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AGREEMENT BETWEEN
CHIEF EXECUTIVE OFFICER
NORTH COLLINS CENTRAL SCHOOL DISTRICT

and

NORTH COLLINS TEACHER ASSOCIATION

2012-2013

2013-2014

2014-2015

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AGREEMENT BETWEEN
CHIEF EXECUTIVE OFFICER
NORTH COLLINS CENTRAL SCHOOL DISTRICT
and
NORTH COLLINS TEACHER ASSOCIATION

AGREEMENT dated March 13, 2013, between the Chief Executive Officer, North Collins Central School District, and the North Collins Teacher Association.

The above-named parties hereby agree as follows:

DEFINITIONS

Except as otherwise stated in this agreement, wherever used herein, the respective terms hereinafter in this Agreement shall have the respective meanings hereinafter set forth.

1. The term "Board" means the Board of Education of North Collins Central School District.
2. The term "Association" means the North Collins Teacher Association.
3. The term "Superintendent" means the Chief Executive Officer or anyone designated to act on his behalf. A written statement of explanation will be included at time of designation.
4. The term "Employees of the Bargaining Unit" shall mean all teachers on the teaching staff including half-time teachers and Teaching Assistants. It is understood that Article 4.9 Fair Dismissal-Board Prerogatives, Probationary Period applies to full-time teachers and full-time teaching assistants.

1. RECOGNITION

The employer agrees that the North Collins Teacher Association shall be the sole and exclusive representative for all employees within the teaching unit for the purpose of collective bargaining and grievances, and to unchallenged representation status pursuant to Section 208(2) of the Public Employees Fair Employment Act.

2. NEGOTIATING PROCEDURES

- 2.1 Upon request of either party for a meeting to open negotiations for a new contract, a mutually acceptable meeting date will be set not more than 15 days (work days) following such request. Such request is to be made on or before January 15th of the contract expiration year.
- 2.2 The initial meeting shall be devoted to setting procedures and general discussions. Exchange of proposal packages to take place at the second meeting.
- 2.3 That during negotiations, as tentative agreements have been reached, they shall be reduced to memorandum language and signed by both spokespersons. Such memorandum shall be reduced to contract language as promptly as possible prior to completion of the agreement. It is understood that all agreements are tentative subject to the acceptance of the whole agreement.
- 2.4 At the end of each negotiating session, a date shall be agreed upon for the next meeting.
- 2.5 NCTA negotiations team members will be allowed to restructure, streamline, and update the index of the current contract. NCTA will be responsible for drafting the changes with the district collaboration as the style and format of the contract. The NCTA will be responsible for the final copy upon the district sign off and approval.
- 2.6 This agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

3. COMPENSATION AND CONDITIONS OF EMPLOYMENT

- 3.1 The salary schedules of teachers to be employed in Pre-K through Grade 12 for the school year, and the implementation thereof, are set forth in Section 15.
 - 3.11 Credit for prior experience-newly hired teachers with prior public school teaching experience or prior private school teaching experience shall be placed on the appropriate salary step of said salary schedule, if after careful consideration of said prior service the Board of Education deems this appropriate.
 - (1) A teacher, upon initial employment, may be credited with an unlimited number of years prior teaching experience and placed on appropriate salary step.
 - (2) Appropriate service with the State Department of Education, teaching in schools operated for military service departments, and similar types of prior service will be considered for placement on the appropriate salary step.

- 3.12 Military Service and Peace Corp Service – Teachers with prior military service or Peace Corp Service may be placed on the appropriate salary step of said schedule, based upon careful evaluation of said service by the Board of Education.
- 3.13 Since it is desirable for each teacher to use an uninterrupted planning period each day, the practice of using a regular teacher as a substitute, thereby depriving him of his planning period, is undesirable and should be discouraged.

4. WORKING CONDITIONS – LOAD

4.1 Teachers Hours

- 4.11 The hours for teachers will be as follows:

K-6 -- 7 Hours and 15 minutes per day, Monday through Friday, excluding holidays.
7-12 -- ~~7 Hours and 30 minutes per day, Monday through Thursday. 6 hours and 55 minutes, Friday, or the last day of the Teaching week,~~ excluding holidays except in the case where an unforeseen emergency arises which necessitates the Board altering the working hours. However, the responsibility for pupils remaining after regular hours for extra teacher assistance, club activities, intramurals, etc., rests with the teacher who is supervising this activity.

Beginning and ending times will be established by the Board of Education prior to September which will best meet the needs of student learning and the district.

- 4.12 Teachers are required to attend regular, reasonably scheduled faculty meetings, department meetings, building meetings, district meetings, and those deemed necessary and important by members of the administrative staff; generally these meetings will be limited to one meeting per week.
- 4.121 Department chairs and a “special’s” area representative or designee shall attend the High School graduation ceremony. The teachers at the elementary level shall designate one-third (1/3) of their members to attend the elementary graduation ceremony.
- 4.13 The number of working days shall exceed the days determined by the BOCES calendar by two (2) days beginning July 1, 2009, the first of which shall not be earlier than September 1st and shall not be later than June 30th; provided however, that nothing in this paragraph shall preclude (i) required attendance of new teachers for orientation; (ii) additional employment of guidance counselors; (iii) summer employment or compensated committee work; (iv) attendance by teachers on the minimum number of days during the school year necessary to prevent loss of state aid and (v) Staff Development Days. The Superintendent will consult with the Association President in the selection of those two (2) additional days.

4.2 Lunch Period and Unassigned Time

- 4.21 When the daily total hours of a teacher's continuous duty exceed five (5) hours, a period of at least thirty (30) minutes in length, which shall be free from assigned duties and scheduled so far as practical during the hours normally allotted to pupils lunch periods, will be provided each teacher.

4.22 Teachers shall have at least one thirty (30) minute preparation period each day during which they will not be assigned to any other duties except for emergencies or unusual scheduling problems. Preparation periods shall not be used for AIS.

4.3 Class Load

4.31 In keeping with the Board's policy of providing the best possible educational program for children of the district, class size and teacher assignments will be maintained at a level consistent with sound and current educational practice.

4.32 Teachers in the JSHS shall have no more than six (6) student contact periods during regular class periods. A contact period shall constitute anything other than lunch for a teacher and planning periods. In addition, each teacher shall also receive no less than thirty (30) minutes of uninterrupted lunch. Upon agreement between the building principal and the teacher, student contact hours may exceed (6) periods.

4.4 The Board shall make every effort to provide, where not now provided:

4.41 A separate desk which may be locked for each teacher in the system.

4.42 A suitable place for the teacher in which he or she may place wearing apparel and personal items.

4.5 Substitute Provision

4.51 The District provides an automated system to secure substitute staff for teachers and teacher assistants. The automated service is web based and may also be accessed by telephone. Teachers are responsible to contact the service at least one (1) hour prior to the scheduled starting time. Teachers and teacher assistants may request specific substitutes and the administration agrees to attempt to provide that substitute if they are available. Training will be provided to all users of this system.

4.52 In cases where the district is unable to provide a substitute teacher and the district asks a teacher/assistant to cover the class, that teacher/ assistant shall receive equal comp time which can be used upon the conclusion of regular classes. The teacher shall request of their building principal one (1) day in advance of their intended use of available comp time. Time accrued will not exceed the equivalent of three (3) class periods.

4.6 Faculty Rooms

4.61 In each teaching building of the district, one room will be provided by the district for the use of the faculty. Teacher Faculty Rooms will be designated on rooms marked "FACULTY ROOM".

4.7 Miscellaneous Provisions

4.71 Attendance and participation at Open House/Houses is required of all employees. On the day of Open House, Teachers/Teaching Assistants may leave upon regular dismissal of students.

- 4.72 Members of the instructional staff involved in pupil instruction shall be expected to keep plan books, class registers, pupil attendance registers, in accordance with established practice.
- 4.73 Members of the instructional staff are expected to participate in and/or initiate parent conferences which may include day or evening conferences to better accommodate our parent's schedules. This will not exceed more than one (1) conference per semester. It shall be included in the district calendar, excluding Fridays. It must follow the hours from section 4.11, and may not go past the 8 pm hour. Teachers will have no students on the day of the evening conference.
- 4.74 Members of the instructional unit are expected to carefully consider individual student achievement in subject matters and initiate a program of individual help for non-achievers within the teachers' contracted day.
- 4.75 Teachers are generally expected to be available where they may be reached for pupil consultation, parent contacts, office contacts, etc., during unassigned times and periods. This is especially expected and necessary for the period of time not consumed by staff and department meetings following the normal pupil day. If a teacher wishes to leave the building during the school day, permission must be obtained from the building administrator.
- 4.76 A telephone will be made available for the exclusive use of teachers in their communication with parents and other school business matters.
- 4.77 The district will provide a mentoring program at district cost and developed as a component of the Professional Development Plan (PDP). The mentoring relationship will commence on the date of the mentor-apprentice teacher assignment and conclude at the end of the school year. The district will provide substitute teachers to release the mentor and apprentice teacher for observation and other mentoring activities. A stipend in the amount of \$500.00 will be awarded to the teacher mentor. In addition, a \$500 stipend will be awarded to the Mentor Liaison."

4.8 Professional Responsibilities/Observations

- 4.81 Every effort shall be made not to require teachers to participate in more than two co-curricular activities outside of their regular school hours. This provision shall not apply to Open House; nor shall it apply to faculty meetings, which shall be limited to a reasonable number and which shall, except in emergencies, not exceed one hour after school. The teacher is encouraged to participate in school functions as a part of this professional responsibility.

4.82 See APPR Document for Observation & Annual Review information

~~4.82 All tenured teachers and non-tenured/temporary certification teachers are required to participate in an Annual Professional Performance Review and Professional Goal process, as approved on 6/22/05 by the board of Education and the North Collins Teachers' Association. Teachers are required to submit a completed Professional Goal Proposal Form by the close of the last teaching day prior to Columbus Day. Please refer to the actual document for detailed instructions.~~

~~4.83 Probationary teachers shall be formally observed three (3) times in each probationary year. Tenured teachers shall be formally observed at least once a year by their respective building principal. Each such formal observation shall be followed by a conference between the~~

~~teacher and the observer not more than fifteen (15) school days after the formal observation. During such conference, the observer shall give the teacher a written report of the formal observation. The teacher shall acknowledge receipt thereof by signing and dating the file copy. The signature of the teacher indicates that the teacher has had an opportunity to review and discuss the report. It does not necessarily indicate the teacher's concurrence with the report. Not later than fifteen (15) school days after the conference, the teacher may submit a written, signed and dated response which will be filed with the report. It does not necessarily indicate the teachers' concurrence with the report. If the conference between the teacher and the observing administrator does not occur within fifteen (15) or fewer school days after the observation or submission of the action research project, the observed teacher may refuse to allow the comments of the observing administrator into their permanent file. For each of these occurrences, a letter shall be given to the Superintendent of schools, informing him that the administrator in question failed to fulfill their duty as an administrator which will be signed by the NCTA President and the teacher in question. It is then the administrator's obligation to set up another observation to fulfill the districts duty concerning observations.~~

~~4.84 Each tenured member of the teaching and teaching assistant staff may elect to create a personal professional development plan each year. The plan will consist of at least two (2) professional and one (1) educational related personal goal for the school year. The plan will include goal descriptors, measurement standards and year end summary statements. A copy of the plan will be given to the building principal on or before October 1st and at the end of the 3rd quarter. Teacher and building principal may elect to use the plan in place of the formal observation for a tenured staff member. Upon receipt of the plan, there shall be followed by a conference between the teacher and the building principal not more than fifteen (15) school days. During such conference, the tenured member of the teacher and teaching assistant shall be given a written report of the personal professional development plan. If the conference between the teacher and the observing administrator does not occur within fifteen (15) or fewer school days after the observation or submission of the action research project, the observed teacher may refuse to allow the comments of the observing administrator in their permanent file. For each of these occurrences, a letter shall be given to the Superintendent of schools, informing him that the administrator in question failed to fulfill their duty as an administrator which will be signed by the NCTA President and the teacher in question. It is then the administrator's obligation to set up another observation to fulfill the districts duty concerning observations. No later than fifteen (15) school days after the conference, the teacher may submit a written, signed and dated response which will be filed with the report.~~

4.9 Fair Dismissal—Board Prerogatives, Probationary Period

4.91 Fair Dismissal—Board Prerogatives: The direction of the employees, including the right to hire, assign, transfer, promote, discharge or discipline for just cause, the right to determine the extent to which the educational facilities shall be operated, the right to change methods or procedures or to use new equipment and the right to extend, limit or curtail its operations are vested exclusively in the Board of Education within the limits of the law.

In no case shall the exercise of the above prerogatives of administration be in derogation of the terms and conditions of this agreement.

If any employee feels aggrieved by any action of the Board or its designated representatives, taken pursuant to this Article, he shall have recourse through the grievance procedure as set forth in this agreement.

4.92 Probationary Period: If during probation a teacher is granted a leave or is absent for a period in excess of thirty (30) consecutive work days, then such probationary period shall be extended by the number of work days which the teacher was absent.

If an employee on probation is discharged, the discharge cannot be made the subject of a grievance.

5. VACANCIES

5.1 All vacancies, pending vacancies, and newly created positions, will be posted when they occur. Such posting ~~to take place on the bulletin board of the office and faculty rooms~~ will be emailed to all NCTA members of each school building of the school district, and shall remain posted until said positions are filled.

The provisions of the preceding paragraph do not apply to unpaid vacancies or unpaid positions, nor do they apply to positions related to co-curricular activities, interscholastic sports, or to other similar positions which are not part of a regular teaching position.

5.2 Vacancies shall be filled at the discretion of the Board of Education from applicants within or without the district. Consideration will be given to certified employees or the North Collins Central School District who apply for such positions.

6. LEAVES OF ABSENCES

Except as expressly authorized by the Board of Education, leaves of absence shall be limited to those specified in this article.

6.1 Leaves of Absence may be granted to tenure and probationary employees by the Board of Education as follows:

6.11 Military Service—Leaves of Absence for military service shall be granted as provided in Section 243 of the Military Law governing military service and training.

6.12 In the cases where absences due to illness or disability shall extend beyond an employee's sick leave benefits, as provided in this agreement, said employee shall be granted an unpaid leave of absence for the duration of the illness or disability provided that a doctor's report is submitted indicating that the employee is physically incapable to perform his/her regular duties. Such unpaid leave of absence shall not be granted beyond the last day of the current school year.

An employee whose illness or disability, as confirmed by his/her attending physician, extends beyond the current school year and into the following school year may request, upon notice to the Superintendent, not later than 30 days prior to the beginning of such leave request, an extended leave of absence without pay for a period not less than one semester nor more than two semesters. A further leave of absence without pay shall not be granted unless the employee returns to his/her position and serves continuously for six months.

In exceptional cases, a further leave extension without pay may be permitted by the Board of Education for good cause shown and where the interests of the school district would be served.

Leave under this section may be withheld or terminated if the Board of Education determines that the illness or disability is of such a nature as to permanently incapacitate the employee for the performance of the duties of his/her position.

6.13 Child Rearing Leave

- (A) The Board may grant a leave of absence without pay or increment, for child rearing (pre-school age) for a period(s) of time not to exceed two years per child, from the date the teacher requests such leave to begin. Successive leave may only be granted after returning to work for one (1) semester. Such leave may be granted to any regularly employed and certified teacher as per New York State Law.
- (B) Request for child rearing leave must be filed with the Superintendent through the immediate superior at least sixty (60) days prior to the date the teacher desires such leave to commence (when possible). In the event the child rearing leave is related to pregnancy, the teacher may request the leave to begin upon conclusion of her disability as attested to by a physician.
- (C) The expiration date of the child rearing leave request shall coincide with the end of a quarter (10, 20, 40 weeks), and shall be so specified in the leave request form. The teacher may request any length of leave up to the two (2) years which ends at the end of a quarter providing the leave period is specified. If a teacher requests a leave of less than two (2) years, it shall be extended by Board action provided that the teacher files a request for extension fifty (50) days prior to a leave expiring at the end of a quarter. Only one (1) extension shall be granted.
- (D) All leave requests must specify the dates when the leave will be effective and the date when the teacher will return to teaching. A teacher on leave must notify the Superintendent prior to the expiration of such leave whether or not he/she intends to return to teaching at the time specified in the leave request; and this notification shall be made in writing not later than December 1 for a leave expiring at the end of the first semester, and not later than April 30 for a leave expiring at the end of the second semester.
- (E) Child rearing leave for any given child is nonrenewable beyond two years for any given leave.
- (F) Child rearing leave and other leaves without pay, except for illness or disability, shall not be counted toward seniority in a tenure area.

6.2 SICK TIME ALLOWANCE, INCLUDING PREGNANCY

6.21 Sick time allowance is leave with full compensation.

6.22 Sick time allowance shall not be available to those employed on an hourly or per diem basis.

6.23 Sick time allowance shall be for personal disability resulting from sickness, injury, medical examination, or other cause except as herein provided or excluded.

- (1) In those instances where a teacher employed by the District shall know in advance of an anticipated illness or other disability which shall require such teacher to take a leave of absence (i.e. advance notice of elective surgery, expected childbirth, etc.), such teacher shall notify the Board in writing, indicating as far as possible, the expected date of commencement of the sickness or disability leave of absence and the anticipated period of duration of such leave of absence.
- 6.24 At any time the school superintendent has reasonable cause to believe that a teacher employed by the District is ill or disabled, to the extent that such illness or disability impairs such teacher's ability to perform duties or that a teacher who has been absent because of such illness or disability has sufficiently recovered to enable the resumption of duties without physical injury, the school superintendent may require a written statement from such teacher's physician or a medical examination by the school physician, as the teacher shall choose, to determine such teacher's fitness to continue or return to duties. Such proof shall be submitted within five days of request. Physician's statements shall not be unreasonably requested nor shall they be required of the same teacher more frequently than once in any 30 day period.
- 6.25 The schedule for the number of days of sick time allowance shall be as follows:
- (1) Twelve (12) days sick leave must be credited to a teacher at the beginning of a school year. If a teacher does not commence teaching in September, the number of days will be pro-rated at the rate of one day per month. If a teacher resigns and terminates his or her services before the end of the year, the amount of time such teacher is allowed for sick leave will be pro-rated.
- a. The number of sick days will be pro-rated for part-time employees in direct proportion to full-time equivalency.
- (2) Sick time allowance not used shall be accumulative. However, the days so accumulated shall not exceed 210.
- 6.26 All sick time credit earned shall be forfeited by the employee upon his termination of employment by the District.
- 6.27 (Memorandum of Agreement 11/9/98) Each member of the unit will be a member of the "Sick Leave Bank". When the number of days in the sick bank falls below 500, the Teacher' Association may replace those days through member contribution on an equitable basis. Each member shall contribute at least two (2) days and no more than five (5) days of his yearly allowance as described in Item 6.25 (1) of this section, of sick leave days each school year to the "Bank" which shall be established to aid teachers who suffer prolonged illness and whose sick leave accumulation has been exhausted. A teacher shall make his contribution by giving a signed, written authorization to the School Business Administrator of the District by September 30 of the current school year. The Board of Education will initially make a one-time-only contribution, July 1, 1974, for a total of thirty (30) days to start the bank.

At the end of the school calendar year, any personal or sick days members of the unit have which exceed 210 personal or sick days shall automatically be moved to the sick bank.

In cases of extended illness or disability to a member of the bargaining unit and /or those described in Section 6.31, member of the bank will be permitted on written application to the Superintendent and to the Teachers' Association, with adequate justification, to request sick

days against the bank in increments of up to 60 days after thirty (30) days of his/her own accumulations have been used, but only for illness of a prolonged nature. However, payment from sick bank may begin when teacher has exhausted thirty (30) consecutive work days, if prolonged illness can be documented. (Prolonged illness shall be defined as a continuous illness or disability in excess of thirty (30) consecutive work days.)

A member of the bank may not exceed 120 days of sick bank time per illness or incident. In no case shall a teacher be paid from the sick bank before exhausting thirty (30) consecutive workdays.

Medical reports may be requested by the Superintendent and/or Teachers' Association in the administration of the bank.

6.28 The Business Office shall provide each member of the North Collins Teacher Association with a written notice of sick time available once during the first payroll in September of each year.

(1) Prolonged illness shall be defined as a continuous illness or disability in excess of 50 consecutive school days.

In no case will a teacher be paid from the sick bank before exhausting 30 consecutive work days.

6.29 Any teacher continuously employed from September 1st through June 30th who does not utilize any days charged against their accumulated sick leave or personal time shall receive a ~~\$500.00 U.S. Savings Bond~~ **\$250.00 paid to the individual employee by September 15th** of the following year. Contributions to the Sick Leave Bank do not pertain to this section.

6.3 ILLNESS IN THE IMMEDIATE FAMILY

6.31 The utilization of sick time allowance for illness of a spouse, parent, parent of a husband or wife, an unmarried child, or any relative permanently residing in the personal household in which the employee himself resides is authorized. Sick leave for this purpose shall not exceed five (5) school days for each incident. The Superintendent may at his/her discretion authorize an extension beyond five (5) days. The use of sick time in each occasion shall be charged against accumulated sick time allowance of the individual.

The utilization of sick time allowance for illness of a brother, sister, grandparent and married child is authorized, provided that the use of sick time allowance for this purpose shall in no case exceed four (4) days per year. The use of sick time in each occasion shall be charged against accumulated sick time allowance of the individual.

6.32 The number of sick days will be pro-rated for part-time employees in direct proportion to full time equivalency.

6.4 ABSENCE UNDER WORKERS' COMPENSATION

- 6.41 When an employee is absent from work because of illness or injury covered by Workers' Compensation Insurance carried by the Board of Education, such absence may be considered sick at the option of the employee and charged to accumulated sick leave until exhausted.
- 6.42 In the event a compensation award is made for lost time and sick leave payments are selected by the employee, such sick leave payments shall be reduced by the amount of compensation awarded during the period of sick leave payment. However, the amount paid to the school district in no case shall exceed the amount paid by the district to the employee.

6.5 JURY DUTY AND SUBPOENAED COURT SERVICE

- 6.51 Employees who are called for Jury Duty or subpoenaed to serve as witness for court will request to defer such service to a time when school is not in session. The employee will be compensated their regular rate of pay upon proof of such service and receipt of any compensation for that service.

6.6 AUTHORIZED ABSENCES FOR SPECIAL CONDITIONS

- 6.61 Authorized absence may be granted to probationary and permanent employees under the following conditions:

Zone meetings, conferences, Committee of 100, workshops, and N.Y.S.U.T. Representative Assembly Meetings—for attendance at professional meetings, conferences, workshops for professional improvement, when approved in advance by the Superintendent or his authorized representative with pay.

Request for these absences must be made on a prescribed form and submitted to the Superintendent, whenever possible, at least 15 days prior to the date or dates of absence requested. A written report of the conference, or workshop, except NYSUT Assembly Meeting, on forms specified by the Superintendent, must be submitted not later than five (5) days after the teacher returns from this absence. Tax exempt forms must be used for expenses to be paid by the district and all claims for reimbursement must be itemized on the school's claim form with applicable receipts attached.

6.7 DEATH IN FAMILY

- 6.71 Each employee, other than those employed on an hourly or per diem basis, may have one (1) day leave per year with full compensation for the death of a relative other than as provided in Section 6.72. Any additional leave requested for this purpose will be charged against sick leave with full compensation. However, such time is available only between the time of the death and the funeral.
- 6.72 Where the death is in the household or the immediate family, (husband, wife, child, brother or sister of husband or wife, grandparent of husband or wife, parent of husband or wife, son-in-law, daughter-in-law or any relative permanently residing with the employee), such leave shall not exceed five (5) days, except in the case where considerable distance is involved, in which case the five (5) days may be adjusted to meet the needs of the travel time with full compensation. Time taken exceeding five (5) days will be charged against sick time.

6.73 The number of bereavement days will be pro-rated for part-time employees in direct proportion to full-time equivalency.

6.8 PERSONAL LEAVE

6.81 Each teacher will be granted three (3) days of personal leave each without a deduction from salary. Requests for personal leave are to be submitted in writing twenty-four (24) hours prior to such leave to the Superintendent.

a. The number of Personal Days will be pro-rated for part-time employees in direct proportion to full-time equivalency.

6.82 It is clearly understood, however, that such leave is not to be used to extend vacations or to provide entertainment related activities. Such leave shall not be granted prior to or subsequent to a holiday or vacation period without prior written approval of the Superintendent.

6.83 No more than three (3) teachers from each building may utilize such leave at any one time.

6.84 Teachers may be allowed personal days without pay where reasons do not warrant leave with pay. Requests for leave without pay must be arranged at least two (2) days prior to leave.

6.85 All unused personal leave will be credited to accumulated sick leave after the end of the fiscal year.

6.86 A teacher may be granted a day of leave for the death of a personal friend with the approval of the building principal (or Superintendent). Such time to be charged to accumulated sick leave.

6.9 POLICIES ON PAY FOR ABSENCE DUE TO SEVERE WEATHER OR OTHER EMERGENCY CONDITIONS

Absence of Teachers on Account of Severe Weather and Other Emergency Conditions

6.91 Weather or similar reasons may not be a reasonable excuse for non-attendance with subsequent loss of pay, except when a publicly announced driving ban is in effect in the community in which the employee resides. In such instance there will be no loss of either pay or sick time.

6.92 When school is closed to pupils because of weather, or other emergency conditions, it is assumed that teachers also do not have to report for duty. However, the Board of Education may later require that each such day lost to pupils be made up with the corresponding demand for teacher services.

6.93 Teachers on sick time allowance preceding the closing of school for weather or other emergency conditions will suffer no loss of remuneration or sick time as a consequence of closing.

7. SABBATICAL LEAVE

7.1 ELIGIBILITY AND CRITERIA

- 7.11 Applicant must be Professional personnel in the North Collins Central School System on tenure with a minimum of seven (7) years teaching experience in the North Collins Central School District.
- 7.12 Application for approved educational study or educational travel.
- 7.13 Sabbatical Leave can only be granted upon the recommendation of the Superintendent with the approval of the Board of Education.

7.2 APPLICATIONS

- 7.21 One member of the teaching staff may be considered for a leave during any single year.
- 7.22 Each applicant for such leave shall file a written application by December 1 for leave July 1 or September 1.
- 7.23 The Board of Education shall complete action on said application by March 1.
- 7.24 Applications for leaves of study must include the name of the institution at which the individual plans to study and the courses to be pursued. Such study should be related to the applicant's professional position or proposed growth.
- 7.25 All applicants must appear before the Board of Education to explain their application requests before the final decision can be made.
- 7.26 It is recommended that each applicant be notified in writing of his acceptance or rejection.
- 7.27 In choosing among applicants, consideration will be given to the probable value of the leave to the district, the number of years of service in the district, the quality of service, the allocation of leaves among the divisions of the school system, and the number and the recency of previous leaves.

7.3 SALARY

- 7.31 The individual granted leave shall receive one-half of their regular salary, not to exceed \$30,000., and one-half of their normal fringe benefits during a full school year leave.
- 7.32 The individual shall be placed on the appropriate salary step upon returning to this system.

7.4 OTHER PROVISIONS

- 7.41 Staff members granted sabbatical leaves are obligated to return to the school system for four semesters upon completion of the leave. Upon failure to complete this obligation, the teacher will repay the school system the sabbatical salary pro-rated for the period of unfulfilled obligation.

- 7.42 Upon return from sabbatical leave, the staff member is guaranteed:
- (1) Reappointment to former tenure area, provided a vacancy exists.
 - (2) Salary credit for college credits earned in direct conformity to the college credit provision of Appendix B of the Salary Schedule.
- 7.43 While on sabbatical leave, the staff member is guaranteed:
- (1) Continued membership and credit in the retirement system.
- 7.44 Staff members granted sabbatical leaves will submit written reports to the Board of Education:
- (1) Containing sufficient information to show that the leave accomplished its purpose.
 - (2) Containing information which could aid in evaluating the entire program.

8. OTHER EMPLOYEE BENEFITS

8.1 TAX SHELTERED ANNUITIES

- 8.11 Teachers may participate in a tax sheltered annuity program. The Board of Education agrees to purchase annuities for employees in accordance with Section 3109 of the New York State Education Law and the provisions of Section 403-b of the Internal Revenue Code of 1954 as amended.

8.2 HEALTH CARE AND OTHER COMPENSATION PLAN

- 8.21 Teachers may participate in a deferred compensation plan.

8.3 CAFETERIA PLAN/HEALTH INSURANCE

- 8.31 The District shall make available and provide 85% group health insurance coverage to all full-time active employees through the NY44 Health Trust. All unit members meeting the requirements for participation in the Health Insurance Program will be entitled to participate. The District shall automatically deduct, in pre-tax dollars, any unit member's health insurance contribution required under this section.

If, and only if, the NY44 Health Trust is dissolved or disbanded during the length of the agreed contract, the district shall provide family and single health care plans. This plan may be different than the plan provided by the NY44 Health Trust. Coverage will still be at 85%.

Participation in the plan will be available to regular members of the teaching staff on the anniversary date of the current plan, (July 01st of each year). New hires will be eligible to participate in the plan one month after their date of hire.

If a teacher is less than 100% FTE, such coverage will be pro-rated to an amount equal to the appropriate FTE. If a teacher enrolls or discontinues coverage within the plan year, such amount shall be pro-rated to an amount equal to 1/12th of the annual amount for each month of coverage.

If a teacher who is participating in the health insurance program is laid-off, that teacher will continue to participate in the health insurance program afforded under this section by paying 100% of the cost. Participation in health insurance program will cease when his or her name is deleted from the eligibility list.

If the insured spouse or a regular member of the teaching staff loses their medical coverage, either through loss of job, death, retirement, or through a change in status, the district will provide the teacher with health insurance within ~~60~~ **30** days after receiving written notification from such teacher.

- 8.32 For all full-time active teachers who choose not to enroll in Health Insurance, an annual amount of \$1,300.00 shall be given in cash or benefits, in accordance with provisions of Section 125 or IRC and as contained in the plan document. If a teacher is less than 100% FTE, such amount will be pro-rated to an amount equal to the appropriate FTE. If a teacher does not commence work in September or discontinues service prior to June, such amount shall be pro-rated to an amount equal to 1/12th of the annual amount of each month of service.

The district shall contribute **\$500 during the 2012-2013 school year, and \$600 every subsequent year** to provisions of Section 105 H. Teachers who have contributed money to a Section 125 H shall have that money deducted prior to having money deducted from the Section 105 H. A debit card shall be provided to have funds deducted directly from these accounts.

The Cafeteria Plans will be pro-rated for part-time employees in direct proportion to full-time equivalency.

- 8.33 No employee shall be entitled to cover a dependent or a spouse under the District Health Care Plan if the dependent or spouse is covered by a non-district medical plan. All employees shall file annually with the Business Office an affidavit provided by the District attesting that the employee and any covered dependent or spouse is not covered by another medial plan.
- 8.34 Employee Health Insurance costs shall be deducted from the first **twenty-on (21)** pays of the school year.
- 8.35 Reimbursed Medical (125 H) deductions will be adjusted to be deducted from the first twenty (21) pays starting for the 2010/2011 school year.

8.36 RETIREES

Benefits are afforded retirees on the same basis as active employees, however, a retiree cannot participate in the plan if he/she was not a participant in the plan as an active member of the teaching staff, or as a participant who has been laid-off and continues until such time his/her name is deleted from the eligibility list. Deletion from the eligibility list is also a deletion from the benefits afforded under this section of the contract.

The Board of Education will provide base coverage for retirees at a cost not to exceed \$1600.00 annually for single coverage and \$3,500.00 annually for family coverage. Annual amount to be pro-rated to months of coverage at a rate of \$133.33 per month for single coverage and \$291.67 per month for family coverage.

In respect to retirees participating in the health insurance program, employees hired after June 30, 1995, will not be afforded the same benefits as those hired before June 30, 1995. The benefits to these newly hired employees as retirees in the health insurance program will be limited as to premiums paid by the district for health insurance coverage to an amount equal to their final year service increment as provided in Section 14.5.

If a retiree participating in the health insurance program predeceases his or her spouse, the spouse will continue to receive the same benefits afforded the retiree under this section during his or her lifetime until they remarry.

8.4 VOTE COPE PAYROLL DEDUCTIONS

8.41 Teachers may opt to have Vote-Cope contributions as a payroll deduction to be distributed over ~~fifteen (15)~~ **twenty-one (21)** pay periods.

9. PROTECTION OF TEACHERS

9.1 LEGAL ASPECTS

9.11 The Board of Education will provide an attorney, or attorneys for, and pay such attorney's fees and expenses necessarily incurred in the defense of a teacher, member of a supervisory or administrative staff, or employee, in any civil or criminal action arising out of any disciplinary action taken against any pupil of the district while in the discharge of his duties within the scope of his employment.

9.12 The Board of Education shall save harmless and protect such teachers, members of the supervisory or administrative staff, or employees, from financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or without the school building while in the discharge of his duties within the scope of his employment.

9.13 The Board of Education will arrange with an insurance company to maintain such protection.

9.14 However, the Board of Education shall not be subject to the duties and obligations above provided, unless such teacher, member of the supervisory staff, or administrative staff, or employee, shall, within ten (10) days from the time he is served with any summons, complaint, process, demand, notice, or pleading, deliver the original or copy of same to the Board of Education.

9.15 Any case of assault on a teacher shall be promptly reported by the teacher to the immediate supervisor who shall immediately notify the Superintendent. When necessary, legal assistance shall be provided to the teacher by the District legal council in connection with the handling of the incident with law enforcement and/or judicial authorities.

9.2 PERSONNEL FILE

9.21 Each teacher has the right, upon request and reasonable notice, to review his personnel file, except for privileged communications contained therein (such communications to be limited to placement office credentials and statements or letters of recommendations). Each teacher shall have the right to be accompanied by a representative of his own selection during such review. The teacher shall have the right to reproduce information within the file at his cost,

with the exception of privileged communications, but the file or its contents shall not be removed from the office in which it is stored. Except for review by the teacher and/or his representative as set forth above, said file shall not be opened to public inspection except upon specific written consent by the teacher. This file shall be the only official file maintained by the school.

- 9.22 No material derogatory to a teacher's conduct, services, character, or personality will be placed in his personnel file unless the teacher has had an opportunity to review such material. The teacher will acknowledge that he has had the opportunity to review such material by affixing his signature and the date to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

9.3 SENIORITY CLAUSE

- 9.31 In the event of staff cutbacks in a tenure area, the teacher with the least seniority shall be the first to be dismissed.

This is not to preclude in any way the right of the Board to terminate the services of a teacher under Articles 3012, 3031, or other applicable articles, of State Education Law.

Seniority, as herein utilized, shall be defined as length of continuous service to the district. Such continuous service shall include sick leave, with or without pay, military leave, and any other paid leave. Other unpaid leaves shall not be considered for determining seniority.

Employees affected by such cutbacks shall be placed on a seniority list. In the event of future vacancies in the tenure area, the teachers (s) with the greatest seniority shall have first opportunity to accept such position(s). ~~If a teacher refuses such opportunity, that teacher shall be dropped from the list.~~

10. MISCELLANEOUS PROVISIONS

10.1 CONTRACT TERMS

- 10.11 The terms of this contract shall supercede only those board and administrative rules and regulations and practices which are inconsistent therewith or contrary thereto.

Any agreements with individual teachers shall be made subject to the terms of this contract, as well as other rules and regulations of the administration and Board of Education written or implied.

- 10.12 Copies of this agreement shall be produced at the expense of the Board of Education and presented to all teachers now employed or hereafter employed during the terms of the agreement. An electronic copy will be made available to NCTA Members via intranet folders and/or special drive access (hard drive).

- 10.13 This contract may not be modified in whole or in part by the parties except in writing and if mutually agreed.

- 10.14 It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of laws or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.
- 10.15 If any provision of this agreement or any application of this agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 10.16 This agreement constitutes the entire and complete record of the binding commitments between the parties. From and after the execution date of this Agreement, no other document shall constitute a binding commitment between the parties unless it is dated on or after such execution date and is signed by a duly authorized representative of each party. During the term of the Agreement neither party shall have the right to insist on bargaining over any subject, unless mutually agreed to, whether or not specifically referred to in this Agreement, until negotiations for a successor Agreement begins.

10.2 PRIVILEGES OF THE ASSOCIATION

- 10.21 Use of school facilities for meeting purposes as prescribed by school district policy, provided that no Association meetings are to be held during regular school hours. Requests for use of facilities are to be filed with the administrator of the building in which the meeting is to be held at least twenty-four (24) hours prior to the meeting.
- 10.22 Use of the inter-school mail system for official Association business. Distribution and sorting of the materials will be the responsibility of the Association and shall not be conducted during instructional time.
- 10.23 Posting of notices of Association activities and official business on faculty bulletin boards assigned by the building principal.
- 10.24 It is understood that each teacher shall have the right to have not more than two (2) representatives from the Association whenever they deem such necessary.
- 10.25 The Association officers shall be permitted to leave their assigned buildings after teaching responsibilities are completed for the purpose of transacting association business concerning members. The building Principal will be notified prior to leaving.
- 10.26 The Association shall be entitled to a total of twelve (12) days per year, to be used to conduct business outside the district (e.g. NYSUT Representative Assembly, NYSUT lobbying efforts, NYSUT workshops and State Committees). The district Superintendent will be notified prior to leaving. No more than two individuals may be absent for such business at any one time. The use of such days shall be authorized by the Association President. These days shall be without loss of pay or benefits. Association business days shall be subtracted from the twelve (12) allotted days.
- 10.27 Attendance of one (1) elected representative to the NYSUT Representative Assembly will be allowed.

- 10.28 Association officials required to appear in legal proceedings on behalf of the Association shall be allowed leave in excess of other provisions of this contract.
- 10.29 The District will honor payroll deductions of dues for North Collins Teachers Association and its affiliates.
- 10.29a The Association shall supply the District with dues deduction authorizations from members authorizing deductions no later than June 15th of the previous fiscal year. The total amount of dues shall be divided into twenty-one (21) equal amounts.
- 10.29b Such payroll deductions of dues will be disbursed monthly, or upon demand to the local Association Treasurer.
- 10.29c The Association shall indemnify, defend, and save the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by any reason of action taken or not taken by the District pursuant to the provisions of Section 9.1.

11. DURATION OF CONTRACT

- 11.1 This contract shall be retroactive July 1, 2012, and continue in effect until June 30, 2015, until a successor agreement is placed in effect.

12. GRIEVANCE PROCEDURE

12.1 GENERAL

- 12.11 The purpose of this grievance shall be to afford teachers an adequate opportunity to dispose of their differences and to settle equitably and informally, if possible, at the lowest possible level, disputes which may arise from time to time with respect to specific claims of violation, misapplication or misinterpretation of the terms of the contract.
- 12.12 The following definitions shall apply to Article 13 of this contract:
- (1) "Immediate Supervisor" refers to building principal in which alleged grievance occurred. If said grievance involves more than one building, such grievance shall be directed to the Superintendent as immediate supervisor.
 - (2) "Superintendent" shall mean the Chief Executive Officer of the North Collins Central School.
 - (3) "Building Representative" refers to the Association representative appointed for the respective building.
 - (4) "Association Committee" shall refer to the Association Grievance Committee.
 - (5) "School Day"—a day when teachers are scheduled to be in school except that during the summer recess, it shall mean any calendar day except Saturday, Sunday, Independence Day, or Labor Day.

- (6) "Informal Presentation" shall mean an oral statement by the teacher and/or the Building Representative to the immediate supervisor. It must be clearly stated that this is an informal discussion or a grievance.
- (7) "Formal Presentation" shall mean a signed written statement by the teacher of his/her grievance. The statement shall set forth the alleged facts upon which the grievance is based and the particular provisions of this Contract claimed to have been violated, misapplied or misinterpreted.
- (8) "Grievant" shall mean an aggrieved member of the negotiating unit; however, if the grievance involves all or a majority of members of the negotiating unit in a department, building, or grade level, "grievant" shall mean the Association.
- (9) "Grievance" is a claimed violation, misinterpretation, or misapplication of a provision of this agreement.

12.13 No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

12.14 At Levels I, II and III, only those persons and parties shall participate in meetings on grievances as are specifically referred to in the provisions of Section 13.2 "GRIEVANCE PROCEDURE". At Level IV and Level V, the Association and the District may each be represented by a duly authorized representative.

12.15 The time limits set forth in Section 13.2 "GRIEVANCE PROCEDURE" must be strictly adhered to by the parties and the teachers. However, the District and the Association may mutually agree in writing to modify any such time limit and consent to a modification must not be withheld unreasonably by either party.

12.16 The Association President will submit to each building principal, no later than September 30th, a list containing the officers of the association, the building representative for the association, and the chairman of the association committee.

12.2 GRIEVANCE PROCEDURE

12.21 Level I – Informal Presentation to Supervisors.

A grievant presenting a grievance must initiate this procedure within twenty (20) school days of the date of the incident by the following steps:

- (1) The grievant must approach his immediate supervisor and request a meeting, clearly stating that this meeting concerns an alleged grievance.
- (2) This meeting will take place within five (5) school days from the time of the request. The grievant may not be compelled to discuss the grievance prior to any scheduled meeting.
- (3) The grievant will discuss the grievance with his immediate supervisor.
- (4) After the meeting, the immediate supervisor will issue a verbal decision within two (2) school days.

12.22 Level II – Formal Presentation to Immediate Supervisor

If the grievance is not resolved at Level I, a formal written presentation shall be made to the immediate supervisor within five (5) school days from date of meeting described in paragraph 13.21 (2), of this contract. Within five (5) school days after receipt of the written grievance, the supervisor shall render a written decision thereon in writing and present it to the Building Representative, the grievant, and the Chairman of the Association Committee.

12.23 Level III – Superintendent

- (1) If the grievant and the Association Committee are not satisfied with the written decision at the conclusion of Level II and wish to proceed further under this grievance procedure, within five (5) school days following the receipt of decision, the grievant and the Association Committee shall file the grievance and a copy of the written decision at Level II with the Office of the Superintendent.
- (2) Within five (5) school days after receipt of the appeal, the Superintendent, or his duly authorized representative shall hold a meeting with the grievant and the Association Committee.
- (3) The Superintendent shall render a decision in writing to the grievant and the Association Committee within five (5) school days after the conclusion of the meeting.

12.24 Level IV – Board of Education

- (1) If the grievant and the Association Committee are not satisfied with the decision at Level III, the grievant and the Association Committee will file an appeal in writing with the Board within five (5) school days after receiving the decision at Level III. The written grievance and the written decisions at Levels II and III shall be available for use of the Board and the grievant or the Association Committee.
- (2) The Board shall hold a special meeting in Executive Session on the grievance with the grievant, the Association Committee, and the Superintendent within twenty (20) school days after receipt of the written appeal.
- (3) Within ten (10) school days after the conclusion of the meeting, the Board shall reply in writing on the grievance to the grievant, Superintendent, and the Association Committee.

12.25 Level V – Arbitration

- (1) After such meeting, if the grievant and the Association Committee are not satisfied with the decision at Level IV, and the Association Committee determines that the grievance is meritorious and that appealing it is in the best interest of the grievant, it may submit the grievance to arbitration by written notice to the Board within ten (10) school days of the decision at Level IV.
- (2) Upon receipt of such written notice, the Superintendent and the Chairman of the Association Committee shall jointly send a letter to the American Arbitration Association ("AAA") which:

1. Requests arbitration of one specifically identified grievance, and
2. Requests the AAA to send to each party a list of ten (10) names of arbitrators.
- (3) Each party, not later than the tenth school day after receipt of its copy of the list, must mail its copy to the AAA with any names thereon which are unacceptable to it crossed out and all other names numbered in order to show the party's preference. The AAA shall then name the arbitrator most preferred by the parties as indicated on the lists submitted. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties, it shall submit a second list of ten (10) names and the same procedure will be followed with respect to it. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties from the second list, it shall name the arbitrator.
- (4) The decision of the arbitrator, which shall be rendered to the Board, the Superintendent, and the Association Committee, shall be binding on the grievant and all other parties.
- (5) All the expenses of the arbitrator, including per diem costs, shall be paid jointly and equally by the District and the Association.

GRIEVANCE RECORD

LEVEL

1. Employee: _____

Immediate Supervisor: _____

Date of Alleged Grievance: _____

Date of Review of Grievance: _____

Disposition of Grievance: _____

2. Employee: _____

Supervisor: _____

Date of Review of Grievance: _____

Disposition of Grievance: _____

3. State of Grievance: (Give Full Details – include dates, times, places, names, etc.)

4. Redress Sought:

Employee's Signature

Board Action:

Date of Action:

13. IMPLEMENTATION FOR SALARY SCHEDULE

- 13.1 Payment for approved graduate credit will continue to be made for each 6 hour career block. The rate will be \$500 per 6 hour career block.
- 13.11 A teacher who is not permanently certified in New York State may be credited with a maximum of forty-two (42) graduate semester hours which can be applied to permanent New York State certification requirements in his/her area of employment.
- 13.12 A teacher who is permanently certified and/or who possesses a Masters Degree may be credited with an additional forty-two (42) semester hours of graduate work beyond those hours applied to permanent certification and/or the Masters Degree. Said additional hours must be in the subject matter area in which the teacher is employed, excepting those cases where prior approval has been obtained from the Superintendent for graduate hours in an area other than the area of employment.
- 13.13 Graduate hours to be considered for salary increments will be limited. No more than three (3) semester hours per semester during the regular teaching year (September 1 through June 30) and no more than twelve (12) semester hours per school fiscal year (July 1 through June 30). Semester hours in excess of these limitations may be approved in a subsequent year, subject to the maximum twelve (12) semester hours for any one year.
- 13.14 In that a Masters Degree is a designed program to improve a teacher's professional skill, teachers are encouraged to pursue a Masters program coincident with the pursuit of permanent certification.
- 13.2 In qualifying for such salary, a teacher shall submit or have submitted to the Superintendent, official grade reports or transcripts by the college or university where such courses were taken indicating that the additional hours covered by the official grade report or transcript have been satisfactorily completed.
- 13.3 Upon approval of the Superintendent, a request for schedule transfer is presented to the Board of Education.
- 13.4 In order to get additional salary for graduate hours, such official grade reports or transcripts as aforementioned must be submitted to the Superintendent prior to October 1 and March 1. Adjustments will be made retroactively to the first payroll period ending in September and the first payroll period ending in February.
- 13.5 A schedule transfer will be made upon the completion of the requirements for a Masters Degree, provided that:
- 13.51 Semester hours to be approved in the schedule transfer do not exceed the limitations specified in the preceding sections.
- 13.52 An official transcript of graduate hours and/or a statement of eligibility from the degree-granting college or university are submitted to the Superintendent.
- 13.6 The Board of Education will provide an increment necessary to place a teacher on his proper step of the salary schedule.

- 13.7 Each teacher shall have the option of receiving their salary in bi-weekly payments over 21 or 26 pays. This option can be exercised only once a year prior to certification of the first payroll.
- 13.8 Pay days will be scheduled on the second Thursday after the end of each and every payroll period. Pay checks must be in the teacher's mailboxes not later than 3:00 P.M. on such pay days. Teachers will be allowed to travel to the bank during their planning period on the day after pay day for the purpose of cashing their pay checks.
- 13.9 In-service reimbursement will be made for up to 30 contact hours of approved non-graduate school in-service programs such as those offered through BOCES or a teacher center. To be eligible for in-service reimbursement, the program must be outside the teacher work day, at no cost to the District and be approved prior to the start of the in-service by the Superintendent. Decisions regarding the appropriateness of the in-service activity are not grievable. The in-service stipend and summer school hourly pay will be ~~\$27.00 per hour in 2008-2009, \$27.34 per hour in 2009-2010, \$27.66 per hour in 2010-2011, and 27.98 per hour in 2011-2012~~ years 2012/13-2014/15.
- 13.91 Committee Work: Involvement by teachers in committee work approved by the Superintendent will be reimbursed at a rate of \$20.00 per hour. Such reimbursement will only be made for committee activity outside of the teacher work day. Payment for approved committee hours must be requested on a claim form prior to June 1st of the year during which they are performed.
- 13.92 The North Collins Central School District and the North Collins Teachers' Association hereby agree to make compensation for Intramural Supervision at the rate of ~~\$15.02 per hour for the 2008-2009 school year, \$15.21 per hour for the 2009-2010 school year, \$15.39 per hour for the 2010-2011 school year, and \$15.57 per hour for the 2011-2012~~ 2012/13-2014/15 school years.
- 13.93 The North Collins Central School District and the North Collins Teachers' Association hereby agree to make compensation for After-School Study Hall at the rate of ~~\$15.02 per hour for the 2008-2009 school year, \$15.21 per hour for the 2009-2010 school year, \$15.39 per hour for the 2010-2011 school year, and \$15.57 per hour for the 2011-2012~~ 2012/13-2014/15 school years.
- 13.94 The North Collins Central School District and the North Collins Teachers' Association hereby agree to make compensation for Review Classes held outside of the normally scheduled school day at the rate of \$20.00 per hour. Appointments are based upon the Superintendent's approval.

14. Salary Provisions

14.1 A system of payroll deduction will be made available to all employees of the bargaining unit through the Hamburg Central Federal Credit Union.

14.2 Final Year Increment

The District shall grant a teacher an option to apply for an added, one-time only, increment to be applied during the final year of service if they meet all of the following conditions:

1. Attained the age of fifty-four (54).
2. Has fifteen (15) or more years of continuous service in the North Collins Central School District.

3. The resignation date is effective at the end of the first or second semester of the school year.
4. Submits a written request and resignation four (4) months prior to retirement, pending Board approval, prior to the resignation date.

Upon receipt of the teacher's request and resignation, the Board of Education shall promptly act upon and accept the resignation effective at the completion of the final year of service, provided, however, no charges are being filed under Section 3012 (2) of State Education Law.

14.3 During the final year of service, the teacher:

1. Shall be paid his or her normal contract salary (exclusive of any extra-curricular or co-curricular salary payments) plus an increment of ten percent (10%) thereon.
2. Shall be paid an additional increment 10% of the teachers' current daily rate of pay for each day of accumulated sick leave as of the date the request for the final year increment is given.

In the event a teacher uses more sick leave than that available in his final year, additional sick leave needed will be deducted from the accumulated sick leave that had been applied to this additional increment. This increment will be adjusted at the same rate as originally formulated.

If the increment crosses two school years, the increase will be pro-rated to the appropriate salary schedules of the two school years.

14.4 Teachers required to travel between district school buildings will be reimbursed a rate per mile as determined by the Board of Education.

14.5 Those employees who meet the requirements of Section 14.17 and 14.17a subsequent to the signing of this memorandum will have all such funds accrued to them by said clauses deposited by the District into the 403(b) account of the employee's choice. The deposit will be made within thirty (30) days following the employee's date of retirement. Such non-elective employer contribution cannot exceed the applicable maximum allowable contribution limit as defined in the Internal Revenue Code (415c).

14.5 a For purposes of Tier 1 members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers' Retirement System. In the event that this non-elective employer contribution exceeds acceptable contribution limits, the employer will pay any excess over the limits as compensation to the employee in the year of retirement.

14.5 b For the purpose of those employees who have a NYSTRS membership date subsequent to June 16, 1971, (some Tier 1, Tier 2, Tier 3 and Tier 4), and this non-elective employer contribution exceeds acceptable contribution limits, the employer agrees to pay any excess over the limits as compensation to the employee in the year of retirement.

14.5c In both situations addressed above (numbered paragraphs 1 and 2), any excess and/or non-elective contribution will be made on or before June 30, in the year of retirement.

15. Salary Schedules

SALARY SCHEDULE BACHELORS

Step	BA 12/13	BA 13/14	BA 14/15
1	36,031	36,301	36,657
2	36,031	36,301	36,657
3	36,031	36,301	36,657
4	38,600	38,890	39,271
5	39,925	40,224	40,619
6	41,634	41,946	42,357
7	43,343	43,668	44,096
8	45,304	45,644	46,091
9	47,263	47,617	48,084
10	49,222	49,591	50,077
11	51,182	51,566	52,071
12	53,141	53,540	54,064
13	55,101	55,514	56,058
14	56,415	56,838	57,395
15	57,731	58,164	58,734
16	59,045	59,488	60,071
17	60,359	60,812	61,408
18	61,674	62,137	62,745
19	62,988	63,460	64,082
20	64,304	64,786	65,421
21	65,618	66,110	66,758
22	66,932	67,434	68,095
23	68,247	68,759	69,433
24	69,558	70,080	70,766

Increase salary Step (2012-13), .75% (2013-14) & .98% (2014-15) in addition to step for the duration of the negotiated contract. Full-time members who have completed at least one (1) year at step 25 will receive a .75% in 2013-14 & .98% in 2014-15 increase per year and a \$850 "service increment" each year of the contract.

SALARY SCHEDULE
MASTERS

Step	MA 12/13	MA 13/14	MA 14/15
1	38786	39077	39460
2	38786	39077	39460
3	41585	41897	42307
4	43068	43391	43816
5	44552	44886	45326
6	46035	46380	46835
7	47520	47876	48346
8	49109	49477	49962
9	50752	51133	51634
10	52395	52788	53305
11	54091	54497	55031
12	55786	56204	56755
13	57587	58019	58587
14	59388	59833	60420
15	61243	61702	62307
16	62991	63463	64085
17	64793	65279	65919
18	66594	67093	67751
19	68397	68910	69585
20	70038	70563	71255
21	71470	72006	72712
22	72635	73180	73897
23	73801	74355	75083
24	75391	75956	76701
25	76460	77033	77788

Increase salary Step (2012-13), .75% (2013-14) & .98% (2014-15) in addition to step for the duration of the negotiated contract. Full-time members who have completed at least one (1) year at step 25 will receive a .75% in 2013-14 & .98% in 2014-15 increase per year and a \$850 "service increment" each year of the contract.

SALARY SCHEDULE
TEACHING ASSISTANTS
BACHELORS

Step	BA 12/13	BA 13/14	BA 14/15
1	18,016	18,151	18,329
2	18,016	18,151	18,329
3	18,016	18,151	18,329
4	19,301	19,446	19,636
5	19,962	20,112	20,309
6	20,817	20,973	21,179
7	21,672	21,835	22,049
8	22,652	22,822	23,046
9	23,630	23,807	24,041
10	24,611	24,796	25,039
11	25,591	25,783	26,036
12	26,569	26,768	27,031
13	27,550	27,757	28,029
14	28,206	28,418	28,696
15	28,865	29,081	29,366
16	29,520	29,741	30,033
17	30,179	30,405	30,703
18	30,835	31,066	31,371
19	31,493	31,729	32,040
20	32,151	32,392	32,710
21	32,807	33,053	33,377
22	33,465	33,716	34,046
23	34,123	34,379	34,716
24	34,780	35,041	35,384

All other benefits and rights of teachers will be appointed to teaching assistants except for preparation period, class load and Sabbatical Leave.

Increase salary Step (2012-13), Step +.75% (2013-14), Step + .98% (2014-15)

It is further understood that Teaching Assistants shall follow the teachers' Bachelors Salary Schedule a fifty (50%) percent of the appointed step.

Upon achieving Level III, as per New York State Education Qualification Standards, a teaching assistant shall have their annual salary increased by \$500.00.

SALARY SCHEDULE
TEACHING ASSISTANTS
MASTERS

Step	MA 12/13	MA 13/14	MA 14/15
1	19,393	19,538	19,730
2	19,393	19,538	19,730
3	20,792	20,948	21,153
4	21,535	21,697	21,909
5	22,278	22,445	22,665
6	23,018	23,191	23,418
7	23,759	23,937	24,172
8	24,554	24,738	24,981
9	25,375	25,565	25,816
10	26,197	26,393	26,652
11	27,045	27,248	27,515
12	27,893	28,102	28,378
13	28,793	29,009	29,293
14	29,693	29,916	30,209
15	30,621	30,851	31,153
16	31,495	31,731	32,042
17	32,396	32,639	32,959
18	33,298	33,548	33,877
19	34,198	34,454	34,792
20	35,020	35,283	35,628
21	35,734	36,002	36,355
22	36,317	36,589	36,948
23	36,900	37,177	37,541
24	37,695	37,978	38,350

All other benefits and rights of teachers will be appointed to teaching assistants except for preparation period, class load and Sabbatical Leave.

Increase salary Step (2012-13), Step +.75% (2013-14), Step + .98% (2014-15)

It is further understood that Teaching Assistants shall follow the teachers' Bachelors Salary Schedule a fifty (50%) percent of the appointed step.

Upon achieving Level III, as per New York State Education Qualification Standards, a teaching assistant shall have their annual salary increased by \$500.00.

16.**2012/13-2014/15 SALARY SCHEDULE****EXTRA-CURRICULAR ACTIVITIES, INTERSCHOLASTIC ATHLETICS & CHAPERONES – (NCCS)**

EXTRA-CURRICULAR ACTIVITIES	STEP 1	STEP 2	STEP 3
LEVEL I	2,424	2,634	2,851
Marching Band Advisor			
Marching Units Coordinator			
Yearbook Advisor			
LEVEL II	1,282	1,497	1,710
Musical Director			
Student Government Advisor			
Senior Class Advisor			
Junior/Senior Honor Society Advisor			
LEVEL III	981	1,209	1,427
Color Guard Advisor			
Newspaper Advisor			
Parade Rifle Advisor			
Winter Guard Advisor			
Yearbook Financial Advisor			
Pit Band Advisor			
Junior Class Advisor			
Musical Producer			
Marine Biology Club Advisor			
International Club			
History Club Advisor			
Varsity Club			
Ski Club			
Golf Club			
Jazz Band Ensemble			
Bowling club			
Character Club			
Book Club			
LEVEL IV	712	858	993
Department Chairpersons			
Photo Club Advisor			
Library-Media Club Advisor			
Technology Club Advisor			
Book Club Advisor			
Flag Instructor			
Rifle/Sabre Instructor			
F.T.A. Advisor			
Marching Club			
Chorus Club			
LEVEL V	571	712	858
American Guard Advisor			
Scenery Advisor (All Productions)			
Student Government Assistant Advisor			
Conservation Club Advisor			
SADD Advisor			
Class Advisor 7, 8, 9, 10			

2012/13-2014/15 SALARY SCHEDULE

INTERSCHOLASTIC ATHLETICS

Boys/Girls Basketball:

Varsity	4,018	4,324	4,639
Junior Varsity	3,415	3,672	3,941
Modified - 7/8	2,950	3,163	3,384

Boys/Girls Soccer

Varsity	3,138	3,383	3,726
Junior Varsity	2,712	2,897	3,095
Modified - 7/8	2,240	2,410	2,575

Boys Baseball/ Girls Softball

Varsity	3,549	3,794	4,031
Junior Varsity	3,123	3,308	3,506
Modified - 7-8	2,376	2,546	2,711

Girls Volleyball

Varsity	3,274	3,519	3,757
Junior Varsity	2,849	3,033	3,231
Modified	2,240	2,410	2,575

Cheerleading	1,971	2,130	2,284
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Phys. Ed & Athletic Director	3,342	3,664	3,988
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2012/13-2014/15 SALARY SCHEDULES—CONTINUED

EXTRA CURRICULAR ACTIVITIES, INTERSCHOLASTIC ATHLETICS & CHAPERONES (NCCS)

16.1 INTERSCHOLASTIC ATHLETICS—CONTINUED

In the event that a team qualified for playoff games, the coach may submit a claim for the following extra time involved at the rate of **\$19.57 per hour during ~~2011-2012~~ 2012/13-2014-15**. Home Games- 4 Hours; Away Games- 5 ½ Hours; Practices-2 Hours per session.

16.2 CHAPERONES

Chaperones for all school-sponsored activities including Music Teacher Escort-All County & State will be paid the rate of **\$23.93 for the first hour during ~~2011-2012~~ 2012/13-2014/15 school years and \$15.39 per hour for every hour thereafter during ~~2011-2012~~ 2012/13-2014/15 school years**. The School Superintendent will determine the number of chaperones needed for each school-sponsored activity at which supervision is required. It is understood that an advisor shall attend all activities of his club, class organization without remuneration beyond that provided in Section 16.

16.3 The Chemical Hygiene Office shall be paid the following stipend: ~~2011-2012~~ 2012/13-2014/15 school years \$858.00.

17. SUMMER EMPLOYMENT

17.1 DRIVER EDUCATION

Employees of the bargaining unit having previously taught in the District's summer program will have the right of first refusal of subsequent summer driver training teaching positions. This will be determined by summer seniority. Teachers will be given five (5) minutes of preparation time for each 1.5 hours of employment. Compensation for summer driver training will be paid on an hourly basis. The following rates of pay will apply: the summers of ~~2011~~ **2012/13-2014/15 will be \$38.13.**

17.2 Guidance Counselor: The Jr.-Sr. High School Guidance Counselor shall receive payment for summer work, not to exceed twenty (20) days without Administrative approval. Summer work may commence after the last day teachers are required to report for the fiscal year. Guidance counselor will be paid at the rate of 1/200th of his/her contract rate for each day worked.

17.3 Employees seeking summer school employment will go through an interview process each year conducted by the Superintendent to determine a fair and equitable employee for an open position. Teachers will be given thirty (30) minutes of preparation time for each 1.5 hours of employment.

17.4 Summer school hourly pay will be 27.98 per hour in ~~2011-2012~~ for the 2012/13-2014/15 school years.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized.

BOARD OF EDUCATION OF NORTH COLLINS
CENTRAL SCHOOL DISTRICT

BY: Bryan A. Halsey
Chief Executive Officer

NORTH COLLINS TEACHER ASSOCIATION

BY: Arthur A. Gasiewicz
President