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#### **Contract Database Metadata Elements**

Title: **Hewlett-Woodmere Union Free School District and Hewlett-Woodmere Administrative and Supervisory Association (2005) (MOA)**

Employer Name: **Hewlett-Woodmere Union Free School District**

Union: **Hewlett-Woodmere Administrative and Supervisory Association**

Local:

Effective Date: **07/01/05**

Expiration Date: **06/30/09**

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**MEMORANDUM OF AGREEMENT**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

It is hereby tentatively agreed by and between the negotiating teams for the Hewlett-Woodmere Union Free School District ("District") and the Hewlett-Woodmere Administrative and Supervisory Association ("HWASA"), subject to ratification by their respective constituencies, as follows:

1. The collective bargaining agreement between the parties for the period July 1, 2002 through June 30, 2005 shall be extended to cover the period from July 1, 2005 through June 30, 2009, inclusive, except as provided herein.

2. Article I, Section 1.1: Amend to reflect current titles and add the position of Summer School High School Principal which shall be included within the definition of the Unit.

3. Article VI, Section 6.3: shall be amended by deleting the last sentence and inserting the following:

Once such tentative agreement has been reached it will be signed by both teams and recommended by them to their constituencies for ratification.

4. Article VIII, Section 8.1 shall be amended to state: "Principals' mail boxes, interschool mail service, electronic communication and bulletin board space may be used for official communications of the Association provided prior notification is given to the principal involved.

5. Article IX, Section 9.3 shall be amended to state:

The parties agree that the work year extends for the period from September 1 or the first day that teachers are required to report, whichever shall be earlier, through June 30. All administrators and supervisors will perform the duties and responsibilities of their positions during the entire school year. Effective July 1, 2005, all district and school based chairpeople will work 5 additional days beyond the work year at no additional compensation. Social Workers will work the equivalent of 3 additional days beyond the school year, as needed, which may include evenings, weekends or summer, at no additional compensation. The determination of these additional workdays shall be made in collaboration with the chairperson or social worker and the building principal. Persons in a 10 ½ month assignment (Guidance Counselors) will work for 10 additional days during July and/or August; and shall be compensated at a daily rate of 1/210<sup>th</sup>.

6. Article IX, Section 9.6 shall be deleted.

7. Article X, Section 10.1 shall be amended to state,

Notice of all vacant regular full time and part time positions in the unit shall be provided to the President of the Association contemporaneously with the posting of the position, and shall be posted in each school.

8. Article XII B. – Cost of Living Escalator (new) The following provision shall be added:

The parties have agreed that certain rates of compensation shall be annually adjusted by an agreed upon cost of living (“COLA”)escalator. For the purposes of such adjustment, COLA shall be defined as the final twelve months percent change for April of the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (N.Y., Northern New Jersey- Long Island NY-NJ-CT-PA area); which for the purposes of this Agreement shall be not less than three (3%) per cent nor greater than five (5%) per cent.

9. Article XII.B. shall be amended to state,

Department Chairpersons and Grade Level Supervisors will receive teachers’ salary plus a stipend:

<u>Number of teachers</u> <u>And teaching assistants:</u>	<u>2005-2006</u> <u>stipend</u>
15 or more	11,100
10 to 14	10,350
5 to 9	9,250
1 to 4	7,004

Effective July 1, 2006 and annually through June 30, 2009 the stipend shall be adjusted by COLA.

10. Article XII.C. shall be amended to state,

Effective July 1, 2005, a stipend of \$1,200 in addition to the Chairperson’s stipend shall be paid to the District Art Chairperson for the period July 1, 2005 through June 30, 2006, provided that Chairperson continues to perform District-wide responsibilities as assigned by the District. Effective July 1, 2006 and annually thereafter June 30, 2009 the stipend shall be adjusted by COLA.

11. Article XII D shall be deleted.

12. Article XII. E. shall be amended to state,

Guidance Counselors will receive teachers’ salary plus a \$6,100 stipend to cover the 2005-2006 work year. A rate of 1/210<sup>th</sup> for each day will be paid for summer work. Effective July 1, 2006 and annually thereafter June 30, 2009 the stipend shall be adjusted by COLA .

13. Article XII F. shall be amended to state:

Psychologists will receive teachers' salary plus a \$7,100 stipend to cover the 2005-2006 work year. Effective July 1, 2006 and annually thereafter June 30, 2009 the stipend shall be adjusted by COLA .

Effective July 1, 2006 and annually thereafter June 30, 2009 the stipend shall be adjusted by COLA .

14. Article XII H shall be deleted.

15. Article XII I. shall be deleted.

16. Article XII. J shall be amended to state,

The salary for the Special Assistant for Community Relations shall be adjusted annually by COLA.

17. Article XII (new) shall be added, which states:

The Coordinator of the Business Advisory Council shall be paid a annual stipend of \$2,000 for the 2005-2006 work year. Effective July 1, 2006 and annually thereafter June 30, 2009 the stipend shall be adjusted by COLA .

18. Article XII (new) shall be added which states:

The Summer School High School Principal shall be paid a salary of ~~\$7~~,500.

19. Article XII K shall be amended to change "30 days" to "45 days".

20. Article XII L shall be amended to state:

The annual payment will for the two Advanced Placement Testing Coordinators shall be adjusted annually by the COLA. An annual payment for the 2005-2006 work year will be provided for the High School Administrator who coordinates the PSAT and SAT Testing Programs in the amount of \$3,500, to be thereafter adjusted by COLA.

21. Article XII N shall be amended to state:

Effective July 1, 2002, a one time longevity payment of \$1,500 will be paid as of last paycheck in June to persons who have completed 25 years of service in the District. Principals, Directors and Assistant Principals shall not be eligible for this payment.

Principals, Assistant Principals and Directors who have served at least one year on column six or the prior 4b, and have a combined eight (8) or more years of service in any of these three classifications or with contiguous prior service as a dean in this unit

shall receive a longevity stipend in each year of the agreement. The initial longevity amount for each qualifying unit member shall be: \$2,500 for assistant principals and \$3,500 for principals and directors. Once an individual's longevity payments begin, the amount of the longevity payment shall be increased by COLA in each succeeding year of the agreement.

22. Article XIII, Section 13.2 shall be amended by the addition of a new sentence at the end of the first paragraph, which shall state:

Those eligible unit members who have been enrolled in a family plan for at least two consecutive years and elect to enroll in an individual plan for the twelve month school year, will receive a \$2,000 lump sum payment, which shall be paid on the last pay date of the school year. Such payment shall be consistent with current district waiver practices with respect to waiver and the return of waiver proceeds upon reinstatement during any time for which a waiver has been accepted.

23. Article XIII, Sec. 13.3 - shall be amended to change the dates to conform with the term of this Agreement.

24. Article XIII, Sec. 13.5 shall be amended to increase coverage to \$125,000 in the first year of the agreement, and to \$150,000 in the third year of the agreement.

25. Article XIII, ec. 13. 5.1 - delete the first sentence.

26. Article XIII, Section 13. (new) A new section shall be added which states:

Health, Dental and Vision Insurance for Domestic Partners: The District shall provide a unit member's domestic partner with health, dental and vision insurance coverage as domestic partner is defined by the respective insurers.

27. Article XIII, Sections 13.7 and 13.7.1. shall be deleted, and replaced by the following:

Retirement Incentive: During each year of this agreement, commencing July 1, 2005 and terminating June 30, 2009, each unit member: (1) who has served at least 10 years in the district and (2) who is first eligible for a service retirement pursuant to the requirements of the NYSTRS or is first eligible for a service retirement without penalty pursuant to the requirements of the NYSTRS, shall receive a retirement incentive in the amount of 40% of the final year's salary, provided that:

For Directors, Principals and Assistant Principals: the employee shall submit a letter of resignation to the Assistant Superintendent for Human Resources & Student Services not later than the close of the first business day in December of the employee's final year of service.

For Social Workers, School Psychologists, Department Chairs and Guidance Counselors: the employee shall submit a letter of resignation to

the Assistant Superintendent for Human Resources & Student Services not later than the close of the first business day in February of the employee's final year of service.

The retirement incentive shall be paid to the unit member on the last pay date in June of the year he or she retires. This provision shall expire upon the termination of this agreement on the close of June 30, 2009.

28. Article XIII (new) A new section shall be added which states:

Vacation Days Beginning July 1, 2005, Directors, Principals and Assistant Principals shall be entitled to a vacation accrued at the rate of two days per month. Said vacation shall be taken during July and August of the succeeding school year, but not during the 10 work days prior to the beginning of the teachers' school year. Four of the vacation days may be used during the succeeding school calendar with the approval of the Superintendent, and shall not be used to extend a school holiday. In the event that the administrator has unused vacation days at the time his/her employment with the district terminates, he/she shall be paid at a rate of his/her then current daily rate for each vacation day, up to a maximum of twenty four (24) days.

29. Article XIII (new) A new section shall be added, which states:

Child Care Leave: Social Workers, School Psychologists, Guidance Counselors and Department Chairpersons shall be entitled to child care leave for the remainder of the school year in which their child is born/adopted. If the child care leave commences after January 1<sup>st</sup>, they shall also be entitled to a leave for the next school year.

1. Application Procedure:

- a. Social Workers, School Psychologists, Guidance Counselors and Department Chairpersons who intend to apply for an unpaid child care leave shall give a non-binding written notice of their intent on the district form two weeks prior to the anticipated date of the birth of the baby.
- b. Social Workers, School Psychologists, Guidance Counselors and Department Chairpersons shall apply for a binding unpaid child care leave on the district form no later than three weeks after the birth of the baby.
- c. In the event of unforeseen circumstances, which must be detailed in writing to the Assistant Superintendent for Human Resources & Student Services, and subject to said Assistant Superintendent's approval, a Social Worker, School Psychologist, Guidance Counselor or Department Chairperson may apply for a leave less than three weeks prior to the intended commencement of the unpaid leave or rescind an application already requested or granted.

2. Return to Service Following a Leave of Absence

As a condition to the grant of a leave for any purpose (whether paid or unpaid) the Social Workers, School Psychologist, Guidance Counselor and Department Chairperson who is to receive such leave shall acknowledge in writing that he or she will notify the District in writing of his or her intention to return or not to return to service, and that such notification shall be made by February 1st:

Such writing will also acknowledge that in the event the unit member shall fail to notify the District in writing prior to the above date, his or her failure to act may be deemed a resignation from service as of February 1<sup>st</sup>. The District will contact each unit member involved by registered or certified mail, return receipt requested, at least thirty (30) days prior to the above dates, and request a written statement of the unit member's intentions.

The unit member will respond by registered or certified mail, return receipt requested, by the above date.

30. Appendix A – shall provide as follows:

**Principals, Assistant Principals and Directors: Salary Guide  
SUBMISSION DRAFT**

Includes COLA of 4.20%

	2005-06			new columns		
	1	2	3	4	5	6
HS principal	122,956	139,628	141,712	155,269	160,047	164,536
MS principal	114,620	131,292	136,044	138,763	142,926	147,214
ES principal	109,410	115,662	131,292	135,460	139,524	143,710
HS AP	98,990	115,662	118,788	122,643	126,323	130,112
MS AP	95,864	102,116	107,847	113,224	116,621	120,120
ES AP	90,654	102,116	106,284	109,410	112,692	116,074
DISTRICT						
AD	98,990	108,889	118,923	122,560	126,237	130,024
MUSIC	98,990	108,889	118,923	122,560	126,237	130,024
MATH	98,990	108,889	118,923	122,560	126,237	130,024
Dist CSE	98,990	108,889	118,923	122,560	126,237	130,024

The 2005-06 salary schedule above includes the COLA adjustment over the 2004-05 schedule. COLA shall be applied at all columns for each title for the remaining years of this agreement

31. Appendix B – shall provide as follows:

<b>Social Workers Salary Scale</b>			<b>SUBMISSION DRAFT</b>			
Revised Schedule with Actual 04-05 and Actual COLA for 05-06						
COLA		4.20%	est. 3.2%	est. 3.5%	est. 3.5%	
	04-05	05-06	06-07	07-08	08-09	
1	53,884	62,778	65,331	67,946	72,224	
2	54,992	63,956	66,547	69,200	73,518	
3	56,101	65,135	67,763	70,456	74,814	
4	57,210	66,313	68,980	71,711	76,110	
5	58,319	67,492	70,196	72,966	77,405	
6	59,427	68,670	71,411	74,221	78,699	
7	60,536	69,848	72,628	75,476	79,995	
8	61,645	71,027	73,844	76,731	81,290	
9	62,753	72,205	75,059	77,985	82,585	
10	63,862	73,383	76,276	79,241	83,880	
		2,508	3,133	3,757	5,981	Crosscheck
15		74,383	77,276	80,241	84,880	

notes:

detailed formula resides within spreadsheet entitled

*HWASA Schedules - Use this memo of agreement*

The application of the additional sums of:

2,508 year 1

624 year 2

624 year 3

2,224 year 4

are included above and are

additive,

but do not accrue COLA

adjustments

The 1 time \$3,000 amount is subject to

COLA

32. Appendix C – HWASA Absences: the Definition of “Immediate Family” shall be amended to state:

Immediate family includes the teacher’s spouse, children, parents, grandparents, siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law, and others identified by the teacher as members of his/her household.



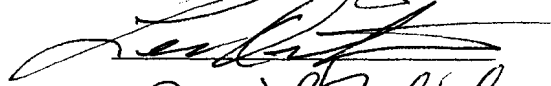
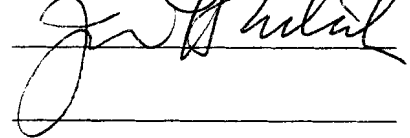


33. Half steps shall be eliminated.


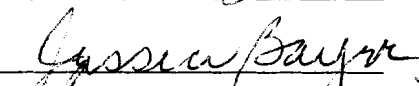
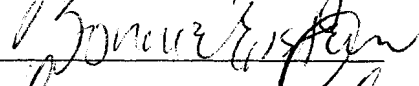
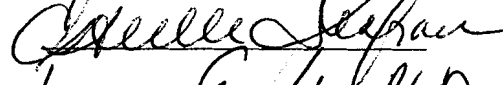
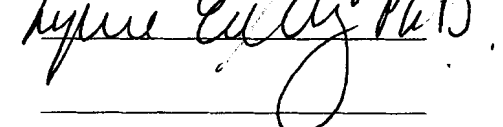
Prospective members of the unit will move up a full step (or column if principal, assistant principal or director) in succeeding years if they are principals, assistant principals or directors and have a hire date on or before December 31. All other unit members will move up a full step in succeeding years if the hire date is on or before January 31. Employees hired after the cut-off dates referenced above will receive no step (or column if principal, assistant principal, or director) in their second year of employment.

Effective July 1, 2005, members of the bargaining unit as of June 30, 2005 presently at a half step shall be move to the next full step

For Hewlett-Woodmere U.F.S.D.

  
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For HWASA

  
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