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Title: **Greenburgh Central School District No. 7 and Greenburgh Teachers Federation, American Federation of Teachers (AFT), New York State United Teachers (NYSUT), AFL-CIO, Local 1788 (2004) (MOA)**

Employer Name: **Greenburgh Central School District No. 7**

Union: **Greenburgh Teachers Federation, American Federation of Teachers (AFT), New York State United Teachers (NYSUT), AFL-CIO**

Local: **1788**

Effective Date: **07/01/2004**

Expiration Date: **06/30/2015**

PERB ID Number: **5151**

Unit Size: **256**

Number of Pages: **53**

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AGREEMENT

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~~2004-2009~~

BETWEEN

THE BOARD OF EDUCATION

GREENBURGH CENTRAL SCHOOL

DISTRICT NO. 7

AND

THE GREENBURGH

TEACHERS FEDERATION

LOCAL 1788 OF THE

AMERICAN FEDERATION OF TEACHERS AFL-CIO

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AGREEMENT made this 7th day of May, 2007, by and between THE BOARD OF EDUCATION OF CENTRAL SCHOOL DISTRICT NO. 7, Town of Greenburgh, Westchester County, New York (hereinafter called the "Board") and THE GREENBURGH TEACHERS FEDERATION, Local 1788 of the American Federation of Teachers, NYSUT, AFL-CIO (hereinafter called the "GTF").

WITNESSETH:

WHEREAS, the GTF represents a majority of the professional teaching staff (as hereinafter defined) to be employed in the regular school system of Central School District No. 7 (hereinafter the "District") for the operation of which system the Board is and will be responsible in accordance with the Education Law of the State of New York; and

WHEREAS, the Board and GTF recognize that they have a mutual interest in working together to insure the maintenance of high quality education in a racially integrated environment and for the benefit of all the children of the District; and

WHEREAS, this goal can best be achieved in an atmosphere of mutual understanding, respect and cooperation wherein the Board, the administration, the professional teaching staff, the community and the students each performs a vital function; and

WHEREAS, the Board and the GTF recognize their respective responsibilities in our increasingly complex society together legally and constructively;

NOW, THEREFORE, it is hereby mutually agreed as follows:

ARTICLE I

RECOGNITION

1. In accordance with the provision of the Resolution adopted by the Board on February 26, 1968, the Board recognizes the GTF as the sole and exclusive negotiation representative for the professional teaching staff to be employed in and by the District for whom certification is required by the New York State Education Department who are on the regular salary schedule, appointed to the regular instructional staff of the public schools of the District, including teachers, ESL teachers, psychologists, social workers, speech/hearing specialists, pupil personnel, coordinators, facilitators, permanent substitutes, director of student activities, librarians and teaching assistants, whether full or part-time, and whether on active duty or leave status with pay, but excluding supervisory personnel such as Principals, Assistant Principals, Department Chairpersons, Supervisors and Directors.

2. The Board agrees that the GTF may represent teachers who have retired from the District for the sole purpose of enforcing rights granted to such retirees under Article XI (Health and Welfare) paragraph 1 of this Agreement.

3. Nothing contained herein shall be construed to prevent any individual employee from (a) discussing any matter with the Board, administrators and/or supervisors or (b) processing a grievance in accordance with the procedure hereinafter provided.

4. Nothing contained herein shall be construed to deny to any employee his/her rights under Section 15 of the New York Civil Rights Law or under the State Law or under the State Education Law or under applicable Civil Service Laws and Regulations.

ARTICLE II

FAIR PRACTICES

1. GTF Membership

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

2. Non-Discrimination

The Board shall continue its policy of not discriminating against any member of the negotiating unit on the basis of race, creed, color, national origin, sex, marital status, age, membership or participation in, or association with the activities of, any employee organization, or union activity. Nothing in the foregoing sentence, however, shall operate to deprive the Board of any rights it may have under the New York State Teacher Retirement System Law.

ARTICLE III

GTF PRIVILEGES

1. Voluntary Dues Deduction; Agency Fee

(a) Upon written application of a teacher in the negotiating unit for payroll deduction of his/her membership dues in the GTF the proper deduction shall be made each payroll from the teacher's salary and forwarded monthly to the GTF. Dues deduction authorization shall carry over from year to year until written notice of withdrawal by the teacher.

(b) GTF shall indemnify and hold harmless the Board and any employee or agent thereof from and against any and all claims, damages, losses, and/or expenses in connection therewith including, but not limited to attorneys fees, arising out of or resulting from the provisions of Article III paragraph 1a.

(c) Pursuant to Section 208.3(b) of the Civil Service Law, the Board agrees to deduct from the salaries of all members of the bargaining unit represented by the GTF who have not filed dues deduction authorizations with the Board each payroll period an amount equivalent to the amount of dues levied by the GTF and to remit monthly the sums so deducted to the GTF.

2. Meetings

(a) The GTF shall have the right to hold one (1) general membership or building meeting each month during the regular working day, as hereinafter defined, but before or after the pupil's day, the precise time and place thereof to be arranged with the Superintendent or, as the case may be, the building principal. In months when there are four Mondays and school is in session, the third Monday of the month shall be the GTF meeting day. If school is not in session on the third Monday of a month, then the fourth Monday shall be the GTF meeting day. Time shall be allotted at any such meeting for administrative announcements not to exceed five (5) minutes in length.

(b) The GTF shall have the right to use school buildings for meetings and activities to be held before or after the regular working day, as hereinafter defined, the precise time and place thereof to be arranged with the Superintendent or, as the case may be, the building principal.

(c) The GTF and the Board's Committee on Personnel shall meet at least once each month of each school year to discuss matters of mutual concern and on such additional occasions as they may deem necessary.

(d) In each school building the GTF building representatives and the building principal shall meet weekly to discuss matters of mutual concern and on such additional occasions as they may deem necessary.

(e) The GTF President and the superintendent shall meet at least once a month during the school year to discuss matters of mutual concern and on such additional occasions as they may deem necessary.

3. Bulletin Board Space for GTF Use

Space of at least six (6) square feet of one (1) bulletin board shall be reserved at a readily accessible place in each school building for the exclusive use of the GTF for the purpose of posting material dealing with proper and legitimate GTF business. Bulletin boards located in areas normally frequented by students shall not be used.

4. Organizational Activities

Neither the GTF nor any teacher shall engage in employee organizational activities during the pupil's day but such activities shall be permitted thereafter so long as they do not adversely affect assigned duties. As used herein the term "organizational activities" shall include all activities arising out of or incident to the existence, operation or function of the GTF except that the GTF President may, during no more than one regularly scheduled supervisory period each day, prepare correspondence, make and receive telephone calls to and from persons outside the negotiating unit, as hereinabove defined, and prepare materials for distribution.

5. GTF Office

Space shall be provided for use by the GTF as an office. The Board and the Administration shall make every effort to provide this space in the building to which the GTF President is assigned. A private telephone line for the exclusive use of the GTF may be installed therein at its sole cost and expense. The said office shall not be open for the transaction of GTF business during the pupil's day except for use by the GTF President in accordance with this Article III paragraph 4.

6. GTF President

The President of the GTF shall be a member of the negotiating unit, as hereinabove defined, and shall perform his/her regular teaching duties except that he/she shall not be assigned a regularly scheduled supervisory period and shall not be required to attend evening meetings, supervise late afternoon or evening student athletic, social or special events or to supervise any clubs or similar co-curricular student activities. Every effort shall be made to schedule his/her preparation period for the last period of the pupil day. The President's day shall be arranged so that his/her teaching responsibilities shall be the equivalent to 0.8 of a teacher's day. In the event the President works in the high school, he/she shall have four classes or the equivalent and no supervisory duties. In the event the President is an elementary teacher, his/her schedule shall be arranged to reflect 0.8 of an elementary teacher's schedule.

7. Distribution and Preparation of Materials

The GTF shall have the right to use the teacher mailboxes for distribution of materials. The GTF shall have the right to use photocopying machines when not otherwise in use for school business, after the close of the teacher's day provided that it shall furnish its own paper, ink, stencils and similar expendable items and provided that a qualified operator shall be furnished by the GTF for such purposes.

8. GTF Days

There shall be a total of ten (10) person-days, with pay, available to the GTF for use by its representatives for organizational activities. During such days the representative shall be relieved from regular duties. Such time may be taken in whole days or half days at the option of the GTF and the limitations of paragraph 4 of this Article shall not apply. In other than emergencies rendering advance notice impossible, request for such time shall be submitted to the superintendent at least three (3) days in advance.

9. No Strike Pledge

The GTF and the Board declare their adherence to the principle that differences between them shall be resolved by peaceful and appropriate means without interruption of the school program. The GTF, therefore, agrees that there shall be no strikes, work stoppage, or other concerted refusal to perform work by personnel covered by this Agreement nor any instigation thereof.

10. Staff Participation in Interviews

The GTF shall have five (5) "school days" following notice of an interview to appoint a bargaining unit member to participate in all interviews for certified staff positions which occur during the school year. The GTF shall have five (5) "work days" following notice of an interview to appoint a bargaining unit member to participate in all interviews for certified staff positions which occur during the summer.

ARTICLE IV

TEACHER PRIVILEGES, RIGHTS AND CONDITIONS

1. Personnel Files

New evaluations and all other items in a teacher's personnel file originating or generated within the school system received after July 1, 1968, shall be open to inspection by the teachers to whom such items relate. Individual teachers shall have the right to review such materials, upon request, in the presence of the Superintendent or his/her designee, and such other person as the teacher may select. Teachers may also review all past non-confidential material in their personnel files in the same manner. References from outside of the school system shall remain confidential. Any entry or paper, including unsolicited letters not requested by the employer or employee reflecting upon a teacher's professional character, ability or competence shall be placed in the teacher's personnel file only by direction of the Superintendent in which event it shall be brought to the teacher's attention within 15 days and the teacher shall be afforded an opportunity to place explanatory or exculpatory material in his/her file.

Any entry or paper other than references and official transcripts reflecting adversely upon a teacher's professional character, ability or competence not originating or generated within the school system, whether or not placed in a teacher's personnel file, shall not be retained by the District for longer than one (1) year from the date of its receipt unless the Superintendent shall direct its retention and the teacher afforded an opportunity to present explanatory and exculpatory material. In the event of a dispute between the Superintendent and the teacher with respect to the retention of any such entry or paper, the teacher may within twenty (20) days thereafter appeal to the Board's Committee on Personnel whose decision shall be final and not subject to the Grievance Procedure hereinafter set forth. This paragraph shall only apply to tenured teachers.

2. Evaluation of Non-Tenured Teachers

Probationary teachers will be evaluated as to their educational effectiveness in the manner provided for in the Annual Professional Performance Review attached hereto as Appendix "D".

3. Evaluation of Tenured Teachers

The evaluation of tenured teachers shall take place in a manner consistent with the Annual Professional Performance Review attached hereto as Appendix "D".

4. Substitutes

When a teacher is absent, every reasonable effort shall be made (a) to secure a qualified substitute and (b) to avoid dividing up such teacher's class or classes and assigning additional students to the class or classes of other teachers. In the discretion of the building principal either (a) an administrator may be assigned to cover the classroom assignments of an absent teacher where a qualified substitute is unavailable or (b) other teachers, preferably those on supervisory duty, may be assigned to cover the classroom assignments of an absent teacher. Substitutes for teachers of special subjects shall be hired on the same basis as for regular classroom teachers.

5. Program Assignments

A teacher shall be notified of his/her program assignment for the following year, if possible, at least thirty (30) days prior to the close of the school year, but in no case later than ten (10) days prior thereto. A teacher shall be notified of any change in his/her program assignment at least ten (10) days in advance of its effective date in the case of changes occurring before the commencement of the school year and at least five (5) days in advance of its effective date in the case of changes occurring during the school year. Teachers of special subjects shall be consulted by their building principal(s) or supervisors with respect to their program assignment. Preference forms shall be distributed no later than April 30th each year to ascertain teachers' preferences before program assignments are made up for the following year. To the extent reasonably possible the teachers in the elementary school shall receive a definite schedule including the assignment of specials no later than August 15th.

6. GTF Contract and Policy Manual

Every teacher shall receive a copy of this Agreement. The cost of printing the Agreement shall be shared equally by the Board and the GTF. Five (5) copies of the Board's policy manual shall be placed in each school building for use by teachers.

7. Required Meetings

Teachers shall be given at least forty-eight (48) hours advance notice of any meeting at which their attendance is required except in emergency situations.

8. Desk and Cabinets

A desk with lockable drawer and suitable filing cabinet space shall be provided for each classroom teacher.

9. Personal Automobiles

Teachers shall not transport students in their personal automobiles. Teachers using their personal automobile with permission on official school business shall be reimbursed at the usual IRS rate.

10. Salary Payments

Teachers shall be paid on a twenty-two (22) or twenty-six (26) payment plan at the option of the teacher. The interval between payroll dates shall not exceed two work weeks. Payday shall be the last workday of each payroll period.

11. Telephones, Typewriters, Computers, Duplicators

To the extent practicable, existing telephones, typewriters, computers and duplicating machines shall be made available to all teachers requiring such facilities in the performance of their official duties. In the event adequate switchboard facilities are installed, at least one (1) telephone in each school building shall be made available for the exclusive use of the teaching staff therein exclusively for the conduct of official school business.

12. Teachers' Room

A separate room exclusively for teachers' use shall be maintained in each school building. Separate and sanitary restrooms for teachers shall be maintained in each school building. To the extent practicable, such facilities shall be comparable in each building.

13. Professional Conferences and Meetings

There shall be included in the budget an amount of \$10,792.00 for each year of this contract for the purpose of permitting a limited number of teachers to attend and participate in professional meetings, conferences, and conventions under guidelines to be established by the Board and the GTF. The teaching assistants shall be permitted to participate in this fund.

14. Professional Growth

If the Teacher Center is eliminated, the Board shall include in the budget for each school year an item in the amount of \$5,000 for the purpose of promoting the professional growth of members of the bargaining unit.

Programs for this purpose shall be planned by the GTF. Expenditure of funds shall be controlled by the Board. As long as the Teacher Center is in operation, the Board shall not be obligated to budget or spend the foregoing sum.

15. Reductions in Staff

(a) In the event the Board determines that a reduction in staff is required in any area of tenure such reduction shall be effected on the basis of seniority of service in the District provided that such services shall include equivalent service in Union Free School Districts Nos. 7 and 8.

(b) If a bargaining unit member is excessed or has been excessed, he or she shall have the right to continued employment in any bargaining unit vacancy, which the Board

intends to fill, for which he or she is qualified and certified. If the GTF disagrees with such assessment, it may utilize the grievance and arbitration procedure.

(c) Excessed teachers who have served in the District ten (10) or more years shall continue to be covered by a group health insurance program for one (1) year after their last day of service or until they become otherwise employed by an agency or company which provides medical coverage, whichever occurs sooner.

(d) Excessed teachers shall have preference in employment as per diem substitutes at the per diem rate established by the Board, except that this shall not operate to deprive any teaching assistant of any opportunity to substitute to which he/she may be entitled.

(e) Excessed teachers shall have preference in employment as permanent substitutes at the teacher's rate of compensation on the salary schedule.

(f) A seniority list in writing shall be made available to the GTF twice during each school year. The GTF within 45 days after receiving the seniority list will advise the District as to any corrections it believes to be necessary concerning the placement of teachers on the list. The placement of teachers on the list shall not be binding on the GTF or on individual teachers.

16. Teaching by Administrators

Administrators shall teach no more than two (2) periods per day each.

17. Promotional Opportunities and Teaching Vacancies

Teachers shall be notified of all promotional opportunities in the District and shall be given consideration for promotion equal to that afforded applicants from outside the District. Notice of all vacant teaching positions shall be posted in each school building. If any such vacancies occur during the summer, the President of the GTF shall be notified.

18. Permanent Substitutes

A teacher hired as a permanent substitute on a full-time classroom assignment shall be considered for a probationary position should there be an opening in the teacher's area of certification.

19. Laboratory Assistant

One (1) full-time laboratory assistant (paraprofessional) shall be provided for the Science Department at the secondary school under the supervision of the building principal or his/her designees. The laboratory assistant is a civil service employee.

20. Typists

Two (2) full-time typists shall be provided at the secondary school and one (1) full-time typist at each of the other school buildings for the use of the teachers, which typists shall be subject to the supervision and control of the building principal.

21. Legal Action Against Teachers

In the event of legal action brought against a teacher by parents, guardians, and/or others, and where the Board determines such teacher acted properly within the scope of his/her duties and responsibilities as a District employee in accordance with all relevant laws, statutes, regulations and policies, the Board shall authorize use of the District's Counsel for the teacher, provided the teacher shall notify the Board in writing of the commencement of action or proceedings against him/her by delivering the same to the Clerk of the district within ten (10) days after service upon him/her; provided, however, that where such representation is provided presently under the terms of insurance policies, now held by the Board, such representation shall be deemed to be "the District's Counsel."

22. Tuition Waiver

Children of teachers who live outside the District may attend District schools without payment of tuition, provided space is available and there is no additional cost to the District. Children presently enrolled shall continue without interruption.

ARTICLE V

LEAVES OF ABSENCE

1. Child Care Leave

(a) Childcare leaves of absence without pay, following the birth of a child, adoption, or for the purpose of care of a child or children, shall be granted up to a maximum of 24 months. A teacher may return to employment prior to the expiration of the leave, provided reasonable notice is given to the Superintendent prior to such return to duty.

(b) If, during the period of leave, the teacher shall have or adopt another child, the prior leave shall be forthwith terminated and another 12 months shall be granted. A teacher may return to employment prior to the expiration of the leave, provided reasonable notice is given to the Superintendent prior to such return to duty.

(c) Teachers on child care leave shall not advance on the salary schedule but shall be permitted to participate in all employee welfare programs provided by this Agreement at the teacher's own expense.

(d) On or before June 1 preceding the termination of a child care leave the teacher shall notify the Superintendent in writing that s/he:

- (1) intends to return in September
- (2) requests an extension of leave, or
- (3) submits his/her resignation.

(e) These provisions may be varied if required by the Family and Medical Leave Act, provided, however, that any greater benefits provided by the terms of this Agreement shall in no way be diminished.

(f) Nothing contained herein shall be construed, nor shall it operate to compel any teacher to take child care leave involuntarily.

(g) Notification of an intent to take childcare leave shall be given by the teacher to the superintendent no later than three (3) months prior to the commencement of such leave, and shall include a statement of the desired length of such leave, barring unforeseen circumstances. The Board may at its discretion grant leaves for child care upon shorter notice.

(h) This provision shall apply equally to males and females.

2. Military Leave

Section 242 of the New York Military Law shall govern all military leave.

3. Sick Leave

(a) Each teacher shall be allowed leave with pay up to fifteen (15) working days each school year for personal illness or injury. The full number of days of sick leave allowed shall be in effect as of the first day of employment, except that those teachers in their first year of employment shall be credited with one and one-half (1 1/2) days per month, provided, however, that:

- (1) teachers employed after the commencement of the school year shall be granted sick leave at the rate of one and one-half (1 1/2) days per month of service.
- (2) in the case of a teacher whose employment is terminated prior to the completion of the school year and who has used in excess of his/her accumulated sick leave computed at the rate of one and one-half (1 1/2) days per month of service, an adjustment shall be made in his/her final salary payment on account of the excess sick leave taken by him/her which adjustments shall be equal to his/her per diem rate using the annual salary for each day of excess leave.
- (3) Effective July 1, 2007, in the case of a teacher/teaching assistant who has been absent for seven (7) consecutive days charged to sick leave, the teacher/teaching assistant may be required by the Administration to provide written verification from a licensed

medical doctor confirming that the teacher/teaching assistant was unable to perform the duties of his/her position due to personal illness or injury and the expected date of return to duty. This same verification requirement may be required in all occasions of illness charged to sick leave where the teacher/teaching assistant has used twenty (20) days of sick leave in a two (2) year period. Absences which have been supported by written verification by a licensed medical doctor shall not be included in determining whether twenty (20) days of sick leave have been used. Verification from a nurse practitioner or a physician's assistant will be acceptable if provided on the letterhead of a licensed medical doctor. Absences which occurred during the 2006/07 school year may be relied upon by the District to establish a pattern of absences.

(b) Teachers who do not work at least one-half (1/2) of the regular working day, as hereinafter defined, shall be charged with a full day of sick leave.

(c) Sick leave shall be cumulative to a maximum of one hundred and eighty (180) days; under no circumstances shall it be taken as additional personal leave, terminal leave, vacation or for any reason other than actual illness or injury. A teacher who has served in the District for at least ten (10) years and who retires into the New York State Teachers' Retirement System will be paid Forty (\$40) Dollars for each day of unused sick leave to his/her credit, up to a maximum of one hundred and eighty (180) days provided that notification of intention to retire is given to the Superintendent no later than March 1 and that the teacher works until the end of the school year, except in the case of catastrophic circumstances. Payment shall be made in the fiscal year following retirement. Effective June 30, 2007, each day of unused sick leave to the credit of a teacher above the number of teacher days in the 2006/07 school year and each day of unused sick leave to the credit of a teaching assistant above the number of teaching assistant days in the 2006/07 school year shall be added to the sick leave bank. Effective July 1, 2007, the maximum number of days accrued, unused sick leave that may be carried forward into a new school year shall equal the number of teacher days in the school year (for teachers) and the number of teaching assistants days in the school year (for teaching assistants). It is understood and agreed that (1) implementation of this proposal would mean that teachers and teaching assistants who have accrued sick leave above the "cap" as of June 30, 2007 would have "excess" days removed from "their credit" and deposited into the sick leave bank; (2) those who have "excess" days removed from "their credit" will not be subject to the seventy-five (75) day per year cap on days which may be awarded from the sick leave bank, instead they will be subject to a one-hundred eighty-eight (188) day cap; (3) those affected would then carry the maximum days of "accrued" sick leave forward into the 2007-08 school year and would receive an additional 15 days of "current year" sick leave at the start of the new school year; and (4) enforcement of the "cap" would not be retro-active (i.e. no one would be expected to "reimburse" the District for sick days used that were deducted from an accrued balance in excess of 180 days in 2006/07 or before).

(d) Tenured teachers who have exhausted their accumulated sick leave may as the result of a single, totally disabling illness or injury, in the discretion of the Board, upon

recommendation of the Superintendent, be granted up to one (1) additional year of sick leave at half (1/2) pay.

(e) For personal illness or injury extending beyond maximum allowable period, a deduction of the teacher's annual salary shall be made per day, (such daily deduction to be a function of the annual salary divided by the number of days in the teacher work year) except that the teacher shall be entitled to receive the difference, if any, between his/her regular salary and his/her substitute's salary for a period not to exceed sixty (60) days or to the end of the school year, whichever is the lesser. In no event, however, may a teacher receive from a combination of the benefit under this provision and payment under a disability insurance policy more than the teacher would have received per day if he/she had come to work. In the event that such overpayment would occur, the benefit under this provision will be reduced sufficiently to prevent its occurrence. This provision shall cease to be effective as of June 30, 2001.

4. Sick Bank (Effective July 1, 2001)

(a) The purpose of this sick leave bank is to provide members of the bargaining unit who have exhausted their sick leave credits due to illness or injury with additional protection in case of serious long-term personal illness or disability. This additional protection shall apply in those instances where it is expected pursuant to the terms of this provision that the individual be able to recover and return to full time employment within a reasonable time.

(b) The sick leave bank shall be administered by a committee of four, with two members appointed by the GTF and two members appointed by the District. The GTF and the District shall each appoint two (2) members to serve a three (3) year term. No member may serve more than two terms consecutively.

(c) Participation in the sick leave bank is mandatory for all eligible members of the bargaining unit. Upon tenure, such member shall contribute two (2) sick leave days to the bank. If the number of days accumulated in the sick bank falls below 150 days, the sick leave bank may issue a supplemental request to members of the bargaining unit for a mandatory contribution of one sick day per member. Bargaining unit members who have not been tenured in the District shall not be eligible for membership in the sick leave bank.

(d) In order to be eligible for withdrawal from the sick leave bank, a member of the bargaining unit must have exhausted his or her accumulated sick leave time, as well as all other time. However, application for sick leave bank usage may be made when a member of the bargaining unit has ten or fewer sick days remaining, so as to provide time for the sick leave bank committee to make a determination on the application.

(e) Applications must be accompanied by medical certification outlining the nature of the illness or disability, the length of time the member is likely to be out of work and unable to perform her/his duties due to the illness or disability, and a prognosis as to when the member will be recovered and able to return to work full-time.

(f) The committee will determine the eligibility of the member for benefits pursuant to this provision by majority vote. Applications receiving less than a majority vote are denied.

(g) No member of the bargaining unit may be accorded more than 75 days from the bank during any one school year nor more than 180 days during her/his career in the District.

(h) The benefits pursuant to this provision shall not be available during such time as the applicant is eligible for income continuation under any other program.

(i) The sick bank committee shall notify the applicant within ten days of its determination. Such decision may be to: grant the application in whole or in part; deny the application; or require additional information as provided herein. The sick leave bank committee may seek additional medical certification from the applicant and/or request that the applicant undergo medical evaluation by an independent medical examiner at the expense of the School District prior to making a determination on the merits. Copies of all sick bank determinations shall be forwarded to the Superintendent of Schools and the President of the GTF.

5. Compensation for Lost Time.

Should an assault on a bargaining unit member occur in the discharge of duties within the scope of his/her employment, and if it results in injury requiring lost time, then the bargaining unit member shall be paid in full for a period not to exceed ninety (90) work days and such paid absence shall not be deducted from any sick leave to which the member is entitled under this Agreement. The payment during this period will be equal to the contract salary minus any payment from Workers' Compensation. A member of the bargaining unit involved in any claim under this Article will, upon request of the Board, submit to examination by the school physician, and may have her/his physician or other representative present during such examination.

6. Family Illness.

Up to five (5) days of accumulated sick leave may be used for family illness. This shall include members of the household, spouses, children, and parents.

7. FMLA and Sick Leave to Run Concurrently.

Effective July 1, 2007, FMLA and paid sick leave shall run concurrently.

8. Administrative Leave

Upon application of a teacher, the Board may at any time, for any period of time, for any reason and on such conditions as it in its sole and uncontrolled discretion deems advisable, grant administrative leave to a teacher. Administrative leave, without pay, for up to two (2) years shall be granted to a tenured teacher at his/her request, who is elected to county, state or national office in a teachers' organization, or office in a county, state or national government, provided,

however that no more than one (1) such leave shall be granted to an individual teacher in any ten (10) year period. Teachers on administrative leave shall not advance on the salary schedule. Administrative leave, with pay, shall be granted to all teachers summoned for jury duty, provided only that their pay shall be reduced by a per diem or similar payment received by the teacher for such duty.

9. Personal Leave

Each teacher shall be allowed a maximum of four (4) days of leave, with pay, each year for urgent personal reasons, other than personal sickness or injury, such as, but not necessarily limited to:

- (a) the observance of religious holidays,
- (b) illness or accident in the teacher's immediate family
- (c) a required court appearance, and
- (d) extreme weather conditions rendering travel from distant points excessively hazardous.

The approval of the Superintendent shall be required before personal leave shall be allowed, except that no more than two (2) days of personal leave shall be granted upon a teacher's request therefore without further explanation provided, however, that leave without explanation may not be taken immediately before or after a school holiday. It is the intent of the Board and the GTF that personal leave shall be used sparingly and only for urgent personal business which cannot be attended to on a day or time other than a school day during school hours. In other than emergencies rendering advance notice impossible, request for personal leave shall be submitted to the Superintendent at least three (3) days in advance.

Any days not used for personal leave shall be transferred to accumulated sick days.

10. Death in the Family

Each teacher shall be allowed a maximum of five (5) consecutive days of bereavement leave in the event of the death of a spouse, child, parent, brother, sister, grandparent, father-in-law, mother-in-law, grandchildren and individuals living in the immediate household. In the discretion of the Superintendent, he/she may grant additional bereavement days at the request of the teacher. Leave shall be calculated from the date of such death or the day following such death.

ARTICLE VI
COMPENSATION

1. **Basic Salary Schedule**

Effective July 1, 2001, the basic "salary schedule" shall apply to those employed as regular K-12 members of the bargaining unit and permanent substitutes. Facilitators shall receive additional compensation for the additional duties they perform in the amount of \$600. Those employed on the basis of an 11-month calendar shall receive an additional compensation equal to one-tenth (1/10th) of their regular compensation computed on the basis of the salary schedule; those employed for less than a full school year shall receive compensation at the rate of 1/10th) of their regular compensation for each complete calendar month of employment and at the per diem rate for any days of employment less than a month's service in accordance with the school calendar (Appendix A).

"Per Diem Rate" shall mean the bargaining unit member's annual compensation divided by the number of work days in that particular school year

The basic salary schedules for each year of this Agreement are attached hereto as Appendices B-1, B-2, B-3-a, B-3-b, B-4-a, and B-5-a.

The effective date of each schedule shall be July 1 of the appropriate school year.

(a) Effective July 1, 2006, Mentors shall receive \$1,300 annually. In addition, the mentor shall receive the equivalent of ten half-days of release time per school year or a prorated amount for less than a full year. These shall be taken by mentor as up to half day per week while school is in session.

(b) WISE mentors who are not relieved of class assignments may elect to receive either One Hundred (\$100) Dollars or one in-service credit for up to two mentees and Two Hundred (\$200) Dollars or two in-service credits for three or more mentees.

2. **Salary Credits**

(a) In order to encourage professional growth and enhance teaching skills for the benefit of the District's children, additional study by teacher at an accredited college or university shall entitle the teacher to certain increments ("Salary Credits") which shall be applied to the Salary Schedule in determining the teacher's compensation. Such increments shall be applied in accordance with the terms and conditions hereinafter set forth and shall be available only for courses approved by such college or university for graduate credit and which have been preapproved by the Superintendent or his designee. Prior approval shall be granted for courses focusing on competencies within the teacher's assignment area, teaching methodology, child psychology and/or development, and related courses in the discretion of the Superintendent or his designee. Courses must satisfy the standard 12-hour requirement per graduate hour. No course will be approved that is a correspondence course, TV course, travel course, weekend course, or similar course which lacks a minimum of contact and supervision of the instructor. In

no event shall courses taken to meet provisional certification requirements be credited for salary purposes. The Superintendent must preapprove all courses for salary credit provided such approval shall not be unreasonably withheld.

(b) Salary adjustments shall be available for graduate credits in cluster of six (6) credit hours, provided, however, that such adjustments shall be made only once each year on or before October 15th, retroactive only to September 1 of the current school year. This subparagraph shall cease to be effective as of June 30, 2001. See subparagraph (f) below.

(c) In-service programs, workshops and seminars connected with staff studies of curriculum, improvement of instruction and organization shall not be credited for salary purposes. Organized courses and workshops such as those conducted by the New York State Education Department, Board of Cooperative Educational Services or accredited colleges or universities, with or without formal academic credit, may, at the discretion of the Superintendent, receive credit for salary purposes. Courses taken to meet provisional certification requirements whether or not in a teacher's immediate duty assignment shall not be credited for salary purposes.

(d) Per credit values between steps on the Salary Schedule shall be as follows:

<u>BA& BA+15</u>	<u>BA+5 BA +30</u>	<u>BA+30 BA+45</u>	<u>BA+45 BA+60</u>	<u>MA& MA +15</u>
\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
<u>MA+15 MA+30</u>	<u>MA+30 MA+60</u>	<u>MA+60 & Ph.D.</u>		
\$22.00	\$22.00	\$6.67		

(e) Notwithstanding the foregoing, no teacher shall be entitled to salary credits beyond the BA+60 without having earned a Masters Degree. When a Masters degree is received, all graduate credits shall be recognized unless the total of credits not applied towards the Masters is less than six (6).

(f) Effective July 1, 2001, no new salary credits may be earned between lanes. Those members of the bargaining unit who have earned such credits between lanes may continue to receive compensation pursuant to this provision until such time as they make application for a new salary lane. Thereafter, no salary credits between lanes will be recognized.

(g) Those members of the bargaining unit who have credits beyond M.A. 60 may apply such credits toward movement to the M.A. +75 lane. However, credits between the M.A. 60 and M.A. 75 lane may not include more than 6 in service credits, except for those teachers who, as of June 30, 2001, already have more than 6 in service credits which have been prior approved.

3. Prior Service

In the discretion of the Superintendent up to fifteen (15) years credits may be given new teachers for approved teaching services performed within the last twenty (20) years outside of the school district. In the discretion of the Superintendent up to ten (10) years credit may be given new teachers for related non-teaching services performed within the last fifteen (15) years which services shall include active military service, the Peace Corps and Vista which shall be credited at the rate of one (1) year for every two (2) years of such service.

4. Extracurricular and Co-curricular Compensation

(a) Extracurricular - Coaches Salary Schedule

See schedule "G-1" attached

(b) Co-Curricular Salary Schedule

See schedule "G-2" attached

(c) The Board shall have the right to establish performance requirements for co-curricular positions. Any performance requirements shall be specified at the time of appointment. If the performance requirements are not met the stipend will not be paid.

(d) Nothing herein contained shall preclude the payment of extra compensation pursuant to Article VII, paragraph 2(e) of this agreement.

5. After School Homework Center, Committee on Special Education, Approved Summer Work, Payment for Instructing Courses for Gifted and Talented Before School and After School and Home Instruction Compensation

(a) Teachers within the bargaining unit shall have priority to home instruction assignments except where in the interest of the student the best learning time would be during the school day. Determination of a student's best learning time would be by an administrator, parent and teacher. Teachers who perform approved home instruction and summer work activities shall receive a rate of thirty-three dollars and seven cents (\$33.07) per hour. These payments shall be for assignments performed by teachers within the bargaining unit. No less than two-thirds (2/3) of these assignments will be reserved for members of the bargaining unit.

(b) Effective July 1, 2007, an instructional rate shall be established of forty-three dollars (\$43) per hour with such rate to apply to in-school instruction of students during the summer including in-school instruction of students with 12-month IEPs. In-school supervision of students during the summer will be compensated at thirty-three dollars and seven cents (\$33.07) per hour. In-home instruction of students with twelve (12) month IEPs will be compensated at thirty-three dollars and seven cents (\$33.07) per hour pending conclusion of negotiations as described below. The parties agree to reopen negotiations on or about September 1, 2007, with the intent to establish a three (3) tier hourly rate schedule with separate hourly rates for work required outside the workday to be set for student supervision, non instructional professional

responsibilities and instructional duties for teachers and a new hourly rate schedule for teaching assistants.

6. Special Committees

The Superintendent shall have discretion to grant compensatory time to those teachers serving voluntarily on District Committees appointed by him where the demands of such committees are extraordinary and require substantial amounts of time beyond the regular working day.

In the event the Building Leadership Council and the District Leadership Council meet in the evening, teachers and teaching assistants shall receive compensatory time or \$15 per session at the discretion of the Superintendent.

ARTICLE VII

EMPLOYMENT AND WORKING CONDITIONS

1. Terms of Employment

(a) Regular K-12 classroom teachers and permanent substitutes shall be employed for a maximum of 186 days during the period from September 1 to June 30. Effective with the 2002-2003 school year, this maximum shall be increased to 188 days.

(b) Guidance counselors, psychologists, home-school counselors, coordinators, the director of student activities and other professional personnel shall be employed on the same basis as regular teachers or on the basis of an eleven (11) month calendar, at the option of the Board.

2. Working Day

(a) The regular working day for all K-12 teachers shall be the equivalent of up to one (1) hour in excess of the pupil's regular school day as determined for each school building by the Superintendent but in no case except for guidance counselors, psychologists and home-school counselors shall the working day exceed seven (7) hours and fifteen (15) minutes. For guidance counselors, psychologists, and home-school counselors the working day shall be seven (7) hours and forty-five (45) minutes until June 30, 2001, at which time the work day shall be seven (7) hours, fifteen minutes. Teachers may be required to report for duty before the first buses for pupils are scheduled to arrive and to remain on duty after the last buses for pupils leave, in the discretion of the building principal, provided however, that teachers required to remain on bus duty at the end of the regular working day shall be given either overtime pay at the rate of Fifteen (\$15) Dollars per hour or compensatory time therefor.

Teachers upon completing their teaching and duty assignments for the day as herein set forth may leave school upon notifying their immediate supervisors or building principal and securing permission therefor. The Board and the GTF recognize that teachers have responsibilities which they readily and willingly perform that extend beyond the pupil's regular

school day. Among these responsibilities are classroom preparation, correction of papers, clerical work, record keeping, tutoring, parent-teacher and student-teacher conferences, staff meetings, curriculum planning and development, and in-service training.

(b) To the extent practicable the time between the end of the pupil's regular school day and the close of the working day shall be devoted to the said responsibilities.

(c) Not more than one (1) day each week shall be devoted to regular staff and departmental meetings which meetings shall not exceed one (1) hour in length after the close of the pupil's day except in unusual circumstances. Time shall be allowed for GTF announcements not to exceed five (5) minutes in length. Non tenured teachers may be required to attend additional meetings as provided for in the attached Professional Development Plan. See Appendix "E".

(d) Not more than four (4) Back to School Nights/late afternoon or evening student athletic, social or special events held in his/her school building during the school year shall be required of a teacher.

(e) From the district-wide list of faculty volunteers, teaching and teaching assistants may be selected to perform additional late afternoon and evening activities provided he/she agrees and he/she is compensated at the overtime rate. This restriction shall not apply to teachers who receive extra compensation for coaching and co-curricular activities in accordance with Article VI, paragraph 4, of this Agreement. Late afternoon and evening activities are those which extend beyond the regular working day as hereinabove defined.

(f) Each teacher may be called upon to supervise no more than one (1) club or similar co-curricular student activity each semester for which no additional compensation is provided by Article VI, paragraph 4, of this Agreement, provided, however that such activities shall be conducted not more frequently than once each week when school is in session and shall not extend beyond the teacher's working day and provided further that, to the extent available, qualified volunteers shall first be utilized for such purposes.

(g) A district-wide list of volunteers shall be formulated by October 1 for supervising late afternoon and evening activities, but the administration shall have complete discretion in choosing from this list. A teacher or administrator shall be designated as the person primarily in charge at each such activity.

(h) No teacher with less than three (3) years experience as a classroom teacher may serve as a Lead Teacher, Facilitator, Coordinator, WISE, Club Advisor, or supervise a student teacher.

3. Teaching Loads, Lunch Periods, Duty Assignments

(a) Each teacher shall have at least one (1) duty free lunch period each day. Lunch periods shall be as nearly equal as may be feasible throughout the District but in no event shall they be less than thirty (30) minutes in length in grades seventh through twelfth and less than forty (40) minutes in length in grades kindergarten through sixth.

(b) Each classroom teacher in grades seventh through twelfth shall have the following:

- (1) the equivalent of no more than ten (10) regular classroom teaching periods within a two (2) day cycle;
- (2) the equivalent of at least one (1) unassigned preparation period each day;
- (3) teachers in grades 7-12 shall have six (6) unassigned prep periods. Four of the remaining periods may be devoted to such things as, team meetings, curriculum development, extra help, child study team, mentoring, special committees such as scheduling, discipline, and consultation with specialist such as psychologists, speech and language teacher, social worker, reading specialists, Teacher Consultant, resource teacher, guidance counselor, and student supervision.

(c) To the extent reasonably possible, the Administration shall arrange the schedules of classroom teachers at the secondary school so that each teacher shall have no more than three (3) consecutive classroom assignments.

(d) To extent reasonably possible, the Administration shall arrange for the rotation of favorable and unfavorable supervisory assignments at the secondary school.

(e) In grades kindergarten through sixth classroom teachers shall have unassigned preparation periods during such times as their pupils as a group are assigned to special instruction such as physical education, library, music and art. Teachers of such special subjects shall be allowed the equivalent of five (5) such preparation periods. No classroom teacher in grades K through 6 shall teach for more than 2 ½ hours in succession without being provided with 15 minutes relief, per practice.

(f) Classroom teachers in the elementary school shall have six (6) unassigned preparation periods. One of the six periods may be devoted to consultation with specialists such as psychologists, speech and language teacher, Teacher Consultant, resource teacher, social worker, reading specialists, etc.

(g) The Board shall make provision in the budget for the purpose of employing a sufficient number of school aides to relieve teachers of cafeteria supervision provided that such aides shall at all times function under direct teacher supervision.

(h) Lead teachers shall be relieved of teaching and supervisory duties as follows: Lead teachers on the secondary level shall be released from one teaching period and one supervisory period; Lead teachers on the elementary level shall be released from one class per day and from supervisory duties (i.e., bus duty). It is the intention of the District to provide elementary lead teachers additional release time that corresponds to one class period every other day unless this would require hiring additional staff.

(i) Teachers who travel from building to building shall be allotted appropriate travel time.

(j) Tenured teachers may volunteer to teach a 6th period. Assignments will be made based on seniority in tenure area, i.e. the most senior tenured volunteer is granted the assignment. Compensation will be the equivalent of one-fifth (1/5) of the volunteer's annual salary. There will be no lay-offs due to the implementation of this 6th period assignment policy. Lead teachers are not eligible for 6th period assignments.

4. Class Size

(a) The maximum class size for kindergarten through first grade shall be twenty (20). In grades two (2) through twelve (12) the maximum class size shall be twenty-five (25). If during the school year the enrollment increases, the following shall be permitted. In grades 4-12 the class size may increase to twenty-seven (27) provided that a teaching assistant is assigned to any class with 26 or 27 students. If the class size exceeds 27 then the class shall be divided.

(b) Classes in physical education kindergarten through grade 6 shall not exceed twenty-eight (28) and classes in physical education in the secondary school grades 7 through 12 shall not exceed thirty (30).

5. Student Teachers

No work at present performed by a bargaining unit member shall be performed by a student or cadet teacher except under the direct supervision of a tenured, cooperating teacher to whom the student or cadet teacher is assigned.

6. Joint Committee on Special Education

The Administration and the GTF shall establish a joint committee which shall meet on a regular basis to discuss problems related to the special education requirements of preparing I.E.P.'s and conferencing with parents.

ARTICLE VIII

TRANSFERS

1. No classroom teacher shall be transferred involuntarily from one building to another, from one grade level to another, or, in the case of High School and Junior High School teachers, from one department to another for discriminatory or disciplinary reasons.

2. Effective July 1, 1997 for all teachers who have achieved tenure by July 1, 1997.

(a) In the event transfers are to occur within a building, the Superintendent in consultation with the building principal, the teacher and the GTF shall have the right to transfer a tenured teacher between grade levels in the same building no more than once every three (3)

years. The consultation between the Superintendent, building principal, teacher, and GTF must take place 90 days before the opening of school in September.

(b) Teachers who have achieved tenure by July 1, 1997, may not be transferred between buildings.

3. The following shall apply to all teachers who have not achieved tenure by July 1, 1997.

(a) In the event the Superintendent wishes to transfer a teacher between buildings or grade levels, the Superintendent shall consult with the building principals, the teacher to be transferred and the GTF. This consultation must take place at least 90 days before the opening of school in September. Teachers in this category shall be transferred no more than once every three (3) years.

(b) No probationary teacher shall be transferred until the probationary period is completed and tenure is conferred except where employment rights are concerned.

4. Voluntary transfers shall be made on the written request of a teacher where a vacancy exists where the teacher is qualified for the position sought and where, in the discretion of the Superintendent, and building principals, such transfers will be in the best interest of the District, the teacher and the children.

5. A teacher who transfers from one building to another or from one grade level to another within his/her certification area shall retain his/her tenure or probationary credit.

6. Nothing herein shall apply in any way to transfers incident to the adoption by the Board of a general plan or program of building utilization or curriculum or educational policy or philosophy provided, however, that no teacher shall be discriminated against in the implementation of any such plan, program, policy or philosophy. In any dispute arising under this paragraph "5," the Board shall have the burden of proof that the transfer was incident to the adoption by the Board of a general plan or program of building utilization or curriculum or educational policy or philosophy.

ARTICLE IX

EARLY CHILDHOOD PROGRAM

1. All terms and conditions for members of the bargaining unit assigned to the Early Childhood Program ("ECP") shall be the same as bargaining unit members assigned to grades K – 12, except as provided for herein and as provided for in the Article pertaining to teaching assistants.

2. Effective with the 2000-2001 school year, members of the bargaining unit assigned to ECP shall be employed for a maximum of 183 days during the period from September 1 to June 30. Effective with the 2001-2002 school year and thereafter, they shall be employed for a maximum of 180 days.

3. The regular working day for members of the bargaining unit assigned to ECP shall not exceed seven (7) hours.

4. Effective with the 2003-2004 school year, salaries for members of the bargaining unit assigned to ECP, other than teaching assistants, shall be 92.44% of the appropriate step of the master's column (MA only) found in Appendix B reflecting the relationship between the workday and work year of ECP and K-12 teachers.

5. Where appropriate, step movement for teachers assigned to ECP shall be one-half step per year. Half steps shall be calculated as an average of the step from which the teacher was on and to which the teacher is moving. (i.e., MA 1 ½ equal to the average of MA 1 and MA2). Unit members assigned to ECP shall make a full step movement from 2004/05 to 2005/06 and thereafter.

6. In the event a teacher assigned to ECP is assigned to a K-12 position, he/she shall be credited for salary purposes with one year of service for every two years of service in ECP.

ARTICLE X

GRIEVANCE PROCEDURE

1. Objective

It is the declared objective of the Board and the GTF to encourage the prompt and informal resolution of grievances as they arise and to provide recourse to orderly procedures for their satisfactory adjustment.

2. Definitions

(a) "Teacher" shall mean any person directly employed by the Board included in the negotiating unit hereinbefore defined, or any number of such employees similarly affected by an alleged grievance.

(b) Grievance shall mean a complaint by a teacher or by the GTF through its officers that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, except that the term "grievance" shall not apply to:

- (1) any matter as to which the Board is without authority to act, or
- (2) the denial of tenure or dismissal of a teacher, or
- (3) a determination pursuant to Article IV, paragraph 1.

(c) "Days" shall mean school days. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given.

(d) "Immediate Supervisor" shall mean:

- (1) the administrator to whom the teacher is directly responsible, i.e., his/her building principal, or assistant principal, or
- (2) the person designated in the operational organization plan as the immediate supervisor.

3. Basic Principles

(a) Teachers shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

(b) A teacher shall have the right to be represented at any stage of the procedures hereinafter set forth by a person or persons of his/her own choice provided that such person is not an officer in a teacher's organization other than GTF and provided that a GTF representative shall be permitted to audit any grievances beyond Level One.

(c) Each party to a grievance shall have access at reasonable times to all written statements and records pertaining thereto and shall have the right to obtain copies thereof.

(d) All hearings shall be confidential, unless requested otherwise by the aggrieved party.

(e) The number of days indicated at each level shall be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing, by the authorized representative of each party. Any grievance involving a group of teachers or more than one school, or broad policy questions, may be initiated, with the consent of the Superintendent, beginning at Level Two. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

4. Level One

(a) The teacher or the GTF shall present the grievance to the immediate supervisor within twenty (20) days after the act giving rise to the grievance, on a mutually agreeable form.

(b) Within five (5) days after presentation of the grievance to him/her, the immediate supervisor shall render his/her decision in writing to the teacher and the GTF.

5. Level Two

(a) If the grievance is not settled at Level One, the teacher or the GTF may, within five (5) days after the decision is rendered or due, make a written request to the Superintendent or his designee for review and determination of the grievance.

(b) The Superintendent or his designee shall hold a hearing and render a decision within seventeen (17) days of receipt of the request. Such decision shall be communicated in writing to the teacher and the GTF.

6. Level Three

(a) If the grievance is not satisfactorily resolved at Level Two, the teacher or the GTF may, within five (5) days after the Level Two decision is rendered or due, make a written request to the Board for review by the Board or its Committee on Personnel. In its discretion the Board may grant a review based upon such terms and conditions as it may deem advisable. If the Board determines not to grant a review, it shall so inform the teacher and/or the GTF within ten (10) days of its receipt of the written request.

(b) If the Board determines to review the grievance, the Board or its Committee on Personnel shall hold a hearing and thereafter make its decision, which shall be communicated in writing to the teacher and/or the GTF. The communication of the decision shall be made within twenty (20) days after the Board has received the written request in accordance with (a) above.

7. Level Four

(a) If the grievance is not satisfactorily resolved at Level Three, the GTF may, within thirty (30) days following the expiration of the time limits set forth in 6 above, submit the grievance to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

(b) The decision of the arbitrator shall be final and binding provided, however, that the arbitrator shall have no power to alter or modify any express provision of this Agreement or to render any award or determination which affects any such alteration or modification.

(c) The cost for the services of the arbitrator shall be shared equally by the Board and the GTF.

8. Preservation of Documents

All written statements and documents presented by all parties to a grievance and all formal opinions and recommendations incident thereto shall be filed with the Clerk of the Board by the person(s) having possession thereof at the time of the final resolution of the grievance. Such documents shall be kept on file by the Clerk for a period of three (3) years after which they may be destroyed by shredding and burning.

ARTICLE XI

HEALTH AND WELFARE

1. Health Insurance

(a) The District shall continue to offer teachers a choice of one (1) of three (3) group health insurance programs within the State Health Insurance Plan. The Board may substitute for the State Health Insurance Plan a plan with equivalent benefits. The GTF shall have meaningful consultation in the selection of any such substitute plan.

(b) The District shall contribute for each teacher who works half time or more who chooses to participate the equivalent of no less than ninety-five (95%) percent of the individual cost and seventy-five (75%) percent of the additional cost for family coverage within the health insurance plan and the teacher shall contribute the balance. "Half time" means three and one-half (3 ½) hours for elementary teachers and three (3) teaching periods for secondary teachers.

(c) Teachers who retired from the District into the New York State Teachers Retirement System (NYSTRS) on or after June 30, 1985 through July 1, 1988 shall be governed by subsection (b) above.

(d) Teachers who retired from the District into the NYSTRS after ten (10) years service with the District after July 1, 1988 through July 1, 2007 shall be governed by subsection (b) above.

(e) Teachers who were hired after June 30, 2007 and who retire into the NYSTRS after twenty (20) years of service with the District in the GTF bargaining unit shall be governed by subsection (b) above.

(f) The following rules apply to teachers hired prior to July 1, 2007 who retire into the NYSTRS on or after July 2, 2007: (1) those who retire into the NYSTRS after fifteen (15) years of service with the District in the GTF bargaining unit shall be governed by subsection (b) above; (2) members of Tier 1 of the NYSTRS who retire into the NYSTRS after ten (10) years of service with the District in the GTF bargaining unit and whose age plus years of service with the District at the time of retirement is sixty-five or greater shall be governed by subsection (b) above; (3) members of Tiers 2, 3 and 4 of the NYSTRS who retire into the NYSTRS after ten (10) years of service with the District in the GTF bargaining unit whose age plus years of service with the District at the time of retirement is seventy-two or greater shall be governed by subsection (b) above; and (4) those who retire into the NYSTRS under disability retirement after ten (10) years of service with the District in the GTF bargaining unit shall be governed by subsection (b) above.

2. Welfare Fund

The Board shall contribute the following amount per member of the bargaining unit who works half time or more into a GTF administered welfare fund which will be used to purchase

insurance designated by the trustees of the fund. "Half time" means as defined in paragraph 1 above:

July 1, 2004-06	\$ 1,648.00
July 1, 2007	\$ 1,705.58
July 1, 2008	\$ 1,765.27

An agreement entered into between the parties setting forth how payments into this Fund shall be made is attached as Appendix "C." Effective July 1, 1997, the district shall establish §125 and 129 plans.

3. Deferred Income Annuities

Upon written application of a member of the negotiating unit for payroll deduction, a proper deduction shall be made periodically from his/her salary for the purpose of enabling the bargaining unit member to participate in a deferred income annuity program approved by the Board provided, however, that such participation shall be at the sole cost and expense of the bargaining unit member, and the Board and the District shall assume no obligation with respect thereto.

4. Employee Assistance Program

A committee shall be established from among members of each of the bargaining units recognized by the Board. The Committee shall study employee assistance programs and determine which one shall be utilized by the District.

5. Smoking Policy

There shall be no smoking in any building. Smoking shall not take place on school property while there is a school activity taking place.

ARTICLE XII

NATIONAL TEACHER CERTIFICATION RECOGNITION

Effective July 1, 2001, members of the bargaining unit who obtain National Teacher Certification may make application for recognition by the District of a one-time award upon presentation to the District of proof of such certification. Application for this award should be made by March 1 of the given school year after receipt of certification, with recognition award to be payable in the subsequent school year. No more than three teachers will receive such recognition award in any one budget year with any additional teachers beyond the three to be paid in order of seniority in the next subsequent year with the understanding that no more than three teachers will receive such award in any one budget year.

The award to the teacher shall be reimbursement for all expenses undertaken by the teacher not waived or reimbursed by another entity as well as a cash award, with the total of the reimbursement and award of a one time payment per certification not to exceed \$5,000.00. This amount shall not be part of the teacher's base salary.

In the event more than three teachers qualify in a school year, the awards will be paid in order of seniority within the District. Any teacher who qualifies but is unpaid shall be eligible to receive the award in the following school year.

ARTICLE XIII

SAVINGS CLAUSE

If any provision of this Agreement is or shall at any time be declared to be contrary to law or applicable regulation then such provision shall not be applicable or performed or enforced and all other provisions of this Agreement shall continue in full force and effect provided, however, that when any such provision shall be a teacher benefit subject to monetary computation then equivalent money shall be expended in another mutually agreed upon teacher's benefit.

ARTICLE XIV

MATTERS NOT COVERED

The parties agree that to the extent agreement is possible on negotiable items it has been reached in this Agreement and that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement; that negotiations for subsequent Agreement will commence on or about January 15, 2000, and except that the parties may agree to reopen negotiations on any subject. The parties further agree that they will negotiate the terms and conditions of teaching in summer school in the event the District determines to operate a summer school.

ARTICLE XV

TEACHING ASSISTANTS **TERMS AND CONDITIONS OF EMPLOYMENT**

A. FAIR PRACTICES

1. Organization Membership

Same as teachers.

2. Non-Discrimination

Same as teachers.

3. Organizational Activities

Same as teachers.

B. TEACHING ASSISTANT

1. Personnel Files

Same as teachers.

2. Evaluation Procedure

Evaluation of teaching assistants shall take place in a manner consistent with the Annual Professional Performance Review attached hereto as Appendix "D".

C. SICK LEAVE

1. Full-time members shall be entitled to leave with pay up to fifteen (15) working days each school year for personal illness or injury. Half-time members of the unit shall be entitled to seven and one-half (7 1/2) working days of each school year for personal illness or injury.
2. All members shall accumulate unused sick leave to a maximum of 180 days.
3. Unused sick leave, upon retirement into the Retirement System, shall be compensated at \$20.00 per day up to the maximum for teaching assistants who have at least 90 days or more of unused sick leave accrued at retirement.
4. Effective July 1, 2007, in the case of a teacher/teaching assistant who has been absent for seven (7) consecutive days charged to sick leave, the teacher/teaching assistant may be required by the Administration to provide written verification from a licensed medical doctor confirming that the teacher/teaching assistant was unable to perform the duties of his/her position due to personal illness or injury and the expected date of return to duty. This same verification requirement may be required in all occasions of illness charged to sick leave where the teacher/teaching assistant has used twenty (20) days of sick leave in a two (2) year period. Absences which have been supported by written verification by a licensed medical doctor shall not be included in determining whether twenty (20) days of sick leave have been used. Verification from a nurse practitioner or a physician's assistant will be acceptable if provided on the letterhead of a licensed medical doctor. Absences which occurred during the 2006/07 school year may be relied upon by the District to establish a pattern of absences.

D. PERSONAL LEAVE

1. Each full-time member hereinbefore defined shall be allowed a maximum of five (5) days of leave, with pay, for urgent personal reasons, other than sickness or injury, such as, but not necessarily limited to:
 - (a) the observance of religious holidays,
 - (b) illness or accident in the immediate family
 - (c) required court appearance, and
 - (d) extreme weather conditions rendering travel from distant points excessively hazardous.
2. The approval of the Superintendent shall be required before personal leave shall be allowed, except that no more than two (2) days of personal leave shall be granted upon a member's request therefore without further explanation, provided however, that leave without explanation may not be taken immediately before or after a school holiday. It is the intent of the Board and the GTF that personal leave shall be used sparingly and only for urgent personal business which cannot be attended to on a day or time other than a school day during school hours. In other than emergencies rendering advance notice impossible, request for personal leave shall be submitted to the Superintendent at least three (3) days in advance.
3. Half-time teaching assistants personal leave shall be prorated on a half-time basis

E. LEAVE FOR DEATH IN THE FAMILY

Same as teachers.

F. EDUCATIONAL LEAVE

1. After the completion of one or more years of service in the negotiating unit, any member shall be eligible for leave of absence without pay for a period of one semester, or one (1) school year, to pursue a program containing no less than six credit hours per semester in accordance with a written plan for education to be approved by the Superintendent.
2. No more than six (6) members may be granted educational leave in any one (1) school year. If more than six (6) members shall request such a leave and be eligible therefore, the members with the greatest seniority in the District shall be afforded the preference provided that seniority for this purpose shall commence with service following educational leave for those members who have taken such leave.

3. Request for educational leave shall be submitted to the Superintendent and building principal in writing on or before May 1st and December 1st of the school semester preceding that period during which the leave is sought.
4. Only one (1) educational leave may be granted to a member in any five (5) year period.

G. WORKSHOPS

1. Each member shall be allowed two (2) days per school year to attend, with pay, workshops with educational benefits for their duties in the District, operated by agencies other than the Greenburgh Central School District No. 7. Notification in writing shall be given by the member to the teacher with whom he/she works, and to the building principal at least one (1) week prior to the prospective day or days of attendance, provided both the teacher and building principal may waive the notice period. (See also Article IV, paragraph 13, Professional Conferences and Meetings, Teachers Contract.)
2. A first year teaching assistant shall be provided with two (2) orientation and training workshops which shall take place during the workday. The first shall be on the Superintendent's Conference Day and the second shall be on a day mutually agreed to by the GTF and the Superintendent. The workshops shall be jointly planned by the GTF, the Teachers' Center and the Administration.

H. CHILDBEARING AND CHILDCARE LEAVE

Same as teachers.

I. JURY DUTY

Same as teachers.

J. SALARY SCHEDULE

See Appendix B-4-b and B-5-b

K. This section has been deleted

L. CLASS COVERAGE

1. When a member is in charge of a class without a teacher being present for a period of forty (40) minutes within an entire day, but no more than three (3) hours, such member shall receive his/her regular salary plus \$30.00 provided said member is properly licensed pursuant to 80.33(b) of the Regulations of the Commissioner of Education. It is understood that the principal of the building will administer this procedure.

2. When a member is in charge of a class without a teacher being present for a period in excess of three (3) hours such member shall receive his/her regular salary plus \$40.00, provided said member is properly licensed pursuant to 80.33(b) of the Regulations of the Commissioner of Education. It is understood that the principal of the building will administer this procedure.
3. Members employed on a part-time basis shall be compensated proportionately in accordance with the payments set forth in 1 and 2 above.

M. SALARY PAYMENTS

Same as teachers.

N. TUITION REIMBURSEMENT

1. During each school year of this agreement, the Board shall provide the sum of Two Thousand (\$2,000.00) Dollars to be available for the cost charged to taking courses at accredited teaching institutions at the college or university level. The contractual tuition reimbursement of \$2,000.00 shall be divided equally in two half yearly segments, not to exceed \$1,000.00 for each half year (January 1st-June 30th; July 1st-December 31st). Any funds not expended in one half year shall be added to second half, or in the event of carry over which shall be limited to a maximum of \$1,000.00 to the next school year provided however that the Board shall not be required to spend any more than \$3,000.00 in any one school year for this program. Additionally, if at the end of the entire school year there should be money still available, this money is to be redistributed percentage-wise to the applicants.
2. No teaching assistant shall be paid for tuition expenses incurred during the employee's first year until he/she has returned after one full year of service.
3. A committee of teaching assistants not to exceed four appointed by GTF President and an administrator shall approve tuition costs to insure equitable distribution.
4. No reimbursement for tuition shall be considered by the Committee unless there is evidence of:
 - (a) Prior approval by the Superintendent or his designee.
 - (b) Payment-canceled check or receipt.
 - (c) Course completion with passing grade-transcript or statement from agency sponsoring course.
 - (d) Reimbursement only considered for those on staff during applicable period.

5. Applications for tuition reimbursement are to be submitted by October 1 for courses taken during the previous spring and summer session and March 1 for the previous fall session.

O. EMPLOYMENT AND WORKING CONDITIONS

1. The work day shall be six (6) hours and forty (40) minutes.
2. The work year shall be the same as the teachers except that teaching assistants shall attend the Teacher Orientation Day and one other Superintendent's Conference Day.
3. Vehicles of members shall not be used to transport children.
4. No member shall perform any work outside of the work day unless assigned with the approval of the Superintendent or his designee. As a result of said assignment, the teaching assistants shall be compensated at the rate of twenty (\$20.00) dollars per hour for mentoring and fifteen (\$15.00) dollars for supervision. "Half-time" shall mean three and one-half (3 ½) hours. This paragraph shall be subject to the reopener referenced in Article VI § 5(b).
5. Each full-time member shall have at least one (1) duty-free lunch period each day.
6. Members shall be given consideration as substitutes for the teachers to whom they are assigned.
7. Every effort shall be made by principals to provide daily time for teaching assistants to plan, with teachers, the programs and services they provide for the children.

P. REDUCTIONS IN FORCE

1. In the event of the elimination of the teaching assistant positions in the District, members shall be laid off in reverse order of seniority and placed on a recall list for appointment to a teaching assistant vacancy that may thereafter occur. Members placed on the list shall be recalled based on seniority and shall be entitled to remain on the list for three (3) years from the date of lay off. Seniority shall be calculated based upon full time continuous service. An approved leave of absence shall not constitute an interruption in service.
2. Excessed members shall receive preference for employment as permanent or per diem teaching assistant substitutes.
3. All benefits shall be restored to the member upon recall.
4. A seniority list in writing shall be made available to the GTF twice during each school year. The GTF within forty-five (45) days after receiving the

seniority list will advise the District as to any corrections it believes to be necessary concerning the placement of teaching assistants on the list. The placement of teaching assistants on the list shall not be binding on the GTF or on individual members.

Q. GRIEVANCE PROCEDURE

1. Objective

It is the declared objective of the Board and the GTF to encourage prompt and informal resolution of grievances as they arise and to provide recourse to orderly procedures for their satisfactory adjustment.

2. Definitions

- (a) "Member" shall mean any person directly employed by the Board included in the negotiating unit hereinbefore defined, or any number of such employees similarly affected by an alleged grievance
- (b) "Grievance" shall mean a complaint by a member or by the GTF through its officers that there has been a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement, except that the term "grievance" shall not apply to:
 - (1) any matter as to which the Board is without authority to act, or
 - (2) the denial of tenure or dismissal of a member.
- (c) "Days" shall mean school days. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given.
- (d) "Immediate Supervisor" shall mean:
 - (1) the administrator to whom the member is directly responsible, i.e., his/her building principal or assistant principal, or
 - (2) The person designated in the operational organization plan as the immediate supervisor, but in no case the teacher or teachers in whose class the member is assigned.

3. Basic Principles

- (a) Members shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- (b) A member shall have the right to be represented at any stage of the procedures hereinafter set forth by a person or persons of his/her own choice provided that such person is not an officer in a teaching assistant's organization other than the GTF and provided that an GTF representative shall be permitted to audit any grievances beyond Level One.
- (c) Each party to a grievance shall have access at reasonable times to all written statements and records pertaining thereto and shall have the right to obtain copies thereof
- (d) All hearings shall be confidential, unless requested otherwise by the aggrieved party.
- (e) The number of days indicated at each level below shall be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by the authorized representative of each party. Any grievance involving a group of members or more than one school, or broad policy questions, may be initiated, with the consent of the Superintendent, beginning at Level Two. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

4. Level One

- (a) The member or the GTF shall present the grievance to the immediate supervisor within twenty (20) days after the act giving rise to the grievance, on a mutually agreeable form.
- (b) Within five (5) days after presentation of the grievance to him/her, the immediate supervisor shall render his/her decision in writing to the member and the GTF.

5. Level Two

- (a) If the grievance is not settled at Level One, the member or the GTF may, within five(5) days after the decision is rendered or due, make a written request to the Superintendent or his designee for review and determination of the grievance.

- (b) The Superintendent or his designee shall hold a hearing and render a decision within seventeen (17) days of receipt of the request. Such decision shall be communicated in writing to the member and the GTF.

6. Level Three

- (a) If the grievance is not satisfactorily resolved at Level Two, the member or the GTF may, within five (5) days after the Level Two decision is rendered or due, make a written request to the Board for review by the Board or its Committee on Personnel. In its discretion the Board may grant a review based upon such terms and conditions as it may deem advisable. If the Board determines not to grant a review, it shall so inform the member and/or the GTF within ten (10) days of its receipt of the written request.
- (b) If the Board determines to review the grievance, the Board or its Committee on Personnel shall hold a hearing and thereafter make its decision, which shall be communicated in writing to the member and/or the GTF. The communication of the decision shall be made within twenty (20) days after the Board has received the written request in accordance with (a) above.

7. Level Four

- (a) If the grievance is not satisfactorily resolved at Level Three, the GTF may, within thirty (30) days following the expiration of the time limits set forth in 6 above, submit the grievance to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- (b) The decision of the arbitrator shall be final and binding provided, however, that the arbitrator shall have no power to alter or modify any express provision of this Agreement or to render any award or determination which affects any such alteration or modification.
- (c) The cost for the services of the arbitrator shall be shared equally by the Board and the GTF.

8. Preservation of Documents

All written statements and documents presented by all parties to a grievance and all formal opinions and recommendations incident thereto shall be filed with the District Clerk by the person(s) having possession thereof at the time of the final resolution of the grievance. Such documents shall be kept on file by the Clerk for a period of three (3) years after which they may be destroyed by shredding and burning.

R. HEALTH, WELFARE AND INSURANCE

The teaching assistants shall be full members of the Greenburgh Teachers Federation Welfare Fund and shall be covered for all the benefits the plan provides. The amount paid for the teaching assistants shall be:

July 1, 2004-06	\$1,410.00
July 1, 2007	\$ 1,459.35
July 1, 2008	\$ 1,510.42

S. HEALTH INSURANCE

Same as teachers.

T. REASSIGNMENT

I. Transfers

Same as teachers.

U. DISMISSAL

After a determination by the Superintendent to discharge a member, prior to any further action thereon by either the Superintendent or the Board, the members shall be informed of the decision and shall within five (5) days after the giving of such notice have the right to request a conference with the Superintendent, at which time the basis for such recommendation shall be disclosed. The member may, within five (5) days thereafter, seek a review by the Board Personnel Committee, by making a written request for a further review by it. The written request shall include the determination of the Superintendent or his designee, and the reasons for the dissatisfaction. The Personnel Committee shall promptly schedule a hearing at which the member may appear, with representation by legal counsel or otherwise, may present reasons for disagreement with the determination, and produce such proof of facts as in the member's opinion is appropriate. The Committee may request staff personnel to appear and set forth such facts or grounds as in the opinion of such personnel support the Superintendent's determination. The Committee on Personnel shall render an opinion with respect to such appeal which shall be final, provided that it shall submit its opinion to the parties and to the Board, and the Board may, but need not, take such further action as in its sole discretion may be appropriate.

V. NO STRIKE PLEDGE

Same as teachers.

W. MATTERS NOT COVERED

Same as teachers.

X. LEGISLATIVE ACTION

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the legislative body has given approval.

Y. SAVING CLAUSE

If any provision of this Agreement is or shall at any time be declared to be contrary to law, then such provision shall not be applicable or performed or enforced and all other provisions of this Agreement shall continue in full force and effect.

Z. MILITARY LEAVE

Same as teachers

ARTICLE XVI

DURATION OF THE AGREEMENT

This shall be a four-year agreement. The effective date of this entire Agreement and each of its provisions unless otherwise specifically noted shall be July 1, 2004 and shall continue in force until June 30, 2009. The terms and condition for July 1, 2004 to June 30, 2006 are set forth in the Memorandum of Agreement dated August 30, 2005, a copy of which is attached hereto as Appendix "F".

IN WITNESS WHEREOF, the undersigned have affixed their signatures the day and year first above written.

GREENBURGH CENTRAL SCHOOL DISTRICT NO. 7

By Ronald L. Swalls
Superintendent

FOR: BOARD OF EDUCATION

By Lloyd A. Kirkland
Board President

GREENBURGH TEACHERS FEDERATION

By Synette Matthews
President

3/12/12

MEMORANDUM OF AGREEMENT

IT IS HEREBY AGREED, by and between the bargaining team for the Greenburgh Central School District No. 7 (hereinafter the "District") and the bargaining team for the Greenburgh Teachers Federation (hereinafter the "Federation") that, subject to the ratification by the members of the District's Board of Education and the members of the Federation, the following shall constitute the terms and conditions of the successor agreement to the collective bargaining agreement covering the periods July 1, 2006 to June 30, 2009.

1. Term of Agreement - July 1, 2009 to June 30, 2015.

2. Article IV - Amend Sections 2 and 3 to reflect reference to the new agreed upon work and delete Appendix D accordingly

3. Article VI - Amend Section 1 and the corresponding Appendices to reflect the following:

(a) The 2008-09 salary schedules shall remain unchanged for school years 2009-2010, 2010-2011 and 2011-2012

(b) (1) The teachers' salary schedule for the 2012-2013 school year shall remain unchanged from the prior years' schedule until the last payroll period of the school year. At that time, (a) the flat dollar amounts listed below shall be added to the steps of the teachers' salary schedule referenced below and (b) a lump sum payment shall be made in such payroll period to each teacher member of the bargaining unit on payroll for the year equal to the amount listed below commensurate with the teacher's current step:

- Steps 1 through 4 - \$0

- Steps 5 through 10 - \$500

- Steps 11 through 16 - \$800

- Steps 17+ - \$2000

(b) (2) Effective with the full ratification of this Memorandum of Agreement, each teacher member of the bargaining unit shall receive a lump sum one-time non-recurring payment which shall be the product of the number of whole years that the teacher was on payroll as a member of the bargaining unit commencing with 2009-2010 and ending with 2011-2012 times the appropriate amount listed below based upon the teacher's current step:

- Steps 1 through 4 - \$0
- Steps 5 through 10 - \$500
- Steps 11 through 16 - \$800
- Steps 17+ - \$2000

(b) (3) A flat dollar one-time payment shall be made to members of the bargaining unit eligible for same within 30 days of the full execution of this agreement

(b) (3) Effective with the full execution of this agreement, teaching assistants members of the bargaining unit on top step in the school year 2012-2013 shall receive a one-time non-recurring lump sum payment of \$525. The teaching assistant salary schedule for 2012-13 remain unchanged. The teaching assistant salary schedule for 2013-2014 shall be increased by \$300, which is to be applied to each step of the schedule.

(b) (4) Members of the bargaining unit eligible for step movement in 2009-2010, 2010-2011, 2011-2012 and 2012-2013 shall receive a salary commensurate with such step movement, where eligible. In 2013-2014, the salary schedules shall be amended to reflect half steps with the difference between each step to be divided in half. Eligible members of the bargaining unit shall move to the new half step effective September 1, 2013. Effective September 1, 2014, eligible members of the bargaining unit shall move from the half step established for 2013-2014 to the next full step thereby accomplishing movement of one full step

over the period 2013-2014 and 2014-2015. Effective with the 2014-2015 school year, all half

steps shall be abolished.

(5) Effective September 1, 2013, each step of the teacher's salary schedule caused by \$1500.

(6) The parties agree that on or about March, 2014, negotiations will be

conducted with regard to the teachers and teaching assistants salary schedules for 2014-2015.

Article VIII Amend to add a new paragraph 7 which shall read as follows:

"Effective July 1, 2013, sections 1-6 above shall be null and void and no longer effective and the following provisions shall take their place:

(a) A teacher may make a written request for a voluntary

transfer where a vacancy exists and where the teacher is qualified for the position applied for and where, in the discretion of the superintendent and the building principal such transfer is in the best interests of the district, the teacher and the children. The final determination with regard to an application for voluntary transfer shall rest in the sole discretion of the Superintendent.

(b) In the event that the Superintendent determines to

involuntarily transfer a teacher, written notice of the transfer will be provided to the teacher. The teacher may, within 5 school days of receipt of such notification, request, in writing, a meeting with the

Superintendent. Such a meeting shall be held within ten (10) school days

of the request. The Superintendent's determination with regard to such

involuntary transfer shall be final.

(c) The issue of transfers will be reopened for negotiations, upon written request of the Union with such request to be made no later than March 15, 2014”.

5 Article XI

(a) Amend Section 1 (b) to add the following:

“Effective July 1, 2013, the District contribution level for individual coverage shall be 93.5% of the individual cost. Effective July 1, 2014, the District contribution level for individual coverage shall be 92.5% of the individual cost. Effective July 1, 2013, the District contribution level for members of the bargaining unit choosing the Oxford option shall be 90% of the individual cost, except the standard contribution levels shall apply for: 1) teaching assistants; and, 2) other unit members who submit an irrevocable letter before July 1, 2013 indicating an intent to switch to SWSHIP at the next available open enrollment period, and then do so switch to SWSHIP”.

(b) Amend to add a new Section 1(g) as follows:

“(g) Effective as soon after the full execution of the agreement as practicable, the parties shall establish a health insurance advisory committee to review the current plans offered by the District to members of the bargaining unit, the cost effectiveness of those plans and alternative options for the provision of health insurance to members of the bargaining unit. The Committee shall be made up of equal representation chosen by the Superintendent of Schools and the President of the Union. The

Committee shall issue a report to the parties on its findings and recommendations no later than the February 28, 2014".

NEW - Add a new provision with regard to a retirement incentive as follows:

(a) A teacher or teaching assistant who qualifies for health insurance in retirement pursuant to Article XI shall be eligible for a retirement incentive during the first school year that the teacher/teaching assistant becomes eligible to retire without penalty into the New York State Teachers Retirement System and does so by submitting an irrevocable letter of resignation in writing to the District no later than January 15th of that school year with the resignation for the purpose of retirement to be effective June 30. Any teacher/teaching assistant who qualifies for health insurance in retirement pursuant to Article XI shall be eligible for a retirement incentive if the teacher/teaching assistant retires during the first school year that the teacher/teaching assistant becomes eligible to retire with penalty into the New York State Teachers Retirement System and does so by submitting an irrevocable letter of resignation in writing to the District no later than January 15th of that school year with the resignation for the purpose of retirement to be effective June 30. Notwithstanding the provisions of Article XI of this Agreement, the incentive benefit to be accorded to such eligible teacher shall be health insurance in retirement for the first ten (10) years of such retirement at no cost to the teacher if the teacher chooses and is eligible for family coverage, and fifteen (15) years of coverage at no cost if the teacher chooses single coverage. For teaching assistant members of the



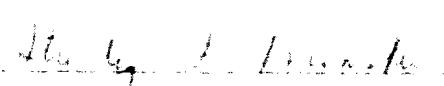
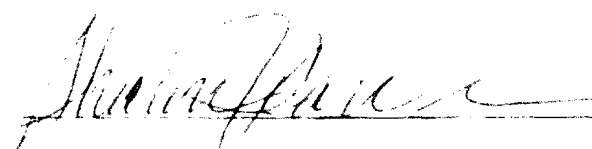

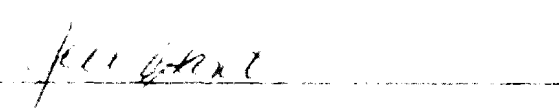

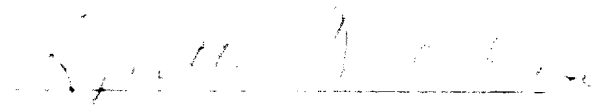






bargaining unit this provision shall apply on the same basis as for teachers except that the number of years of no cost health insurance in retirement shall be four years for teaching assistants choosing family coverage and six years for those choosing single coverage. Retirement contribution toward health insurance in retirement shall commence once the appropriate number of years enjoyed by the retiree under this paragraph have been completed. On a one time only basis, those members of the bargaining unit who are eligible to retire without penalty prior to September 1, 2013, whether first time eligible or not, will be allowed to submit an irrevocable letter of resignation for the purpose of retirement no later than May 1, 2013 to be effective June 30, 2013 and be eligible for this benefit. Also, on a one time only basis, those members of the bargaining unit who are eligible to retire with penalty prior to September 1, 2013, will be allowed to submit an irrevocable letter of resignation for the purpose of retirement no later than May 1, 2013 to be effective June 30, 2013 and be eligible for this benefit.

7. All other provisions in the 2004-2009 agreement between the parties shall continue unchanged except as provided for above.

Dated: March 11, 2013

**FOR THE GREENBURGH CENTRAL
SCHOOL DISTRICT NO. 7 BARGAINING
TEAM:**

**FOR THE GREENBURGH TEACHERS
FEDERATION BARGAINING TEAM:**

GTF No-Layoffs MOA

The following is hereby agreed and acknowledged between the Greenburgh Central School District No. 17 "District" and The Greenburgh Teachers Federation "GTF":

1. On March 8, the District and the GTF executed a Memorandum of Agreement "MOA", extending and modifying the terms of the Collective Bargaining Agreement for the period July 1, 2009 through June 30, 2013.

2. The District agrees that it shall not layoff any GTF members for budgetary reasons for the 2013-2014 school year, provided that:

- a. The MOA is ratified by the District and the GTF, and,
- b. The 2013-2014 District school budget, to be voted on May 21, 2013, is approved by the voters on May 21, 2013.

Greenburgh Central School District No. 17

Greenburgh Teachers Federation

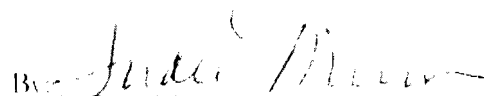
By



Ronald O. Ross

Superintendent of Schools

By



Judie Mirra

GTF President

GTF Sick Day Cash-Out Extension

The following modifies the collective bargaining agreement "CBA" between the Greenburgh Central School District No. 7 ("District") and The Greenburgh Teachers Federation "GTF".

1. Article V (Leaves of Absence), Section 5 (Sick Leave), (c), provides that a teacher who has served in the District for at least ten (10) years and who retires into the New York State Teachers' Retirement System will be paid for each day of unused sick leave to his/her credit, as long as they give notice to the Superintendent no later than March 1 and that the teacher works until the end of the school year. Those provisions of the CBA shall remain unchanged, except that, for the 2012-2013 school year, the March 1 date is changed to May 1, provided that the parties ratify the Memorandum of Agreement extending and modifying the terms of the CBA for the period July 1, 2009 through June 30, 2015 that was executed by the parties on March 8, 2013.

2. This plan is available on a one-time only basis and shall not constitute a precedent for the future. Further, should this plan become effective, it will sunset and no longer be effective, notwithstanding Section 209 (a)(1-c) of the New York State Civil Service Law, effective August 1, 2015.

Greenburgh Central School District No. 7

Greenburgh Teachers Federation

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Ronald O. Ross

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