work for at least ten (10) years in the Florida Union Free School District immediately before retirement, to be entitled to receive retiree health insurance benefits funded through the District. Unit members hired after July 1, 2012 must work for at least fifteen (15) years in the Florida Union Free School District immediately before retirement, to be entitled to receive retiree health insurance benefits funded through



the district. Retirement is defined as receiving pension benefits from the appropriate retirement system (e.g. ERS/TRS).

- e) Unit members who retire on or before June 30, 2008 who select individual retiree health insurance will receive said coverage at no cost to the retiree. Unit members who retire on or before June 30, 2008 who select family retiree health insurance will be responsible for 50% of the difference in cost between the individual premium and the family premium.
- f) For unit members who retire on or after July 1, 2008, the District's funding obligation towards the cost of retiree health insurance premiums shall be based upon the actual cost of family health insurance and not the difference in cost between the cost of individual insurance and the cost of the family premium as follows:

<u>Years of Service in the Florida UFSD</u>	<u>District Premium Contribution Requirements</u>
10-14 years	75% individual/60% family*
15-24 years	90% individual/75% family*
25-29 years	90% individual/80% family*
30+ years	100% individual/80% family*

Such years of service shall be immediately before retirement for there to be entitlement to receive retiree health insurance benefits funded through the District. Retirement is defined as receiving pension benefits from the appropriate retirement system (e.g.: ERS/TRS).

\* See proviso at Article VII (A)(1)d. and VII (A)(1)e. above for graduated access to and level of this benefit.

- g) Members of the Association who provide the District with written proof that they are covered by a spouse's health plan may withdraw from the District's family health plan during the life of the agreement. They shall receive \$1,000 for each twelve (12) month period they remain uncovered under such plan at the end of such 12-month period. There shall be a dual coverage restriction for members in each bargaining unit whose spouse is also eligible for coverage in the Orange-Ulster School District Health Plan, such that unless both opt for individual coverage, they shall be limited to one family plan paid for by the spouse's school district of employment. Where such other district has a dual restriction policy/contractual provision, the rules of the health plan will determine which District shall provide the family coverage. Those unit members who are subject to the dual coverage restriction shall

be entitled to the buy-out amount set forth above. New employees joining the District during a school year who opt out of the Plan will receive a prorated payment from the period of their time of hire until June 30. All other teachers must opt out for the period from July 1 to June 30; said decision must be made to the District in writing by March 1. Nothing contained herein shall preclude a member from reentering the Plan within any twelve (12) month period, provided, however, that in the case of a member who reenters in less than twelve (12) months during any such period no payment shall be made for that period. Any member who does withdraw must authorize such withdrawal by signing a written form to be provided by the District.

The Association agrees to cooperate with the District to identify and recruit a minimum of five (5) additional employees, for a total of 24 employees, who would be eligible and willing to commit to the District's health insurance "buyout" at a rate of \$3,000 per year for the duration of the contract (unless there is a qualifying event that makes the District's coverage the only coverage available). If the number is not reached in the first year of the contract, the option remains available to initiate in either of the remaining years.

2. The District shall maintain an expanded 125 Internal Revenue Code Plan. The plan will include child/elder care and/or unreimbursed medical expenses according to IRS requirements and limits. Unit members utilizing the plan will be allowed to make withdrawals only up to the amount insured by the carrier during the portion of the year that the balance in the employee's account is not sufficient to cover the claim. The plan shall be administered at no cost to the District through a Third Party Administrator.

B. Welfare Fund

The District shall contribute \$1,118.00 per employee per year for a welfare fund. The District's contribution to the Welfare Fund shall be made in two (2) equal installments on September 1<sup>st</sup> and November 15<sup>th</sup>. The Association shall provide the District with an audited financial statement of the fund by June 30<sup>th</sup> of each year.

**ARTICLE VIII – CONVERSION OF UNUSED SICK LEAVE**

Upon retirement, teachers shall be compensated for each unused sick day. Compensation shall be at the rate of \$32.00, effective July 1, 2010 and \$40.00, effective July 1, 2011 for each unused accumulated sick day up to two hundred twenty five (225) days. All such monies shall be paid into the employee's Section 403(b) IRC Tax Sheltered Annuity, as a non-elective direct



employer contribution, without a cash option. Upon receipt of the notification from the employee of the intent to retire, the District shall forward all paperwork for establishing a Section 403(b) IRC Tax Sheltered Annuity account if necessary. The retirement is construed as meaning that the retirement is based on the New York State laws. A person who leaves this system and is not entitled to retirement compensation at that time is not entitled to the benefits of this article. Unit members shall notify the District in writing of their intent to retire by March 20th of the year they intend to retire. The Superintendent may approve requests not meeting the March 20th deadline due to unique and special circumstances.

## **ARTICLE IX – GRIEVANCE PROCEDURE**

- A. A grievance is a claimed violation, misinterpretation, or inequitable application of the terms and conditions of this agreement.
- B. The grievance shall be initially submitted in writing to the party or parties who are alleged to have violated the contract within fifteen (15) school (working) days of the date on which the act grieved occurred. The grievance shall specify the provision claimed to have been violated and the remedy requested. Summer grievances shall be week days.
- C. All grievances shall be processed through the Association grievance committee who shall have the exclusive right to process a grievance.
- D. The Association and the District shall attempt to resolve all grievances within thirty (30) working days of the original written submission. This may be done either on an informal or formal basis.
- E. **Arbitration Stage of Grievance Procedure:**

Should the matter not be resolved in “D” above, the Association may submit the grievance to final and binding arbitration.

- 1. The matter shall be heard before one of the following arbitrators selected on a rotating basis, to the extent practicable:
  - 1 – Bonnie Siber-Weinstock
  - 2 – Louis Patack
  - 3 – Jeffrey Selchick
  - 4 – Howard Edelman
- 2. The arbitrator’s decision will be accepted by both parties as final and binding.
- 3. The costs of the arbitration shall be divided equally between the District and the Association.



4. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions of the issues submitted.
5. The arbitrator shall confine him/herself to the interpretation and application of the terms of this agreement, and shall have no power to add to, subtract from, or modify the terms of agreement nor to interfere with the proper exercise of the judgment or discretion of the District and the Superintendent under law and this agreement.

#### **ARTICLE X – EVALUATION**

- A. The District and the Association agree that the purpose of evaluation shall be to improve instruction and to evaluate a teacher's performance.
- B. The responsibility for the implementation of this article rests solely with the District and its administrative staff and shall be in conformance with the purpose of evaluation, and as defined in the District's Annual Professional Performance Review (APPR) Plan which shall be updated as required by law and regulation.

#### **ARTICLE XI – TEACHER'S FILES**

- A. Within ten (10) days of filing material by the Superintendent or designee in the official teacher file, the teacher will be forwarded a copy. A notation of the manner in which the copy was submitted to the teacher and the date of such submission will be made in the file.
- B. Materials which allege a deficiency in a teacher's conduct, service, character, or personality, will only be placed in the file after the teacher has had the opportunity to review the material and affix his/her signature to the copy to be filed. It is understood that signing, or failing to sign, the file copy in no way indicates agreement with the content of the material, and after proper service on the teacher, the District has the right to file the material without signature.
- C. The teacher shall have the right to submit on his/her own initiative material that reflects favorably on his/her teaching or professional service in the District.
- D. At an agreed upon time, no more than four (4) working days from a written request, teachers will have the right to review the contents of their official file and to make copies of any document in it. Copies of any document shall be made at the expense of the teacher at the approximate cost to the District. A teacher will be entitled to have a representative of the Association accompany him/her during such review.



## **ARTICLE XII – CLASS ASSIGNMENTS**

- A. Teachers in Grades 7 through 12 will be limited to five (5) class periods of instruction per school day. In addition, such teachers shall not be assigned to more than one (1) supervisory period (study hall, lunch duty, hall monitoring) per day.

Supervisory assignments (hall duty, homeroom and bus duty) may be made during the fifteen (15) minutes prior to the starting of the high school class day and six (6) minutes at the close of the class day. Those assigned bus duty will not be given a morning assignment. All assignments will be made in a fair and equitable manner.

B. **Sixth Class Assignments:**

1. Unit members may be assigned a sixth period teaching assignment. The rate of pay for compensable sixth class assignments shall be \$3,250.00 effective July 1, 2012, \$3,500.00 effective July 1, 2013, and \$3,750 effective July, 2014
2. Teachers assigned to 6 classes shall be entitled to the above payment if their average daily class load is 115 students or more (assessed and compensated on a monthly basis) or if they are assigned to 4 preparations (regardless of the number of students), for science, math, social studies, English, or foreign languages. It is agreed by the parties that AIS instruction that occurs during the time of the regular teacher work day will count as a sixth class provided that the teacher coordinates with the regular classroom teacher, prepares plans for the students and fulfills all administrative paperwork assignments.
3. Unit members whose sixth teaching assignment does not occur during each day of a cycle may be assigned to a duty assignment on the “off days.” The Association’s 1994-95 school year grievance regarding sixth assignments is hereby withdrawn with prejudice against re-filing and shall not be promoted to arbitration.

- C. Teachers in the elementary school shall continue to receive their current preparation time (K-3 teachers and specialists shall receive 30-40 minutes and 4-6 teachers shall receive 40 minutes). However, should the District reduce the staffing of specialists (art, music, library and physical education), the parties shall negotiate alternative arrangements so that elementary teachers shall continue to receive the preparation time as stated above.

D. Flexible Assignments:

Staff members who work in both buildings may be assigned the start and end time of the workday of staff at either building on any given workday of the week.

Teachers shall be given notice of their tentative assignment for the ensuing school year by June 1<sup>st</sup> or within 48 hours after the second vote upon the budget, when the first vote fails to gain voter approval.

Members of the unit who travel during the school day between buildings will not be assigned any supervisory duties.

E. Experimental Middle School:

The Association endorses the concept of the Experimental Middle School Program in its 2007-2010 school year form.

F. Classroom teachers in the elementary school shall not be required to supervise their classes during any special subject of instruction (e.g. art, music, PE, library), excluding chorus, but shall be promptly available to escort their classes at the end of the period.

G. Registered Nurses

Registered Nurses shall work the length of the teacher workday with 30 minutes for lunch, on days provided in the student calendar plus three (3) additional days as designated by the Superintendent. Starting time of the work day is to be designated by the Superintendent.

### **ARTICLE XIII – LUNCH PERIODS**

A. Allotment

All teachers shall be entitled to a lunch period of at least thirty (30) minutes each day.

B. Lunch Release Time – Elementary School

The following shall govern procedures for teachers who leave the elementary school building during their lunch period:

1. Teachers may leave during their own unassigned lunch period. No more than four teachers may leave the building at any one time.
2. Teachers must sign in and out, noting the times.



3. Abuses by an individual may lead to discontinuance for that individual.
4. It is understood and agreed that teachers, when present in the building, will respond to alarms, requests for assistance, and the like, in exigent circumstances.

#### **ARTICLE XIV – MILEAGE**

- A. Employees using their own cars for authorized inter-school travel and pre-approved school-related activities will be compensated at the current IRS rate. Such use must be authorized and required as part of regular duties.
- B. Mileage shall be paid upon submission of a voucher.
- C. Employees must use the school vehicle for travel to and from school related activities if it is available. If the school vehicle is available and the employee chooses to travel in his/her own vehicle, the employee shall not be reimbursed for mileage pursuant to Section A of this Article, as the same will be deemed an unauthorized use of the employee's own vehicle. Employees planning to attend the same conference or other activity that requires traveling, they must car-pool to the extent practicable, such that not more than one employee shall be compensated for each four employees attending the same conference or other activity.

#### **ARTICLE XV – FACULTY AND DEPARTMENTAL MEETINGS AND OTHER AFTER-SCHOOL ACTIVITIES**

- A. Faculty members shall reserve two (2) Monday afternoons per month, following student dismissal, for faculty or departmental meetings. The Administration shall give reasonable notice of such meetings to the faculty.
- B. EVENING AND AFTER-SCHOOL ACTIVITIES: As the District plans and holds evening programs such as Back to School Night and Parent/ Teacher Conferences, the following procedures will govern faculty responsibilities in relation to these events:

1. BACK TO SCHOOL NIGHT:

For Back to School Night, faculty members are expected to attend one (1) evening program of approximately ninety (90) minutes per year. If a faculty member is unable to attend due to illness, family emergency, or a scheduled college class (i.e., one from which the professor will not permit the teacher to be absent without penalty), on the next work day, the teacher and building principal will formulate a

plan for appropriate teacher-parent communication to take place. Note: teachers who are not able to attend Back to School Night shall give their respective building principal prior notice as early as possible.

## 2. PARENT/TEACHER CONFERENCES

Faculty members are expected to attend Parent/Teacher Conferences. If a faculty member is unable to attend due to illness, family emergency, or a scheduled college class (i.e., one from which the professor will not permit the teacher to be absent without penalty), he or she will notify his or her building principal prior to the scheduled conferences. Note: This includes afternoon as well as evening conferences. If alternative arrangements to communicate with parents have not previously been made, an absent teacher will meet with his or her building principal on the first work day following the Parent/Teacher Conferences to formulate a plan for appropriate teacher-parent communication to take place at a time and in a format mutually agreeable to the parents and the teacher after initial invitation to all parents by the teacher.

If a teacher fails to make up a missed evening Parent/Teacher Conference in accordance with the plan formulated with the building principal, he or she will have to remain at work for two (2) hours beyond the time his or her fellow teachers are released on the half-days the District has designated for early dismissal to perform school-related work. For example, for the 2010-2011 School Year, a Seward teacher who misses and fails to make up an evening conference will have to stay two (2) hours beyond dismissal, to perform school-related work, on one of the half-days designated by the District. The District will apply the same approach at Golden Hill: if an elementary teacher misses and fails to make up an evening conference, he or she will be required to remain at work two hours beyond the early dismissal, to perform school-related work, on the half-day designated by the District.

## **ARTICLE XVI – PART-TIME TEACHERS**

All part-time teachers will receive salary and fringe benefits on a prorated basis. Based on a six-period day, any high school teacher teaching five (5) periods will be considered a full-time teacher. Any part-time elementary teacher teaching 65% of instructional time of a full day will be considered a full-time teacher.

## **ARTICLE XVII – TUTORING AND ACADEMIC INTERVENTION SERVICES**

The District recognizes the evolving nature of Intervention systems, e.g. data related instruction, targeted instruction, special projects, vocabulary development, interdisciplinary connections, health and wellness, and emotional/social factors in learning. In response the District will



convene an Intervention Task Force to examine the after school Intervention program with the goals of:

- Improving the linkage between the after school and in-school intervention program
- Assuring that all teachers have a defined contribution to the after school effort
- Increasing effectiveness of efforts with students and
- Assuring equity in staff contribution and participation.

The Task Force will be convened by the Director of Instruction, and will provide a report and recommendations to the Superintendent no later than December 1, 2012. The current AIS after school program will be in place for the first semester of the 2012-13 school year. A restructured program approved by the Superintendent will commence effective the start of the second semester of the 2012-13 school year.

*Note: Upon adoption of a new after school AIS system, the language contained in this text box will automatically sunset.*

Only teachers teaching core academic subjects shall be required to provide AIS instruction. In the elementary school, core academic subjects include classroom, reading, math and special education teachers. At the middle/high school, core academic subjects include science, math, social studies, English, foreign languages and reading.

All teachers as defined above, in the middle/high school, shall be available beyond the school instructional day for one-half hour per week for AIS instruction during two blocks of ten consecutive weeks during the academic year. Teachers shall not be required to make up a snow day that occurs on a day AIS instruction is scheduled to be provided, and parent-teacher conferences shall not be scheduled on such a day. In addition, teachers shall not be required to make up a day of AIS instruction should school be closed for part of that week due to a scheduled holiday.

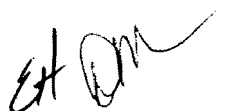
Elementary teachers will provide fifteen (15) half-hour sessions of after-school AIS per school year. However, should the census of AIS eligible students demand additional services then teachers may be required to perform from one (1) to a maximum of five (5) additional after-school AIS sessions. In no event will the total number of AIS after-school sessions exceed a total of twenty (20) sessions per year. The District, however, may hire full or part-time AIS teachers.

All grievances filed as of the date of this agreement regarding Academic Intervention Services are hereby withdrawn with prejudice against being re-filed in any forum.

## **ARTICLE XVIII – ASSOCIATION RIGHTS**

### **A. Copies of Board Minutes**

The President of the Florida Teachers Association will be supplied with the Minutes of all Board of Education meetings. Such copies will be transmitted



electronically, and at the same time as the transmission of such Minutes to the members of the Board of Education.

B. Notice of Staff Reductions

1. The Association shall be notified before a Board of Education vote on a recommendation by the Administration of a reduction in staff,
2. Upon request, the parties shall meet and confer concerning the ramifications of such reductions. Should the Board vote such a reduction, the parties shall meet to negotiate concerning the impact, if any, of such reduction.

C. Association Days

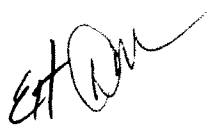
Three (3) days per year shall be allowed to the Association for the purpose of professional leave for its officers and other designees, to be granted upon seventy-two hours advance request, for attendance at Representative Assembly/other meetings of NYSUT and its affiliates. The Association is responsible for reimbursement to the District of the cost of substitute teachers who cover when such leave is taken.

D. Duplication Fee

The Association will be billed at \$.10 a copy for duplication of materials related to Association business.

E. New Teacher Orientation

1. The District will notify the president of the Association in writing of all newly-hired personnel. Sufficient copies of the Agreement will be provided to the president of the Association for each newly-hired employee.
2. In the first year of employment, newly hired unit members may be required to attend District-run orientation activities for a total of up to twenty-one (21) hours. Such hours shall be in the form of the business day immediately preceding the beginning of the regular teacher work year (e.g. Friday before Labor Day or such other day as may be mutually agreed upon by the parties), with the remainder divided into blocks of time to be used after the regular school day (e.g. two hours or three hours). On the orientation day immediately preceding the beginning of the school year, the F.T.A. will cater and control the lunch hour activities and shall direct activities in the next following hour.



F. Copies of Agreement

As soon as practicable after execution of this agreement, one hundred (100) copies will be provided to the Association.

**ARTICLE XIX – VOLUNTEERED TIME**

Whenever unit members volunteer their time beyond the contractual limits of the teacher workday, such volunteerism shall not be deemed to create a past practice binding upon the Association or the members of this bargaining unit. Upon the rendering of such service, a letter of commendation shall be placed in the file of the unit member.

**ARTICLE XX – MANAGEMENT RIGHTS**

The Board and/or Administration may exercise the regular and customary functions of management except as specifically abridged or modified by this agreement.

**ARTICLE XXI – SEVERABILITY**

If any statement of this agreement is contrary to State Education Law, the Commissioner's Regulations, or constitutional decisions, only that statement shall be void and all other parts of the agreement shall remain in effect.

**ARTICLE XXII – TAYLOR LAW NOTICE**

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.

**ARTICLE XXIII – DURATION AND NEGOTIATIONS**

- A. This contract shall be binding upon the parties hereto from July 1, 2012 through June 30, 2015, providing that all changes from the parties' prior agreement shall be prospective from the signing of this agreement unless otherwise noted.
- B.
  - 1. There will be no negotiations concerning the contract for the years 2012-2015 after the ratification of said contract by both District and Association unless by mutual consent.
  - 2. The District and FTA recognize that staff reductions may occur as an extension of program changes. However, if staff reductions are threatened



based on fiscal issues alone, both parties agree that negotiations may be reopened for the 2014-2015 contractual year. Salary AND active health insurance contributions would be reviewed if one or more of the following conditions threaten a reduction on labor force:

- a. State Aid is frozen or reduced, and/or;
- b. The Tax Levy increase threshold as determined according to Section 2320-a of Education Law falls below 2%, and/or;
- c. Health Insurance premiums increase more than 6%, and/or;
- d. TRS District contribution rates increase more than 3%, and/or;


This provision will be exercised when the requesting party provides a written request the other in writing on or before March 30, 2014. Further, in the event that the District's 2014-2015 budget is defeated by the voters both parties agree to immediately re-open salary and active health insurance contribution negotiations only for the 2014-2015 contractual years.

3. If either party wishes to make any change in the contract, it may request a waiver from the other party. There shall be no obligations here implied to reopen negotiations on any aspect of this agreement, except by mutual consent.
4. Negotiations for a successor contract shall begin no later than six (6) months prior to the submission of the annual budget, except as or otherwise mutually agreed.

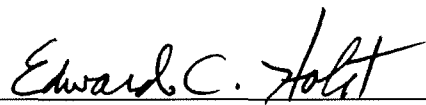
IN WITNESS WHEREOF, the parties hereto have signed this agreement this 20th day of September, 2012.

FLORIDA UNION FREE SCHOOL  
DISTRICT

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
President, Board of Education

FLORIDA TEACHERS'  
ASSOCIATION

  
\_\_\_\_\_  
President, Florida Teachers' Association



Experience	2012-2013	2013-2014	2014-2015
<b>Masters</b>			
1	\$ 54,579	\$ 55,379	\$ 55,979
2	\$ 55,372	\$ 56,172	\$ 56,772
3	\$ 56,454	\$ 57,254	\$ 57,854
4	\$ 58,279	\$ 59,079	\$ 59,679
5	\$ 60,114	\$ 60,914	\$ 61,514
6	\$ 61,950	\$ 62,750	\$ 63,350
7	\$ 63,785	\$ 64,585	\$ 65,185
8	\$ 65,620	\$ 66,420	\$ 67,020
9	\$ 67,455	\$ 68,255	\$ 68,855
10	\$ 69,290	\$ 70,090	\$ 70,690
11	\$ 71,127	\$ 71,927	\$ 72,527
12	\$ 72,961	\$ 73,761	\$ 74,361
13	\$ 74,796	\$ 75,596	\$ 76,196
14	\$ 76,632	\$ 77,432	\$ 78,032
15	\$ 78,465	\$ 79,265	\$ 79,865
16	\$ 80,300	\$ 81,100	\$ 81,700
17	\$ 82,136	\$ 82,936	\$ 83,536
18	\$ 83,971	\$ 84,771	\$ 85,371
19	\$ 85,806	\$ 86,606	\$ 87,206
20	\$ 87,642	\$ 88,442	\$ 89,042

Experience	2012-2013	2013-2014	2014-2015
<b>Masters + 30</b>			
1	\$ 58,672	\$ 59,472	\$ 60,072
2	\$ 59,524	\$ 60,324	\$ 60,924
3	\$ 60,688	\$ 61,488	\$ 62,088
4	\$ 62,513	\$ 63,313	\$ 63,913
5	\$ 64,349	\$ 65,149	\$ 65,749
6	\$ 66,184	\$ 66,984	\$ 67,584
7	\$ 68,019	\$ 68,819	\$ 69,419
8	\$ 69,855	\$ 70,655	\$ 71,255
9	\$ 71,690	\$ 72,490	\$ 73,090
10	\$ 73,525	\$ 74,325	\$ 74,925
11	\$ 75,360	\$ 76,160	\$ 76,760
12	\$ 77,195	\$ 77,995	\$ 78,595
13	\$ 79,030	\$ 79,830	\$ 80,430
14	\$ 80,866	\$ 81,666	\$ 82,266
15	\$ 82,702	\$ 83,502	\$ 84,102
16	\$ 84,536	\$ 85,336	\$ 85,936
17	\$ 86,371	\$ 87,171	\$ 87,771
18	\$ 88,207	\$ 89,007	\$ 89,607
19	\$ 90,041	\$ 90,841	\$ 91,441
20	\$ 91,877	\$ 92,677	\$ 93,277

## Longevity

21st Yr. Service	\$ 1,558	\$ 2,079	\$ 2,605
23rd Yr. Service	\$ 2,442	\$ 2,466	\$ 2,491
25th Yr. Service	\$ 2,442	\$ 2,466	\$ 2,491
28th Yr. Service	\$ 2,442	\$ 2,466	\$ 2,491

Academic Team	\$ 722
Art Club	\$ 722
Athletic Director	\$ 9,068
Band - Pep	\$ 1,282
Band - Stage	\$ 2,497
Baseball - JV	\$ 3,003
Baseball - Modified	\$ 2,450
Baseball - Varsity	\$ 3,783
Basketball - Boys JV	\$ 3,600
Basketball - Boys Modified	\$ 2,582
Basketball - Boys Varsity	\$ 4,860
Basketball - Girls JV	\$ 3,600
Basketball - Girls Modified	\$ 2,582
Basketball - Girls Varsity	\$ 4,860
Chaperones	\$ 79
Cheerleading - Varsity	\$ 2,208
Chess Club	\$ 722
Chorus Ensemble Director	\$ 2,584
Class Advisor - Freshman	\$ 977
Class Advisor - Junior	\$ 2,102
Class Advisor - Senior	\$ 2,102
Class Advisor - Sophomore	\$ 977
Cooking Club	\$ 722
Cross Country - B/G Modified	\$ 2,030
Cross Country - B/G Varsity	\$ 3,246
Debate Club	\$ 722
Detention Monitor	\$ 5,280
Diversity Club	\$ 722
Drama Club - High School	\$ 1,945
Drama Club - Middle School	\$ 1,117
Enrichment - BLT	\$ 54
Enrichment - Senior	\$ 722
French Club	\$ 722
Golf Club	\$ 722
Health Coordinator	\$ 900
Honor Society - High School	\$ 1,035
Honor Society - Middle School	\$ 1,035
Library Club	\$ 722
Literary Magazine-Issue, Max/2	\$ 527
Mentor Teacher	\$ 1,494

Music Club	\$ 722
Newspaper-Issue, Max/5	\$ 244
Odyssey Of The Mind Coordinator	\$ 2,067
Post Office - GH	\$ 302
Proctoring/NYSSMA/OCMEA	\$ 25
Safety Patrol - GH	\$ 600
SAT/NYS PREP/JR Great Book	\$ 58
School Bank - GH	\$ 302
Science Club	\$ 1,438
Science Research Club	\$ 722
Scorekeeper - Baseball	\$ 742
Scorekeeper - Softball	\$ 742
Scorekeeper - Volleyball	\$ 742
Scorekeeper Boys Basketball	\$ 742
Scorekeeper Girls Basketball	\$ 742
Shot Clock Boys Basketball	\$ 742
Shot Clock Girls Basketball	\$ 742
Ski Club	\$ 1,055
Ski Club Assistant	\$ 548
Soccer - Boys JV	\$ 3,003
Soccer - Boys Modified	\$ 2,450
Soccer - Boys Varsity	\$ 3,783
Soccer - Girls JV	\$ 3,003
Soccer - Girls Modified	\$ 2,450
Soccer - Girls Varsity	\$ 3,783
Softball - JV	\$ 3,003
Softball - Modified	\$ 2,450
Softball - Varsity	\$ 3,783
Spanish Club	\$ 722
Student Council - High School	\$ 1,674
Student Council - Middle School	\$ 1,674
Summer School	\$ 42
Time Keeper - Boys Basketball	\$ 742
Time Keeper - Girls Basketball	\$ 742
Video Club	\$ 1,438
Volleyball - JV	\$ 3,003
Volleyball - Varsity	\$ 3,783
Volleyball Club	\$ 1,674
World Drumming Club - GH	\$ 722
Yearbook	\$ 2,695
Youth Ending Hunger - GH	\$ 722
Youth Ending Hunger - SSSI	\$ 722
Youth In Government	\$ 857

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