



**Cornell University**  
**ILR School**

**NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements**

Title: **Chester Union Free School District No. 1 and Chester Teachers' Association (2003)**

Employer Name: **Chester Union Free School District No. 1**

Union: **Chester Teachers' Association**

Local:

Effective Date: **07/01/03**

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

Number of Pages: **48**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

**4770\_06302006**

Chester Ufsd And Chester Teachers  
Assn

# **A Working Agreement**

**Covering the salaries, terms, and  
conditions of employment  
for the school years 2003-2006**

**between**

**The Chester Teachers' Association  
and  
The Board of Education of Chester  
Union Free School District No. 1**

**RECEIVED**

DEC 03 2003

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

## TABLE OF CONTENTS

	Page
Article I - Recognition	1
Article II - Agency Shop	1
Article III - Fair Practices	1
Article IV - Salaries	2
Article V - Leave of Absence	9
Article VI - Teacher Protection	14
Article VII - Staffing and Teacher Conditions	18
Article VIII - General Conditions	23
Article IX - Grievance Procedure	25
Article X - Board Policy, Law	30
Article XI - Duration	30
Teacher Salary Schedule A – 2003-04	32
Teacher Salary Schedule B - 2004-05	33
Teacher Salary Schedule C - 2005-06	34
Schedule E	35
Schedule F - Salaries for Staff Who Are on Step 19	36, 37
Appendix D - Extracurricular Activities and Interscholastic Athletics	38-43
Index	

AGREEMENT made this 26<sup>th</sup> day of February, 2003 between the BOARD OF EDUCATION OF UNION FREE SCHOOL DISTRICT NO. 1 of the Towns of Chester, Goshen and Blooming Grove (hereinafter referred to as the "Board"), having its principal place of business at Chester, New York, and the teachers or professional staff of Union Free School District No. 1 of the Towns of Chester, Goshen and Blooming Grove, as represented by their duly elected representative and bargaining organization pursuant to the Public Employees' Fair Employment Law, Civil Service Law Article 14, CHESTER TEACHERS' ASSOCIATION (sometimes hereinafter referred to as the Association), and pursuant to the terms of a certain Recognition Agreement made between the BOARD OF EDUCATION and ASSOCIATION.

#### ARTICLE I - RECOGNITION

The Board recognizes the Association as the exclusive bargaining agent for the negotiating unit defined as "All professional personnel excluding administrative staff such as the Superintendent, High School Principal, and the Elementary Principal, teaching assistants, teacher aides, temporary personnel including, but not limited to, substitute teachers and per diem personnel." The School Nurse is part of this collective bargaining agreement. The position is included in the common terms and conditions of employment such as health insurance, welfare fund, leaves, in-service credits, lunchtime, equivalent planning time, longevity, and retirement incentive. The term "teacher" as used in this agreement shall refer to members of the above-mentioned negotiating unit and no others, but will include long-term substitute teachers who are appointed for fixed terms of at least five (5) months.

#### ARTICLE II - AGENCY SHOP

Effective September 1, 1978, the Chester School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Chester Teachers' Association an amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it has adopted such procedure for refund of agency shop fee deductions as required in Sec. 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect for the life of this agreement.

The agency shop fee deduction shall be made in accordance with those procedures applicable for dues check-off, except as otherwise mandated by law or provided for in this Article. The District shall be held harmless for all monies paid and costs incurred pursuant to this provision.

#### ARTICLE III - FAIR PRACTICES

1. Nothing contained herein shall be construed to prevent any individual employee from discussing any matter with a member of the administration staff nor to deny any employee his/her rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws or Regulations.

2. The Association is authorized to conduct Districtwide or building meetings on school property at reasonable times before or after working hours, provided that written application for such use of District buildings is submitted on the official District form no later than seventy-two (72) hours before the time of requested use.

ARTICLE IV - SALARIES

A. Salary Schedule

1. The salary schedules of the members of the teachers' negotiating unit for the 2003-04, 2004-05, and 2005-06 school years are annexed hereto as Schedules "A", "B", and "C". Unit members eligible to advance a step on the schedule from the previous year shall do so each year of this agreement. Step placement is referred to in Schedule "E", attached hereto.

2. Any bargaining unit member who was on Step 19(2) or Step 19(3) of Schedule "F" shall continue to receive each year, the additional monies necessary to increase their salaries to the dollar amount currently received by those who were on Step 19(1) (e.g., unit members on Step 19(3) shall receive salary increases of \$1,867.00 in 1999-2000 and \$1,800.00 during the 2000-2001 school year, bringing the cumulative amount of salary to the level at which their salary would have been on Step 19(1) or \$4,967.00). No other bargaining unit members shall receive the amount referenced on Schedule "F" other than those who were paid at Step 19(1), Step 19(2), or Step 19(3) in June of 1999.

B. Differentials

1. Effective July 1, 1999, annual salaries shall increase at the rate of \$34.00 per credit for additional semester hours of study approved by the Board up to a maximum of sixty credits beyond a Bachelor's Degree and forty-five credits beyond a Master's Degree. Credits beyond the aforesaid maximum must be in a recognized program in the teacher's specific field.

2. No credit shall be allowed for points necessary to complete provisional certification.

3. Quarterly Hours - For the purpose of equating quarterly hours to semester hours, the following conversion scale will be used:

Quarter Hours	Semester Hours
3	2
4	2-2/3
5	3-1/3
6	4
7	4-2/3
8	5-1/3
9	6
10	6-2/3

11	7-1/3
12	8
13	8-2/3
14	9-1/3
15	10
16	10-2/3
17	11-1/3
18	12
19	12-2/3
20	13-1/3
21	14
22	14-2/3
23	15-1/3

4. To secure full remuneration, a teacher must submit official college or university transcripts bearing the college or university seal or other official evidence bearing the college or university seal prior to October 15<sup>th</sup>. To secure one-half of the annual differential payment for fall semester courses, similar evidence must be presented prior to March 1<sup>st</sup>.

4.1. A teacher must submit evidence that all requirements for the Master's Degree have been completed, such evidence to be an official transcript from the Registrar's office bearing the college or university seal.

4.2. Approval for differential payment may be granted by the Superintendent for any graduate courses taken. However, approval must be granted for graduate courses taken for permanent certification; graduate courses taken when matriculated in a Master's Degree Program; and any graduate course which a teacher can demonstrate is in his/her major area.

C. Service Increment

At the end of each of the following blocks of years of continuous full-time service in the Chester Union Free School District, a teacher shall be granted in recognition for these years of service, regardless of regular increment, effective July 1, 2003, a sum of Two Hundred Sixty-Nine (\$269.00) Dollars; effective July 1, 2004, a sum of Two Hundred Seventy-Three Dollars (\$273.00); effective July 1, 2005, a sum of Two Hundred Seventy-Eight Dollars (\$278.00) after the completion of the tenth year of service in the Chester Union Free School District; effective July 1, 2003, a sum of Five Hundred Ninety-One (\$591.00) Dollars; effective July 1, 2004, a sum of Six Hundred (\$600.00) Dollars; effective July 1, 2005, a sum of Six Hundred Ten (\$610.00) Dollars after the completion of the fifteenth year of service in the Chester Union Free School District; effective July 1, 2003, a sum of One Thousand Seventy-Four (\$1,074.00) Dollars; effective July 1, 2004, a sum of One Thousand Ninety Dollars (\$1,090.00);

effective July 1, 2005, a sum of One Thousand One Hundred Nine Dollars (\$1,109.00) after the completion of the twentieth year of service in the Chester Union Free School District; effective July 1, 2003, a sum of Three Hundred Twenty-Two (\$322.00) Dollars; effective July 1, 2004, a sum of Three Hundred Twenty-Seven Dollars (\$327.00); effective July 1, 2005, a sum of Three Hundred Thirty-Two Dollars (\$332.00) after the completion of the twenty-fifth year of service in the Chester Union Free School District; effective July 1, 2003, a sum of Six Hundred Nineteen (\$619.00); effective July 1, 2004, a sum of Six Hundred Twenty-Eight Dollars; effective July 1, 2005, a sum of Six Hundred Thirty-Nine Dollars (\$639.00) after the completion of the thirtieth year of service in the Chester Union Free School District. For new longevity payments only, effective the 1<sup>st</sup> day of the 2<sup>nd</sup> semester of the 1996-97 school year, annualized longevity payments will begin on the teacher's anniversary date of hire.

For bargaining unit members, exclusive of those who received pay on Step 19(1), Step 19(2) and Step 19(3) of Schedule "F" during the time of the 1996-1999 Agreement between the parties, longevity increments shall be placed in effect as of July 1, 1999 as follows:

After the completion of 22 years of service in the Chester Union Free School District – effective July 1, 2003, a sum of One Thousand Five Hundred Twenty-One Dollars (\$1,521.00); effective July 1, 2004, a sum of One Thousand Five Hundred Forty-Four Dollars (\$1,544.00); effective July 1, 2005, a sum of One Thousand Five Hundred Seventy Dollars (\$1,570.00).

After the completion of the 25<sup>th</sup> year of service in the Chester Union Free School District – effective July 1, 2003, a sum of Two Thousand Three Hundred Forty-Nine Dollars (\$2,349.00); effective July 1, 2004, a sum of Two Thousand Three Hundred Eighty-Five Dollars (\$2,385.00); effective July 1, 2005, a sum of Two Thousand Four Hundred Twenty-Six Dollars (\$2,426.00). This amount is inclusive of the Three Hundred Twenty-Two Dollars (\$322.00) effective July 1, 2003; Three Hundred Twenty-Seven Dollars (\$327.00) effective July 1, 2004; and Three Hundred Thirty-Two Dollars (\$332.00) effective July 1, 2005 25<sup>th</sup> year longevity referenced at Article IV(C).

After the completion of the 28<sup>th</sup> year of service in the Chester Union Free School District – effective July 1, 2003, Two Thousand Twenty-Eight Dollars (\$2,028.00), effective July 1, 2004; Two Thousand Fifty-Eight Dollars (\$2,058.00); and effective July 1, 2005, Two Thousand Ninety-Four Dollars (\$2,094.00).

#### **D. Teacher Retirement**

1. A sum of money equal to twenty (20%) percent of the previous year's annual salary or a maximum of Two Thousand (\$2,000.00) Dollars, exclusive of all increments, shall be granted to any certified, tenured teacher with a minimum of ten (10) years of continuous service, including those with an accumulation of ten (10) years of service interrupted by approved unpaid

LOA or FMLA, in the Chester School District for the terminal year of employment preceding retirement from the New York State Teachers' Retirement System or Employees' Retirement System. Application must be made for said sum by April 1<sup>st</sup> of the year preceding retirement of the teacher and the resignation must accompany the application for retirement income.

2. In addition to the benefits described in paragraph (D) (1) above, the monies generated by applying the following formula, if any, will be paid to a retiring teacher who is in the first school year of eligibility to retire from the New York State Teachers' Retirement System or Employees' Retirement System without the application of a reduction formula to the retirement benefit of the Tier in which the teacher participates:

\$40.00 per day for each day of unused credited sick leave, up to a maximum of 200 days.

Written notice of retirement must be given at least fifteen (15) months (but no later than April 1<sup>st</sup>) in advance of the July 1<sup>st</sup> retirement date. At the time when notice is due, the teacher or the District may notify the other of interest in deferring the retirement and benefit for one (1) or more years based upon the best interests of the school district, as determined by the Superintendent of Schools and Board of Education.

For purposes of this retirement incentive only, the retiring employee may elect, in writing, to transfer any accumulated and/or credited personal leave to his/her credited sick leave accumulation. This election shall accompany his/her formal application for the retirement incentive.

\*Teachers scheduled for half time service will be credited with half sick days.

3. The money is to be paid to the employee by separate voucher check as a contractual expense of the District and is not to be considered a salary payment.

At the time of application, each employee shall select one of the following three payment options:

a) full payment on the last pay day of the school year of retirement

or

b) 50% on the last pay day of the school year of retirement and 50% on the first actual pay day in the following January

or

c) full payment in the first actual pay day in the first January following the



date of retirement.

4. a) A certified tenured teacher or school nurse with a minimum of ten (10) years of continuous service, including those with an accumulation from ten (10) years of service interrupted by approved unpaid LOA or FMLA, in the Chester School District will be eligible for the following incentive:

b) Any unit member who is in his/her first year of retirement eligibility and who notifies the District by December 1<sup>st</sup> of his/her intent to retire effective the following July 1<sup>st</sup> will receive \$20,000.00 plus \$40 a day for one half of his/her accumulated sick leave days up to 200.

1) For the purposes of this retirement incentive only, the retirement employee may elect, in writing, to transfer any accumulated and/or credited personal leave to their credited sick leave accumulation. This election shall accompany their formal application for retirement incentive.

2) Teachers scheduled for half time service shall be credited with half sick days.

3) If the unit member is in the second year of eligibility and notifies the District by December 1<sup>st</sup> of his/her intent to retire effective the following July 1<sup>st</sup>, the unit member will receive \$20,000.00.

4) The money to be paid to the employee by a separate voucher check as a contractual expense of the District and is not to be considered a salary payment.

At the time of application, each employee shall select one of the following three payment options:

a) full payment on the last pay day of the school year of retirement;

or

b) 50% on the last pay day of the school year of retirement and 50% on the first actual pay day in the following January;

or

c) full payment in the first actual pay day in the first January following the date of retirement.

5) For purposes of section 4a) above "eligible for retirement" means that the

individual will retire without penalty from the Teachers' Retirement System or Employees' Retirement System.

a) Payment will be made in accordance with Article IV (D)(3).

b) Unit members who opt for this benefit will waive their right to the benefits provided in Article IV, Section (D)(1) and (2). A CTA unit member who does not opt for the \$20,000.00 retirement incentive may choose the above benefits if applicable.

E. In-Service Credit

1. The Board of Education recognizes the need for in-service workshops for the professional staff in order that the staff may keep pace with the changes in education. The Board also recognizes that considerable time and effort are involved on the part of staff members participating in these courses.

2. When a professional staff member participates successfully as attested to in writing by the instructor of an in-service course recommended by the Superintendent and approved by the Board of Education, remuneration will be made on the following basis for salary credit only.

a) For each fifteen (15) hours of class time in an in-service workshop, one (1) credit for salary purposes will be granted at the rate of Sixteen (\$16.00) Dollars per credit.

b) The maximum credit for salary purposes for an in-service workshop participation will be five (5) credits.

c) Graduate credit will not be granted for in-service workshop participation unless graduate credit is granted by the institution providing the instruction.

d) In-service credit shall not be granted for any in-service workshop in which the Board sponsors a participant or provides more than fifty (50) percent of the funds for the workshop. Such participation shall not be mandatory.

F. Extracurricular compensation

1. All extracurricular activities for the school years 2003-2006 shall be compensated according to the schedules annexed hereto as Appendix "D".

2. Incumbents, when reappointed to extracurricular activities positions, will be advanced from one year to the next on the extracurricular activities schedules.

G. Pay Procedures

1. Teachers shall be paid bi-weekly.

2. Teachers may have an option of 22 or 26 pay periods. It is understood that using 22 pay periods could result in teachers being paid ahead of the work being completed. During such a year, teachers will have 21 or 25 pay periods. The District will notify the teachers of this situation prior to the start of the school year.

3. If a pay period falls in a vacation or holiday period, payment shall be made on the last working day prior to a vacation or holiday, except that the last payment of the school year shall be made on the last day that service is required. In the event that the last pay day, which falls on the final day when service is required, means that the teachers would not have received their 22 or 26 pay periods, the extra pay period will be made in September on the Friday between the regular pay days of that school year.

4. Dues for the professional organizations will be deducted by the Board of Education as follows:

a) The Board agrees to deduct from the salaries of its teachers such dues as specified by the Chester Teachers' Association, as said teachers individually and voluntarily authorize the Board to deduct, and transmit the monies to the Chester Teachers' Association.

b) The deductions referred to in paragraph "a" above shall be deducted in ten (10) equal installments commencing with the last paycheck in October of each year. The Association shall provide the payroll clerk of the District with the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct the dues specified in paragraph "a" above.

c) The Board shall, following each pay period from which a dues deduction is made, promptly transmit the amount so deducted to the Treasurer of the Chester Teachers' Association, who shall promptly acknowledge receipt to the District's payroll clerk. The Board shall be saved harmless for all monies lawfully deducted and forwarded to the Association.

d) The Board recognizes the right of the Chester Teachers' Association to distribute and collect dues deduction and designated authorization cards at the conference day held prior to the opening of school in September.

H. Annuities

The District shall maintain a payroll deduction plan which permits teachers to

participate in a tax-sheltered annuity of their choice. Teachers shall notify the District by October 1<sup>st</sup> of each succeeding school year, of the carrier and the amount to be deducted for each of the 20 or 24 payments depending on the salary pay periods chosen.

On February 15<sup>th</sup>, only monetary changes shall be made. For those retirees notifying the District by December 1<sup>st</sup>, an additional change (vendor and/or dollar amount) may be made by the end of the school year. If the number of activity vendors reaches 20, both sides agree to reopen the Contract to discuss the numbers of vendors allowed.

I. N.Y.S.U.T. Benefit Trust

The District agrees to maintain a payroll deduction for the N.Y.S.U.T. Benefit Trust.

ARTICLE V - LEAVE OF ABSENCE

A. Sick Leave

1. Each teacher shall receive thirteen (13) days of sick leave per school year.
2. The accumulated sick leave with full pay shall accumulate to a maximum of two hundred (200) days.
3. At the beginning of the school year, each teacher will receive a written statement of the number of sick days with which he/she is credited.
4. Any employee shall be entitled to use accumulated paid sick leave for absences directly resulting from disability incident to pregnancy and childbirth.
5. Following an absence of more than five (5) consecutive school days, at the discretion of the administration, a doctor's statement shall be submitted setting forth the reason for the absence and confirming that the teacher's health is satisfactory for returning to normal teaching and related duties.
6. a) Upon the retirement of a teacher employed July 1, 1979 or later from the Chester Union Free School District, the District agrees to guarantee that it will contribute at least fifty (50%) percent towards the cost of annual individual insurance premiums and thirty-five (35%) percent of the cost of annual family health insurance premiums. In addition, if the retiring teacher has accumulated sick leave that was accrued while employed in this District, that sick leave accrual will be converted to dollar value as defined in Article IV (D)(2). The Board shall pay premiums beyond the fifty (50%) percent and thirty-five (35%) percent figures stated above, for full medical insurance coverage for a retired teacher and any dependents only to the extent of

the dollar value of the teacher's accumulated sick leave days at the time of the teacher's retirement. "Medical Insurance" shall mean whatever form of medical insurance the teacher had in force at the time of retirement and which was paid for by the District prior to retirement. A dependent covered by medical insurance from a source other than the District shall not be included in the medical insurance provided for herein.

Retirement means eligibility to receive retirement pay from the New York State Teachers' Retirement System.

b) Upon retirement of a teacher employed prior to July 1, 1979, who has served ten or more years in the District, the District shall continue the teacher's medical coverage (including coverage of dependents) until the death of the retired teacher.

Retirement means eligibility to receive retirement pay from the New York State Teachers' Retirement System.

7. There shall be continued a sick leave bank as follows:

a) Members of the instructional staff will contribute two (2) days from their sick day allotment to create a sick bank. Members will not be required to contribute as long as the sick bank has a minimum of three hundred-sixty (360) days at the outset of a given school year. If the bank is below one hundred-eighty (180) days, each member will contribute at least one (1), and not more than two (2) days in that year, and until such time as is necessary to bring the bank back to the required number of three hundred-sixty (360) sick days in the bank.

b) A teacher who has exhausted his/her total personal entitlement of sick leave and who has been struck with a catastrophic illness, may, thirty (30) school days after the exhaustion of sick leave entitlement, apply for the use of sick bank days.

c) In the event the teacher, suffering from a catastrophic illness, has used four or less days per year from September 1, 1982, or has maintained an average of seventy-five (75%) percent of his/her allotted sick days during the period of employment as a teacher in the Chester Union Free School District, the thirty (30) day period will be waived by the sick bank committee. Therefore, the teacher would be able to draw directly from the sick bank, and would not lose the thirty (30) days of pay as outlined above.

d) The decision to allocate sick bank days to an applicant shall reside solely within the discretion of the President of the Chester Board of Education and the President of the Chester Teachers' Association jointly.

e) The purpose of the sick bank is to aid teachers who have been stricken with a

catastrophic illness. The bank is intended to provide temporary assistance and is not intended to be a permanent substitute for other coverage such as the normal disability a teacher is entitled to receive. A teacher will be permitted to draw from the sick bank a total of one hundred-eighty (180) school days. In the event a teacher has been certified to be eligible to return to work by his/her doctor and after the certification has been evaluated by the school doctor, the teacher will be permitted to return to work. In the event that a teacher, having returned to work suffers from another catastrophic illness, the maximum additional number of school days they will be permitted to draw from the sick bank will be ninety (90).

f) In the event the teacher must draw from the bank from one school year into the next school year, the salary would be based on the year the teacher was stricken with catastrophic illness and began drawing from the bank.

g) A teacher whose timely application for sick bank days was denied by the sick bank committee may file a timely grievance (in accordance with Article IX) solely on the grounds that the denial was arbitrary and capricious. Should the matter be taken to arbitration, the arbitrator's jurisdiction and authority shall be limited solely to deciding whether the denial was arbitrary and capricious.

h) In cases of extended illness beyond accumulated sick leave and sick bank, the Board may, at its discretion, offer full, partial or no remuneration.

8. A conference shall be conducted by the Principal(s) regarding sick leave usage when deemed necessary.

#### B. Illness in Family

1. Illness in the immediate family will be treated as sick leave.

2. Immediate family is defined as: father, mother, children, husband, wife, or any person in the teacher's household dependent upon the teacher's assistance during that person's illness.

#### C. Bereavement Leave

1. In any one school year, a teacher shall be granted a maximum of three (3) days leave with pay upon death in his/her immediate family. The immediate family is defined as: father, mother, brother, sister, husband, children, wife, grandparents, in-laws, or any relative who is a member of the teacher's household.

2. The above bereavement leave may be extended at the discretion of the Board of

Education upon the recommendation of the Superintendent.

D. Personal Leave

1. Personal leave shall mean an activity that requires the CTA member's presence during the school day.

2. The following days may be taken without loss of pay:

2.1. Three (3) days non-cumulative personal business for non-tenured teachers.

2.2. Four (4) days personal business for teachers with tenure (the school nurse after three years full time employment) in the Chester School District.

2.3. Personal leave for tenured teachers shall be cumulative to a maximum of ten (10) days. Unused personal days over 10 will convert to sick days following the accumulation of 66 sick days. No teacher shall be allowed more than two (2) consecutive personal leave days within a period of thirty (30) school days. No teacher shall be allowed more than six (6) personal leave days in any one academic year. Extensions beyond the aforesaid two (2) consecutive personal leave days shall be subject to the provisions contained in Emergency Leave (Section E) of this article.

3. All requests for personal leave should be submitted at least five (5) days before and must be submitted at least forty-eight (48) hours before such anticipated leave, dated and signed by the teacher.

4. The teacher shall not be required to state the reason for such leave.

5. Leave for personal business may be authorized for days prior to or immediately following scheduled holidays at the discretion of the Superintendent of Schools. Unauthorized leave will be deducted at 1/200th of the teacher's annual salary.

E. Emergency Leave

1. Under conditions where it is absolutely essential that a teacher be absent for reasons of an emergency nature, where no prior notice can be given, such leave will be granted at the discretion of the Superintendent.

2. It is possible that certain unusual conditions of need or emergency may arise for which a teacher would have to request a leave of absence. The Board of Education shall consider the granting of such leave only upon receiving from the teacher a written request for same. In

such cases, the Board of Education, at its discretion, may authorize the leave of absence with or without pay.

3. Emergency leave days shall be deducted from the teacher's sick leave, bereavement leave, or personal leave depending upon the cause of the emergency.

F. Childcare Leave

An employee may request leave of absence for care of a newborn or adopted infant not to exceed a maximum of two (2) years provided that three months' advance written request is submitted specifying respectively the first day upon which the leave is to commence and the day on which it is to terminate. All childcare leaves must terminate on the day preceding the commencement of the first day of the school year or the first day of the second semester. A teacher on childcare leave must confirm in writing to the District by May 1<sup>st</sup> his/her intent to return the following school year in accordance with the terms of the approved childcare leave.

G. Professional Conferences and Workshops

1. It is desirous for all teaching personnel to increase their competencies. Opportunities for the same will be encouraged and provided by direction of the administration.

2. When a staff member has been authorized to attend a professional conference or workshop directly related to his/her professional educational duties, the Board of Education will pay all expenses, including transportation at the I.R.S. rate, tolls, meals and when the approved conference is at a distance of more than sixty-five (65) radial miles from the school building of the teacher's employment, overnight lodging.

The caps for meal cost reimbursement for the teachers at conferences where meals are not provided for as a part of the conference fees, shall be as follows:

1. \$ 5.00 - breakfast
2. 7.50 - lunch
3. 15.00 - dinner

3. Authorization Procedure:

3.1. Teachers interested in attending professional conferences will submit a request to attend the conference or workshop through the Superintendent to the Board for approval.

3.2. Authorization requests must be submitted through the Superintendent no



later than the Board meeting prior to the conference or workshop date. Requests may be submitted at earlier Board meetings to facilitate the making of reservations in advance.

3.3. Such requests must specify the location of the conference or workshop, its duration, the subject matter thereof and anticipated expenses for which reimbursement is provided.

3.4. A written report of the conference or workshop must be submitted through the Superintendent to the Board by the next Board meeting following the conference or workshop involved but not less than two (2) weeks from the end of the conference or workshop.

## ARTICLE VI - TEACHER PROTECTION

### A. Health Insurance

#### 1. Health Insurance

a) The District shall continue its participation in the Orange-Ulster School Districts Health Plan. The Board of Education shall assume the full premium for annual individual or family coverage for the years 1999-2000 and 2000-2001. Effective July 1, 2001, unit members will contribute \$100.00 annually towards individual coverage or \$200.00 annually towards family coverage. Effective July 1, 2002, unit members will contribute \$150.00 annually towards individual coverage or \$300.00 annually towards family coverage. The Board of Education shall assume the remainder of the premium for annual individual or family coverage. Employees will be permitted to change their enrollment if they marry during the year.

b) A Section 125 IRC flexible benefits plan will be provided at no cost to unit members.

c) The District may switch health insurance plans, provided that the alternate carrier continues to provide coverage that is equal to or better than that provided by the Orange-Ulster School Districts Health Plan in existence at the time the switch is made. The Association shall be entitled to review any proposals with representatives of the District and the proposed carrier, if any. In the event the Association does not agree that the proposed plan is comparable to the plan in effect, that issue shall be subject to arbitration prior to implementation.

d) The District may also opt for the State Health Insurance Plan.

#### 2. Benefit Fund

a) Effective July 1, 2000, the District shall contribute six hundred (\$600.00)

Dollars per unit member; effective July 1, 2001, the District shall contribute six hundred twenty-five (\$625.00) Dollars per unit member; effective July 1, 2002, the District shall contribute six hundred fifty (\$650.00) Dollars per unit member to the Association's Benefit Fund for those who work fifty percent (50%) or more of full time.

b) District contributions shall be made fifty percent (50%) on July 1<sup>st</sup>, twenty-five percent (25%) on October 1<sup>st</sup>, and twenty-five percent (25%) on January 1<sup>st</sup>.

c) The Association will provide an auditor's report of the Fund's activities to the District at the end of each fiscal year.

3. Compensation for not electing the health plan

a) Members of the unit who are currently enrolled in the health insurance plan who withdraw from the plan during the life of this agreement shall receive fifteen hundred (\$1,500.00) Dollars annually for withdrawal from the health insurance provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall commence at the end of the twelve (12) month period and shall be made annually each twelve (12) months thereafter provided the member remains uncovered under the plan. Nothing contained here shall preclude a member from reentering the plan within the twelve (12) month period; provided, however, that in the case of a member who reenters in less than twelve (12) months, no payment shall be made.

b) CTA members who choose the buy-out must produce proof of other health insurance coverage to the Administration.

c) For the school years 1999-00 and 2000-01, fifty percent (50%) of the savings shall go to the CTA Benefit Fund, up to \$50.00 per benefit fund member. Effective July 1, 2001, fifty percent (50%) of the savings shall go to the CTA Benefit Fund, up to \$83.00 per benefit fund member. "Benefit Fund member" is defined as CTA members and members of the Administration.

d) The District's contribution to the Benefit Fund shall be five hundred eighty-three (\$583.00) Dollars per unit member for the 1999-00 school year, six hundred (\$600.00) Dollars for the 2000-01 school year, six hundred twenty-five (\$625.00) Dollars for the 2001-02 school year, and six hundred fifty (\$650.00) Dollars for the 2002-03 school year (i.e., the savings under this provision shall not increase the District's base contribution of five hundred eighty-three (\$583.00) Dollars, six hundred dollars (\$600.00), six hundred twenty-five (\$625.00) Dollars, and six hundred fifty (\$650.00) Dollars respectively).

B. Tenure

1. All teachers shall serve a probationary period in accordance with the Education Law of the State of New York. Upon request, a probationary teacher who has complied with Section 3031 of the Education Law may appear personally before the Board in executive session prior to the meeting at which the Board will act on the Superintendent's recommendations. Such request for an appearance before the Board shall be made at the time the teacher submits a written response, in accordance with Section 3031, to the reasons for the proposed dismissal.

2. Observations and written evaluations of teachers' performances should be completed at least sixty (60) days before the termination of probationary period and the teachers advised of their status.

C. Teacher Observations

1. Not later than two (2) weeks subsequent to observation, a conference may be scheduled between the teacher and observer at which time and place a written report shall be given to the teacher.

2. All evaluations of classroom observations are to be reported in written form, signed by both parties and the date of signature recorded for the purpose of validating such observation. Teachers shall receive a copy of the observation report and a copy shall be placed in the teacher's personnel folder.

3. All non-tenured teachers must be observed at least once each year pursuant to Section 2 above. Every effort will be made to make additional observations each year.

D. Teacher Evaluation and Observation

1. Every teacher shall have the right upon request to review and duplicate the contents of his/her personnel folder.

2. This right shall not include permission for a teacher to see confidential material forwarded by a former employer, educational institution, or letters of recommendation concerning matters which arose prior to the commencement of the teacher's service in this District.

3. Every teacher may refuse to have his/her official personnel folder, or any portion thereof, shown except to the Federal and State Governments, prospective employers to which he/she has applied, the Board of Education of this District, the administration of this District, or where otherwise required by law.

4. Personnel materials shall be placed in one central folder in the main office designated the official personnel folder. Before any document is placed in a teacher's file, the teacher will initial it. Initialing shall indicate that the teacher has read the document to be filed. It does not indicate agreement with the contents thereof.

5. Teachers shall be notified immediately of and shall be permitted to see all written complaints arising against them after the beginning of their service in this District, and shall have the right to make a written reply thereto, which reply shall also be placed in their official personnel folder.

E. Teacher Protection

Assistance in Assault Cases

1. Principals and teachers shall be required to report all cases of assault suffered by teachers in connection with their employment to the Superintendent. The Superintendent shall acknowledge receipt of such report in writing.

2. If a teacher sustains physical or mental injury, or both, by reason of an assault during the course of the teacher's employment in this District, the teacher shall be paid full salary for any loss of time resulting therefrom for a maximum period of six (6) months immediately following the assault.

2.1. Such paid absences shall not be deducted from any sick leave to which the teacher is entitled under this agreement.

2.2. The amount of salary payable by the District to such teacher shall be reduced by any amounts received by the teacher as Workers' Compensation benefits and New York State Disability benefits.

2.3. Following an absence of more than five (5) consecutive school days, a doctor's statement shall be submitted to the Board by the teacher as a condition precedent to further salary payments pursuant to this article by the District.

2.4. The District may request a medical examination of such teacher by a doctor or doctors of the District's choice at any time. The teacher shall provide the District with a duly executed authorization to obtain the teacher's hospital records.

2.5 The teacher agrees to reimburse the District for any salary paid to the teacher pursuant to this article out of the proceeds of any recovery in a lawsuit brought by the teacher arising out of such assault.

2.6. In the event of a difference of opinion as to the nature and extent of the teacher's disability between the teacher's physician(s) and the Board's physician(s), the teacher and the Board shall attempt to agree upon any independent physician(s) whose opinion shall be binding on the teacher and the Board.

F. Workers Compensation

Teachers who are injured while performing their duties shall receive full salary during their incapacitation. They shall receive full salary for up to five (5) work days without any charge against sick leave days. Beginning with the sixth day of absence due to an on-the-job injury, absences will be charged against a teacher's sick leave for record-keeping purposes until the case is settled. Workers Compensation payments received by the District shall be credited to the teacher's sick leave on a pro-rated basis.

ARTICLE VII - STAFFING AND TEACHER CONDITIONS

A. Vacancies

1. The Board agrees to make every effort to fill vacancies with certified teachers as soon as possible after they occur.

2. The Association shall be notified of all vacant teaching and extracurricular positions in time to provide a posting period of fifteen (15) school days for new positions and five (5) school days for vacancies in existing positions.

3. There shall be no restrictions on the District's right to give notice of vacancies to other sources outside the District, except that notice will not be given outside the District before it is given to the Association.

4. In granting a position, length of service in the District and qualifications will be among the considerations but will not restrict the District's right to hire from outside the District.

5. All vacancies will be filled at the discretion of the District, and all applicants within the District shall be given notice when the vacancy has been filled. Applicants within the District not appointed to fill a vacancy may request a conference to discuss the matter with the Superintendent or his/her designee.

B. Daily Schedule

1. Each teacher must be in the school building fifteen (15) minutes prior to the opening of school for his/her particular school building.

2. All elementary teachers will be available for fifteen (15) minutes after the completion of each teacher's school bus assignment.

All high school teachers may leave the building fifteen (15) minutes after the departure of the last bus transporting regular high school students. BOCES students are not regular students for this purpose.

3. The lunch period for all teachers will be at least thirty (30) minutes. This period must coincide with the class assigned to the individual teacher. Teachers may leave the building for this period.

4. Teachers finding it necessary to leave the building at times other than their lunch period will request permission from the building principal, which will not be arbitrarily refused.

5. The teachers are allowed a planning period of not less than thirty (30) minutes to be taken during the school day in addition to their lunch period.

6. A substitute teacher must be provided for an absent special teacher to assure the elementary teacher's planning period. If none is provided, teachers will be compensated as provided in Article VII (D)(4).

#### C. Calendar

1. The school calendar as recommended by the District Superintendent for Orange County and adopted by the Board of Education shall apply to this agreement.

2. Teachers will have a maximum of 184 instructional days plus two (2) Superintendent's Conference days. If the completion of the school year results in 182 or more instructional days, the next to last day will be a half instructional day. High School teachers will work the whole day if a Regents examination is given in the afternoon. If the completion of the school year results in 181 or more instructional days, the last day will be used for staff to complete the check-out procedure.

If instructional days amount to 179, then the Friday before Easter would be a third Superintendent's conference day for teachers. Instructional days are defined as when students are in attendance in school.

3. Teachers new to the District may be required to report to the District one (1) day prior to the general teacher's meeting.

4. Teacher attendance at approved District conferences is mandatory provided that

such conference is held on a day on which school would normally be in session.

D. Teaching Assignments

1. All teachers not on leave shall be notified in writing of their tentative assignments for the coming year under normal circumstances no later than June 1<sup>st</sup>. Any change made thereafter shall be made in writing to the teacher involved no later than August 15<sup>th</sup>, unless extenuating circumstances preclude such notice.

2. All efforts will be made to avoid the necessity of assigning secondary teachers to a subject outside their area of certification.

3. In the event a Junior or Senior High School teacher is regularly assigned for a sixth class period, such assignment shall be compensated, effective July 1, 2001, at the rate of twenty-four (\$24.00) Dollars, including preparation time for each class period. Effective July 1, 2002, the rate shall be twenty-six (\$26.00) Dollars. A sixth classroom assignment shall be made only after a meeting between the person involved and the Superintendent or his/her designee, at which time the reasons for the assignment will be discussed. The person subject to a sixth classroom assignment may, upon request, be accompanied by a representative of the Association.

Notwithstanding the above, Monday through Thursday, teachers at the secondary level, in lieu of a second preparation period may be assigned to perform academic intervention services as defined in New York State Law, but not to exceed any two days in a week. The District may, however, assign up to two additional periods Monday through Thursday in lieu of a second preparation period, with payment at the rate set forth at Article VII(D)(3).

Any teacher assigned to a sixth class during a semester shall not be assigned to academic intervention services (AIS) that same semester.

4. As a matter of professionalism, teachers recognize that emergencies arise which cannot be reasonably anticipated by the Administration. In such circumstances they agree to substitute for their professional colleagues. They shall be compensated at the rate of twenty-one (\$21.00) Dollars per class period effective July 1, 2001. Teachers shall be entitled to such payment commencing with the first period of such substitute service. For purposes of this section, the unavailability of substitutes shall constitute an emergency situation where the District has made a good faith, but unsuccessful, effort to secure substitutes. Teachers may not refuse a coverage assignment.

5. All teachers (excluding the school nurse, psychologist, and BOCES personnel) present in the building shall share in bus supervision on an equitable basis in accordance with the best interest of the students. It is understood that the District will make every effort to comply in

accordance with the above stated objective to share such duty.

6. Teachers assigned to administratively approved hourly work, such as curriculum writing, during the year or after the faculty has left for the summer, shall be compensated at the rate of eighteen (\$18.00) dollars per hour. Effective July 1, 2002, the rate shall increase to \$25.00. Voluntary in-service held on a non-teacher work day will be reimbursed at either the per-diem substitute rate or with in-service credit, at the unit member's option. Teachers who attend workshops, determined by the Superintendent to be essential to meeting the District's needs, shall be compensated at the above stated hourly rates.

7. Effective July 1, 1997, teachers who perform regular work beyond the school year at the request of the District, will receive 1/200th of the annual rate per day or an hourly rate based upon the annual salary.

8. If a grant is received by the District and the teacher opts to perform the work, the teacher will receive the rate of pay provided by the grant.

9. Teachers who perform chaperoning duties for approved events after school in the evenings and weekends, and who are assigned to a.m. supervision shall be compensated at the rate of pay for chaperons as outlined in Appendix "D".

10. When a child with a disability is placed in an inclusion program, the teachers will receive timely notification, training, mutual planning time (in addition to the regular planning time) not to exceed four (4) times per year. Notification of placement will be made by June 1<sup>st</sup> of the prior school year.

In dealing with students, instructional staff will not: a) change diapers, b) toilet, c) administer medication or perform medical procedures, d) perform tasks relating to students' personal hygiene, e) lift or carry except in emergency situations.

#### **E. Consolidation**

1. The Board and Administration of Chester Union Free School District in the event of annexation or consolidation of the Chester School District, shall meet with the CTA and discuss placement of teachers in the unified district.

2. The Superintendent will:

a) In addition to the above discussions will recommend for positions in the unified district, to the unified district's Chief School Administrator, those teachers on tenure and those non-tenure teachers who would have been recommended for continuance in the Chester School



District (ununified).

b) Contact other area school districts and attempt to place any teachers in (a) above who: (1) do not desire to serve in the unified district, (2) for whom positions are not available in the unified district.

F. Paraprofessionals

1. It is the policy of the District to eliminate, as soon as possible, all non-teaching duties for teachers with the exception of study hall supervision.

1.1. Whenever possible, paraprofessionals will be used to relieve teachers from non-teaching duties.

1.2. Aides will be assigned to lunchtime supervision to assist the one teacher assigned to such duty. Said teacher must be available if the aide needs to contact him.

G. Faculty Meetings

1. Attendance at faculty meetings is mandatory unless excused by the building principal.

2. Monday afternoon, after student dismissal, will be the time established for regular meetings of the entire staff or building meetings. Faculty meetings will be held as needed with a minimum of one per month.

3. Teachers shall be given at least twenty-four (24) hours notice of meetings except in emergencies.

H. Standardized Tests

Standardized tests such as Intelligence Tests and Achievement Tests, exclusive of academic Regents exams, shall be marked by testing service or substitute rather than by classroom teachers.

I. Graduation Exercises

1. Attendance at graduation exercises sponsored by the District is required of all teachers and is creditable as one (1) professional evening activity under Article VIII (A). Teachers assigned at two (2) buildings shall be required to attend both graduations as if such attendance was at one (1) evening activity.

2. A teacher may be excused from such exercises by the Superintendent of Schools if a written application is made before June 10<sup>th</sup>.

J. Field Trips

1. Field trips extending beyond the teacher's daily schedule will be compensated at the fee established for chaperons. This also applies to field trips scheduled for non-school days.

2. The District reserves the right for the Superintendent to assign professional personnel to those activities requiring the supervision of usage of school properties and safeguarding the welfare of students.

K. Substitute Teachers

1. It shall be the responsibility of the administration to provide for the procuring of substitute teachers.

2. It shall be the responsibility of each teacher to have lesson plans which may be used by a substitute teacher.

3. All substitute teachers are expected to adhere to the hours outlined in Article VII, Section B(2) above, relative to arrival and departure to the extent possible.

4. Since substitute teachers are not available for periods of time less than a half-day, teachers that are absent for less than a half-day shall be charged for a half-day absence.

5. All requests for substitute teachers should be submitted at least one (1) hour before the required teacher arrival time in the Elementary School and between 6:30 a.m. and 7:00 a.m. in the High School.

ARTICLE VIII - GENERAL CONDITIONS

A. Professional Evening Activities

Each unit member shall be required to attend up to three (3) Board sponsored professional evening activities per school year. Such activities would include graduation, open house, parent teacher conferencing, etc. A teacher may be requested to attend one additional evening to make a presentation to the Board of Education on a mutually agreed Board date during the school year. The request will be made no later than September 30<sup>th</sup> of that school year.

B. Copies of Agreement

All professional personnel shall be provided with copies of this agreement at District expense as soon as possible after ratification.

C. Reduction in Force

1. The District will make every effort to give as much advance notice as possible to teachers whose positions are being eliminated.

2. Teachers whose positions are eliminated due to reduction in force shall be permitted to continue coverage under their group health insurance plan in the District for eighteen (18) months by paying the full cost of such continued coverage to the District, provided they are ineligible for coverage under any other group health insurance plan.

3. The District shall provide the Association with a list of teachers in the District at the beginning of each school year showing the length of service of each teacher in the District. Such list shall be deemed accurate unless the District is advised in writing to the contrary within thirty (30) days from the time the list is received by the Association.

D. Student Teachers

The District will consult with the affected individual members of the teaching staff prior to all assignments of student teachers.

E. Travel Between Buildings

The District shall pay unit members whose work requires travel between district buildings at the current I.R.S. mileage rate.

F. Distance Learning

The District notes the concerns expressed by the CTA regarding the impact of Distance Learning on terms and conditions of this contract. The District agrees to discuss contractual implications of distance learning with the CTA should Distance Learning be considered.

G. One assigned, clearly marked parking space will be provided for the union president at the back of the elementary school and one by the administrative office at the high school.

H. Membership on the school shared decision-making team is voluntary, and a teacher

may choose to either have it considered the non-instructional duty that is part of each teacher's assignment, or be compensated with two (2) days at the current sick leave rate in the retirement provision of the Contract.

## ARTICLE IX - GRIEVANCE PROCEDURE

### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances, which may from time to time arise.
2. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
3. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement.
4. Both parties agree that in the event of alleged grievance, coercion, interference, restraint, reprisal or discrimination will not be exercised by either party and prompt action will be taken in the best interests of the school, community, students, teachers and Board.

### B. Definitions

1. A grievance is a claim based upon an event or condition which effects the welfare or conditions of employment of a teacher or group of teachers arising from the language of the agreement, an alleged breach thereof, or the policies of the Board.
2. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the negotiating unit described in Article I of this contract will not constitute a grievance.
3. An aggrieved person is the person or persons making the claim.
4. A party in interest is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.
5. The term Supervisor shall mean any department chairman, principal, assistant principal, immediate supervisory, or other administrative or supervisory officer responsible for

the area in which an alleged grievance arises.

6. Grievance Committee is the committee created by and constituted by the Chester Teachers' Association.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process.

2. If appropriate action is not taken by the grievant within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level.

3. The time limit specified may, however, be extended by mutual agreement.

4. All alleged grievances must be initiated within thirty (30) school days after the aggrieved party knew or should have known of the act or condition on which the grievance is based. If such alleged grievance is not initiated within such time, it will then be considered as waived.

D. Procedure

1. Level One

1.1. A teacher with a grievance will first discuss it with his/her principal or immediate supervisor, either directly or through a representative of the Grievance Committee, with the objective of resolving the matter informally.

1.2. The building principal or immediate supervisor with a grievance will first discuss it with the Chairperson of the Grievance Committee, with the objective of resolving the matter informally.

2. Level Two

2.1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Chairperson of the Grievance Committee. Within ten (10) school days after receiving the written grievance, the Chairperson or Supervisor will refer it to the Superintendent.

2.2. The Superintendent will represent the administration at this level of the grievance procedures. Within ten (10) school days after receipt of the written grievance by the Superintendent, he/she will meet with the aggrieved person or persons in an effort to resolve the alleged grievance.

2.3. Within ten (10) school days after receipt of the written grievance by the President of the Chester Teachers' Association from the Superintendent, he/she will meet with the Superintendent in an effort to resolve the alleged grievance.

2.4. If a teacher does not file a grievance in writing with the Chairperson of the Grievance Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the teacher knew or should have known of the act or condition on which the alleged grievance is based, then, the alleged grievance will be considered as waived.

2.5. If the Superintendent does not file a grievance in writing with the President of the Chester Teachers' Association within thirty (30) school days after he/she knew or should have known of the act or condition on which the alleged grievance is based, then, the alleged grievance will be considered as waived.

### 3. Level Three

3.1. If the aggrieved person is not satisfied with the disposition of his/her alleged grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, he/she may file the alleged grievance in writing with the Chairperson of the Grievance Committee to initiate Level Three.

3.2. If the aggrieved person is not satisfied with the disposition of his/her alleged grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Chester Teachers' Association President, he/she may file the alleged grievance in writing with the Board of Education to initiate Level Three.

3.3. Within ten (10) school days after receiving the written alleged grievance, the Chairperson of the Grievance Committee will refer it to the President of the Board of Education and a copy of the grievance will be filed with the Superintendent.

3.4. Within ten (10) school days after receiving the written alleged grievance, a committee of the Board will meet with the aggrieved person or the Grievance Committee for the purpose of resolving the grievance.

3.5. The ultimate decision on the grievance at Level Three will, however, be rendered by voting quorum of the Board within fifteen (15) school days after the meeting with

the committee of the Board.

#### 4. Level Four - Arbitration

4.1. After the decision has been rendered in writing by the Board of Education, if the teacher and/or the Association are not satisfied with the decision at Level Three, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Level Three. All requests for arbitration shall be made by the Chester Teachers' Association exclusively in the name of the Chester Teachers' Association.

4.2. Within ten (10) school days after such written notice of submission to arbitration, the Board of Education and the Association will select an arbitrator. If the two parties cannot agree on an arbitrator, a request for a list of arbitrators will be made to the American Arbitrator Association by either party. The parties will then be bound by the rules and procedures of the American Arbitrator Association in the selection of the arbitrator.

4.3. The arbitrator will hear the matter promptly and will issue a decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date of the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues.

4.4. The arbitrator shall have no power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.

4.5. The decision of the arbitrator shall be final and binding upon all parties.

4.6. The cost for services of the arbitrator will be borne equally by the Board of Education and the Association.

#### E. Rights of Teachers to Representation

1. Any party in interest may be represented at all levels of the grievance procedure by a person of his/her own choosing, except he/she may not be represented by a representative or by an officer of any teacher organization other than the Association.

2. When a teacher is not represented by the Association, the Association will have the right to be present and to state its views at all levels of the grievance procedures.

F. Miscellaneous

1. Decisions rendered at Level Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefor and will be transmitted promptly to all parties in interest and the Chairperson of the Grievance Committee.

2. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

3. Forms for filing grievance, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the parties to this agreement and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.

4. Any grievant who elects to pursue any legal or statutory remedy will be barred from any further or subsequent proceedings for relief under the provisions of this article.

5. The processing of grievances on Levels One, Two and Three shall be conducted at a time when school is not in session. Should a teacher or Association representative be required to attend an arbitration proceeding brought against the teacher or Association, held during a time when school is in session, they shall be released without loss of pay or benefits.

6. The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than at Level One and all written decisions at all levels.

6.1 Minutes of all proceedings in Level Two shall consist of the notes of chief school administrator, which shall be a summary of all witnesses, evidence presented, exhibits, etc.

6.2. Official minutes of all proceedings at Level Three will be kept by the Clerk of the Board. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within ten (10) school days after the conclusion of hearings at Level Three and they will within five (5) school days advise the Superintendent of any errors in said minutes. Any such claim of error in the minutes shall become a part of the official grievance record and shall reflect the disposition of such alleged error. The official grievance record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee, and the Board, but shall not be deemed a public record.

6.3. The Board of Education and the Association agree to facilitate any



investigation which may be required and to make available any and all materials and relevant documents, communications, and records concerning the alleged grievance, with the exception of traditionally confidential matter including but not limited to notes of the Board in executive session.

7. Except as otherwise provided, an aggrieved party and any party in interest shall have the right at all levels of a grievance, except Level One, to confront and cross examine, subject to the general rules of administrative hearings, all witnesses and to be furnished with a copy of any minutes of the proceedings made at each and every level.

8. All grievances shall include the name and position of the aggrieved party, the identity of the provisions of this Agreement or Board policy as involved in the alleged grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and general statement of the nature of the grievance and the redress sought by the aggrieved party.

#### ARTICLE X - BOARD POLICY, LAW

A. All matters concerning employment not covered by this contract shall be governed by the policies established by the Board of Education.

B. The Association shall be furnished with a copy of the policies of the Board which relate to the terms and conditions of employment of teachers. The Board shall be furnished with a copy of the Constitution, By-Laws and Policies, if any, of the Association. Said documents shall be exchanged between the parties prior to September 1<sup>st</sup> of each contract year.

#### ARTICLE XI - DURATION

A. This agreement shall become effective July 1, 2003 and shall continue in effect until June 30, 2006.

B. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, this agreement has been executed by the Board and the Association the day and year first above written.

CHESTER UNION FREE SCHOOL  
DISTRICT

by: John Panzneri

CHESTER TEACHERS' ASSOCIATION

by: John J. ... President

CHESTER UNION FREE SCHOOL DISTRICT  
 Teachers' Salary Schedule "A"  
 For The School Year 2003-04

<u>Step</u>	<u>A</u> <u>BA</u>	<u>B</u> <u>BA + 30</u>	<u>C</u> <u>MA</u>	<u>D</u> <u>BA + 60</u>	<u>E</u> <u>MA + 30</u>	<u>F</u> <u>Nurse</u>
1	37,651	39,977	41,426	42,422	43,980	30,677
2	38,855	41,283	42,791	43,816	45,371	31,211
3	40,063	42,592	44,157	45,212	46,761	31,745
4	41,269	43,900	45,523	46,606	48,153	32,277
5	42,476	45,207	46,891	48,000	49,543	32,810
6	43,740	46,516	48,334	49,380	50,966	33,344
7	45,000	47,824	49,778	50,758	52,391	33,877
8	46,263	49,130	51,220	52,139	53,815	34,410
9	47,526	50,439	52,664	53,519	55,242	34,942
10	48,789	51,745	54,107	54,900	56,669	35,476
11	50,045	52,949	55,323	56,090	57,894	
12	51,303	54,152	56,537	57,279	59,122	
13	52,557	55,354	57,755	58,469	60,349	
14	53,814	56,557	58,970	59,656	61,576	
15	55,064	57,763	60,186	60,849	62,806	
16	56,322	58,965	61,402	62,039	64,035	
17	57,577	60,167	62,619	63,226	65,261	
18	58,833	61,368	63,836	64,415	66,491	
19	59,649	63,137	65,659	66,865	68,887	
19 (1)	64,684	68,172	70,694	71,900	73,922	

**CHESTER UNION FREE SCHOOL DISTRICT**  
**Teachers' Salary Schedule "B"**  
**For The School Year 2004-05**

<u>Step</u>	<u>A</u> <u>BA</u>	<u>B</u> <u>BA + 30</u>	<u>C</u> <u>MA</u>	<u>D</u> <u>BA + 60</u>	<u>E</u> <u>MA + 30</u>	<u>F</u> <u>Nurse</u>
1	38,220	40,581	42,052	43,063	44,644	31,140
2	39,442	41,906	43,437	44,478	46,056	31,682
3	40,668	43,235	44,824	45,895	47,467	32,224
4	41,892	44,563	46,210	47,310	48,880	32,764
5	43,117	45,890	47,599	48,725	50,291	33,305
6	44,400	47,218	49,064	50,126	51,736	33,847
7	45,680	48,546	50,530	51,524	53,182	34,389
8	46,962	49,872	51,993	52,926	54,628	34,930
9	48,244	51,201	53,459	54,327	56,076	35,470
10	49,526	52,526	54,924	55,729	57,525	36,012
11	50,801	53,749	56,158	56,937	58,768	
12	52,078	54,970	57,391	58,144	60,015	
13	53,351	56,190	58,627	59,352	61,260	
14	54,627	57,411	59,860	60,557	62,506	
15	55,895	58,635	61,095	61,768	63,754	
16	57,172	59,855	62,329	62,976	65,002	
17	58,446	61,076	63,565	64,181	66,246	
18	59,721	62,295	64,800	65,388	67,495	
19	60,550	64,090	66,650	67,875	69,927	
19 (1)	65,661	69,201	71,761	72,986	75,038	

CHESTER UNION FREE SCHOOL DISTRICT  
 Teachers' Salary Schedule "C"  
 For The School Year 2005-06

<u>Step</u>	<u>A</u> <u>BA</u>	<u>B</u> <u>BA + 30</u>	<u>C</u> <u>MA</u>	<u>D</u> <u>BA + 60</u>	<u>E</u> <u>MA + 30</u>	<u>F</u> <u>Nurse</u>
1	38,877	41,279	42,775	43,804	45,412	31,676
2	40,120	42,627	44,184	45,243	46,848	32,227
3	41,367	43,979	45,595	46,684	48,283	32,778
4	42,613	45,329	47,005	48,124	49,721	33,328
5	43,859	46,679	48,418	49,563	51,156	33,878
6	45,164	48,030	49,908	50,988	52,626	34,429
7	46,466	49,381	51,399	52,410	54,097	34,980
8	47,770	50,730	52,887	53,836	55,568	35,531
9	49,074	52,082	54,378	55,261	57,041	36,080
10	50,378	53,429	55,869	56,688	58,514	36,631
11	51,675	54,673	57,124	57,916	59,779	
12	52,974	55,915	58,378	59,144	61,047	
13	54,269	57,156	59,635	60,373	62,314	
14	55,567	58,398	60,890	61,599	63,581	
15	56,856	59,644	62,146	62,830	64,851	
16	58,155	60,885	63,401	64,059	66,120	
17	59,451	62,127	64,658	65,285	67,385	
18	60,748	63,366	65,915	66,513	68,656	
19	61,591	65,192	67,796	69,042	71,130	
19 (1)	66,790	70,391	72,995	74,241	76,329	

## SCHEDULE "E"

1. The parties acknowledge that the 1988-91 Agreement calls for the reduction of steps from 22 to 19, effective the first year. The parties also recognize the fact that in accordance with Taylor Law requirements, employees were advanced a step on the 1987-88 salary schedule for the 1988-89 school year. The following conversion schedule shows the change in step placement utilizing the employee's step placement during the 1988-89 school year on the 1987-88 salary schedule and the 19 step 1988-89 salary schedule.

Step Placement in 1988-89 on 1987-88 Schedule	Placement on 1988-89 19 Step Schedule
1	1
2	2
3	3
4	3
5	4
6	5
7	6
8	7
9	8
10	9
11	10
12	10
13	11
14	12
15	13
16	14
17	15
18	16
19	17
20	19
21	19
22	19

2. For the 1989-90 and 1990-91 school years, every employee eligible to advance one step shall do so from their step placement on the previous year's schedule; provided, however, that unit members who were employed during the 1987-88 school year and who, when placed pursuant to the schedule referenced above, were two numerical steps below their initial 1988-89 placement, shall be entitled to advance two steps when moving from Schedule B to Schedule C, unless such employees were on top step or within one step of top step during 1989-90.

3. The parties further agree that bargaining unit members who were on steps 4 - 17 of the 1987-88 salary schedule during the 1989-90 school year shall have their 1988-89 E.I.T. shares used by the District to support an additional step movement for those employees beyond that which is referenced above when moving

CHESTER UNION FREE SCHOOL DISTRICT  
Supplemental Teachers' Salary Schedule "F"  
For the School Years 1996/97 to 1998/99

The following charts illustrate the calculated base salary for CTA members off the salary schedule:

(1) Those CTA members who were on the top step (19) at June 30, 1996 (end of the 1995/96 School Year).

1996 / 97	A	B	C	D	E	F
Step	<u>BA</u>	<u>BA + 30</u>	<u>MA</u>	<u>BA + 60</u>	<u>MA + 30</u>	<u>Nurse</u>
19A (1)	51,860	54,833	56,985	58,013	59,736	

  

1997 / 98	A	B	C	D	E	F
Step	<u>BA</u>	<u>BA + 30</u>	<u>MA</u>	<u>BA + 60</u>	<u>MA + 30</u>	<u>Nurse</u>
19A (1)	53,727	56,700	58,852	59,880	61,603	

  

1998 / 99	A	B	C	D	E	F
Step	<u>BA</u>	<u>BA + 30</u>	<u>MA</u>	<u>BA + 60</u>	<u>MA + 30</u>	<u>Nurse</u>
19A (1)	55,527	58,500	60,652	61,680	63,403	

(2) Those CTA members who were on step eighteen (18) at June 30, 1996 (end of the 1995/96 School Year).

1997 / 98	A	B	C	D	E	F
Step	<u>BA</u>	<u>BA + 30</u>	<u>MA</u>	<u>BA + 60</u>	<u>MA + 30</u>	<u>Nurse</u>
19A (2)	52,427	55,400	57,552	58,580	60,303	

  

1998 / 99	A	B	C	D	E	F
Step	<u>BA</u>	<u>BA + 30</u>	<u>MA</u>	<u>BA + 60</u>	<u>MA + 30</u>	<u>Nurse</u>
19A (2)	54,227	57,200	59,352	60,380	62,103	

(3) Those CTA members who were on step seventeen (17) at June 30, 1996 (end of the 1995/96 School Year).

1998 / 99	A	B	C	D	E	F
Step	<u>BA</u>	<u>BA + 30</u>	<u>MA</u>	<u>BA + 60</u>	<u>MA + 30</u>	<u>Nurse</u>
19A (3)	52,360	55,333	57,485	58,513	60,236	

CTA members who are off the "Step Schedule" will have an additional \$1,300, \$1,867 and \$1,800 added to their prior year's base salary for the school years 1996/97, 1997/98, and 1998/99 respectively. The qualification for "off schedule" treatment is determined using the member's step location as of June 30, 1996 (end of the 1995/96 School Year).

**CHESTER UNION FREE SCHOOL DISTRICT**  
**Supplement to Teachers' Salary Schedule "F"**  
**For The School Years 1999-00 to 2002-03**

The following charts illustrates the calculated base salary for CTA members off the salary schedule:

<u>Step</u>	<u>A</u> <u>BA</u>	<u>B</u> <u>BA + 30</u>	<u>C</u> <u>MA</u>	<u>D</u> <u>BA + 60</u>	<u>E</u> <u>MA + 30</u>	<u>F</u> <u>Nurse</u>
<b>1999 / 00</b>						
19 (1)	57,658	60,738	62,967	64,032	65,817	
19 (2)	56,358	59,438	61,667	62,732	64,517	
19 (3)	Vacated and Eliminated *					
* Employees paid on 19(3) in 1998-99 were moved to 19(2), which includes \$1,867 added to formulate the 1999-00 salary.						
<b>2000 / 01</b>						
19 (1)	59,502	62,690	64,997	66,099	67,947	
19 (2)	Vacated and Eliminated *					
* Employees paid on 19(3) in 1998-99 were again moved to 19(1), which includes \$1,800 added to formulate the 2000-01 salary.						
<b>2001 / 02</b>						
19 (1)	61,547	64,855	67,248	68,391	70,309	
<b>2002 / 03</b>						
19 (1)	63,810	67,251	69,739	70,928	72,923	

The qualification for "off schedule" treatment refers to those unit members who were paid on Schedule F during the 1998-99 School Year.



<u>POSITION</u>	<u>SCHOOL YEAR 2003-04</u>		
	( 1 - 4 )	( 5 - 9 )	( 10+ )
<b>SOCCER/FOOTBALL</b>			
- VARSITY	2,694.48	2,993.25	3,442.75
- Jr. VARSITY	2,111.41	2,345.43	2,681.23
- MODIFIED	1,565.38	1,737.24	1,996.38
<b>BASKETBALL</b>			
- VARSITY	3,340.96	3,711.16	4,267.76
- Jr. VARSITY	2,423.42	2,691.82	3,091.10
- FRESHMAN	2,084.96	2,316.32	2,662.73
- MODIFIED	1,807.32	2,006.95	2,292.53
<b>BASEBALL/SOFTBALL</b>			
- VARSITY	2,637.60	2,928.47	3,368.74
- Jr. VARSITY	2,047.96	2,276.68	2,616.44
- MODIFIED	1,527.03	1,696.26	1,950.10
<b>TRACK</b>	2,504.91	2,780.46	3,206.29
<b><u>CHEERLEADING *</u></b>			
<b>SOCCER</b>			
- VARSITY	1,245.42	1,369.70	1,573.29
<b>BASKETBALL</b>			
- VARSITY	1,858.88	2,063.81	2,375.85
- Modified	1,022.39	1,134.85	1,259.67
	* STIPEND OF \$793.60 IF THE SAME INDIVIDUAL ASSUMES THE RESPONSIBILITIES OF A J.V. SQUAD.		
<b><u>INTRAMURAL</u></b>			
- ELEMENTARY	744.35	744.35	744.35
- Jr. / Sr. HIGH	744.35	744.35	744.35

\*\* All intramural programs are to be scheduled at least two (2) days per week for a minimum of six (6) weeks. There are not to be more than six (6) intramural programs per year. On the elementary level, there are to be no more than three (3) intramural programs for boys or girls in any one year.

Coaches who move within a sport shall keep there tier within the sport. Years of experience will follow throughout the sport (e.g., a JV basketball coach with six years who moves to the Varsity level of that sport shall remain in the 5-9 tier).

\* Each starred (\*) club advisor/coach will keep a log of meetings, a roster and attendance and a brief record of the activities for submission with the claim of payment. Payment will be made upon completion of the activity as in the case of other clubs.

<u>POSITION</u>	<u>SCHOOL YEAR 2003-04</u>		
	( 1 - 4 )	( 5 - 9 )	( 10+ )
ALLIED TREASURER	2,342.82	2,401.04	2,459.25
ATTENDANCE	2,342.82	2,401.04	2,459.25
A.V. (ELEM)	1,437.17	1,495.40	1,553.61
A.V. (HS)	1,437.17	1,495.40	1,553.61
CHAPERONES	17.46	17.46	17.46
CLASS ADVISOR (CLUBS) *	802.57	860.79	919.01
ELEMENTARY BAND	1,408.09	1,466.32	1,524.54
ELEMENTARY CHORUS	1,348.61	1,406.81	1,465.03
SR. ENRICHMENT *	647.19	676.30	705.41
HIGH BAND	3,044.85	3,103.08	3,161.29
Jr. HIGH BAND	1,130.44	1,188.65	1,246.88
Jr./Sr. HIGH CHORUS	1,348.61	1,406.81	1,465.03
MOCK TRIAL *	802.57	860.79	919.01
NATIONAL HONOR SOC*	647.19	676.30	705.40
ODYSSEY OF THE MIND *	802.57	860.79	919.01
PEER LEADERSHIP *	802.57	860.79	919.01
SENIOR PLAY	2,878.27	2,936.50	2,994.70
SKI CLUB	802.57	860.79	919.01
STUDENT COUNCIL *	802.57	860.79	919.01
YEARBOOK	3,297.39	3,355.61	3,413.82
YOUTH IN GOVERNMENT *	1,008.81	1,067.03	1,125.25

Student council advisors, class advisors and club advisors shall be compensated at the rate for intramural activities. In the event the activity does not meet for the number of hours (24 to 30) as outlined under the intramural section of this agreement, the advisor will be paid only for the hours certified. Payment will be at the prevailing rate for chaperones. Normally, advisors will not be paid as chaperones. With prior administrative, written approval, when unusual circumstance merit, advisors may receive additional chaperone pay.

Teachers shall be compensated, as outlined under Article VII D (6), for work approved by the administration for work related to duties which must be performed after the faculty has left for the summer recess.

Odyssey of the Mind (OM) - Estimated thirty-five (35) hours (or more if the coach so chooses) that the coach would work directly with the students, including participation in the regional competition. Should a team participate in the State competition, the coach would be paid an additional (\$370 in 03-04, \$376 in 04-05, and \$382 in 05-06) for the additional meetings and involvement in the competition itself.

Mock Trial - Estimated thirty two (32) hours (or more if the coach so chooses), includes a Saturday competition.

- \* Each starred (\*) club advisor/coach will keep a log of meetings, a roster and attendance and a brief record of the activities for submission with the claim of payment. Payment will be made upon completion of the activity as in the case of other clubs.

<u>POSITION</u>	<u>SCHOOL YEAR 2004-05</u>		
	( 1 - 4 )	( 5 - 9 )	( 10+ )
<b>SOCCER/FOOTBALL</b>			
- VARSITY	2,735.17	3,038.45	3,494.74
- Jr. VARSITY	2,143.29	2,380.85	2,721.72
- MODIFIED	1,589.02	1,763.47	2,026.53
<b>BASKETBALL</b>			
- VARSITY	3,391.41	3,767.20	4,332.20
- Jr. VARSITY	2,460.01	2,732.47	3,137.78
- FRESHMAN	2,116.44	2,351.30	2,702.94
- MODIFIED	1,834.61	2,037.25	2,327.15
<b>BASEBALL/SOFTBALL</b>			
- VARSITY	2,677.43	2,972.69	3,419.61
- Jr. VARSITY	2,078.88	2,311.06	2,655.95
- MODIFIED	1,550.09	1,721.87	1,979.55
<b>TRACK</b>	2,542.73	2,822.44	3,254.70
<b><u>CHEERLEADING *</u></b>			
<b>SOCCER</b>			
- VARSITY	1,264.23	1,390.38	1,597.05
<b>BASKETBALL</b>			
- VARSITY	1,886.95	2,094.97	2,411.73
- Modified	1,037.83	1,151.99	1,278.69
	* STIPEND OF \$805.58 IF THE SAME INDIVIDUAL ASSUMES THE RESPONSIBILITIES OF A J.V. SQUAD.		
<b><u>INTRAMURAL</u></b>			
- ELEMENTARY	755.59	755.59	755.59
- Jr. / Sr. HIGH	755.59	755.59	755.59

\*\* All intramural programs are to be scheduled at least two (2) days per week for a minimum of six (6) weeks. There are not to be more than six (6) intramural programs per year. On the elementary level, there are to be no more than three (3) intramural programs for boys or girls in any one year.

Coaches who move within a sport shall keep there tier within the sport. Years of experience will follow throughout the sport (e.g., a JV basketball coach with six years who moves to the Varsity level of that sport shall remain in the 5-9 tier).

\* Each starred (\*) club advisor/coach will keep a log of meetings, a roster and attendance and a brief record of the activities for submission with the claim of payment. Payment will be made upon completion of the activity as in the case of other clubs.

<u>POSITION</u>	<u>SCHOOL YEAR 2004-05</u>		
	( 1 - 4 )	( 5 - 9 )	( 10+ )
ALLIED TREASURER	2,378.20	2,437.30	2,496.38
ATTENDANCE	2,378.20	2,437.30	2,496.38
A.V. (ELEM)	1,458.87	1,517.98	1,577.07
A.V. (HS)	1,458.87	1,517.98	1,577.07
CHAPERONES	17.72	17.72	17.72
CLASS ADVISOR (CLUBS) *	814.69	873.79	932.89
ELEMENTARY BAND	1,429.35	1,488.46	1,547.56
ELEMENTARY CHORUS	1,368.97	1,428.05	1,487.15
SR. ENRICHMENT *	656.96	686.51	716.06
HIGH BAND	3,090.83	3,149.94	3,209.03
Jr. HIGH BAND	1,147.51	1,206.60	1,265.71
Jr./Sr. HIGH CHORUS	1,368.97	1,428.05	1,487.15
MOCK TRIAL *	814.69	873.79	932.89
NATIONAL HONOR SOC*	656.96	686.51	716.05
ODYSSEY OF THE MIND *	814.69	873.79	932.89
PEER LEADERSHIP *	814.69	873.79	932.89
SENIOR PLAY	2,921.73	2,980.84	3,039.92
SKI CLUB	814.69	873.79	932.89
STUDENT COUNCIL *	814.69	873.79	932.89
YEARBOOK	3,347.18	3,406.28	3,465.37
YOUTH IN GOVERNMENT *	1,024.04	1,083.14	1,142.24

Student council advisors, class advisors and club advisors shall be compensated at the rate for intramural activities. In the event the activity does not meet for the number of hours (24 to 30) as outlined under the intramural section of this agreement, the advisor will be paid only for the hours certified. Payment will be at the prevailing rate for chaperones. Normally, advisors will not be paid as chaperones. With prior administrative, written approval, when unusual circumstance merit, advisors may receive additional chaperone pay.

Teachers shall be compensated, as outlined under Article VII D (6), for work approved by the administration for work related to duties which must be performed after the faculty has left for the summer recess.

Odyssey of the Mind (OM) - Estimated thirty-five (35) hours (or more if the coach so chooses) that the coach would work directly with the students, including participation in the regional competition. Should a team participate in the State competition, the coach would be paid an additional (\$370 in 03-04, \$376 in 04-05, and \$382 in 05-06) for the additional meetings and involvement in the competition itself.

Mock Trial - Estimated thirty two (32) hours (or more if the coach so chooses), includes a Saturday competition.

- \* Each starred (\*) club advisor/coach will keep a log of meetings, a roster and attendance and a brief record of the activities for submission with the claim of payment. Payment will be made upon completion of the activity as in the case of other clubs.

<u>POSITION</u>	<u>SCHOOL YEAR 2005-06</u>		
	( 1 - 4 )	( 5 - 9 )	( 10+ )
<b>SOCCER/FOOTBALL</b>			
- VARSITY	2,782.21	3,090.71	3,554.85
- Jr. VARSITY	2,180.15	2,421.80	2,768.53
- MODIFIED	1,616.35	1,793.80	2,061.39
<b>BASKETBALL</b>			
- VARSITY	3,449.74	3,832.00	4,406.71
- Jr. VARSITY	2,502.32	2,779.47	3,191.75
- FRESHMAN	2,152.84	2,391.74	2,749.43
- MODIFIED	1,866.17	2,072.29	2,367.18
<b>BASEBALL/SOFTBALL</b>			
- VARSITY	2,723.48	3,023.82	3,478.43
- Jr. VARSITY	2,114.64	2,350.81	2,701.63
- MODIFIED	1,576.75	1,751.49	2,013.60
<b>TRACK</b>	2,586.46	2,870.99	3,310.68
<b><u>CHEERLEADING *</u></b>			
<b>SOCCER</b>			
- VARSITY	1,285.97	1,414.29	1,624.52
<b>BASKETBALL</b>			
- VARSITY	1,919.41	2,131.00	2,453.21
- Modified	1,055.68	1,171.80	1,300.68
	* STIPEND OF \$819.43 IF THE SAME INDIVIDUAL ASSUMES THE RESPONSIBILITIES OF A J.V. SQUAD.		
<b><u>INTRAMURAL</u></b>			
- ELEMENTARY	768.59	768.59	768.59
- Jr. / Sr. HIGH	768.59	768.59	768.59

\*\* All intramural programs are to be scheduled at least two (2) days per week for a minimum of six (6) weeks. There are not to be more than six (6) intramural programs per year. On the elementary level, there are to be no more than three (3) intramural programs for boys or girls in any one year.

Coaches who move within a sport shall keep their tier within the sport. Years of experience will follow throughout the sport (e.g., a JV basketball coach with six years who moves to the Varsity level of that sport shall remain in the 5-9 tier).

\* Each starred (\*) club advisor/coach will keep a log of meetings, a roster and attendance and a brief record of the activities for submission with the claim of payment. Payment will be made upon completion of the activity as in the case of other clubs.

<u>POSITION</u>	<u>SCHOOL YEAR 2005-06</u>		
	( 1 - 4 )	( 5 - 9 )	( 10+ )
ALLIED TREASURER	2,419.11	2,479.22	2,539.32
ATTENDANCE	2,419.11	2,479.22	2,539.32
A.V. (ELEM)	1,483.96	1,544.09	1,604.20
A.V. (HS)	1,483.96	1,544.09	1,604.20
CHAPERONES	18.02	18.02	18.02
CLASS ADVISOR (CLUBS) *	828.70	888.82	948.94
ELEMENTARY BAND	1,453.93	1,514.06	1,574.18
ELEMENTARY CHORUS	1,392.52	1,452.61	1,512.73
SR. ENRICHMENT *	668.26	698.32	728.38
HIGH BAND	3,143.99	3,204.12	3,264.23
Jr. HIGH BAND	1,167.25	1,227.35	1,287.48
Jr./Sr. HIGH CHORUS	1,392.52	1,452.61	1,512.73
MOCK TRIAL *	828.70	888.82	948.94
NATIONAL HONOR SOC*	668.26	698.32	728.37
ODYSSEY OF THE MIND *	828.70	888.82	948.94
PEER LEADERSHIP *	828.70	888.82	948.94
SENIOR PLAY	2,971.98	3,032.11	3,092.21
SKI CLUB	828.70	888.82	948.94
STUDENT COUNCIL *	828.70	888.82	948.94
YEARBOOK	3,404.75	3,464.87	3,524.97
YOUTH IN GOVERNMENT *	1,041.65	1,101.77	1,161.89

Student council advisors, class advisors and club advisors shall be compensated at the rate for intramural activities. In the event the activity does not meet for the number of hours (24 to 30) as outlined under the intramural section of this agreement, the advisor will be paid only for the hours certified. Payment will be at the prevailing rate for chaperones. Normally, advisors will not be paid as chaperones. With prior administrative, written approval, when unusual circumstance merit, advisors may receive additional chaperone pay.

Teachers shall be compensated, as outlined under Article VII D (6), for work approved by the administration for work related to duties which must be performed after the faculty has left for the summer recess.

Odyssey of the Mind (OM) - Estimated thirty-five (35) hours (or more if the coach so chooses) that the coach would work directly with the students, including participation in the regional competition. Should a team participate in the State competition, the coach would be paid an additional (\$370 in 03-04, \$376 in 04-05, and \$382 in 05-06) for the additional meetings and involvement in the competition itself.

Mock Trial - Estimated thirty two (32) hours (or more if the coach so chooses), includes a Saturday competition.

\* Each starred (\*) club advisor/coach will keep a log of meetings, a roster and attendance and a brief record of the activities for submission with the claim of payment. Payment will be made upon completion of the activity as in the case of other clubs.

## INDEX

	ARTICLE	PAGE
AGENCY SHOP	II	1
AIS	VII (D3)	20
AM SUPERVISION	VII (D9)	21
ANNUITIES	IV (H)	8
ASSIGNMENT NOTIFICATION	VII (D1)	20
BEREAVEMENT LEAVE	V (C)	11
BOARD POLICY, LAW	X	30
BUILDING MEETINGS	III (2)	1
BUS DUTY	VII (D5)	19
CALENDAR	VII (C)	19
CHAPERONING	VII (D9)	21
CHILDCARE LEAVE	V (F)	13
COMPENSATION/NON-ELECTION HEALTH PLAN	VI (A3)	15
CONFERENCES & WORKSHOPS	V (G)	13
CONSOLIDATION	VII (E)	21
COPIES OF AGREEMENT	VIII (B)	24
CREDIT HOURS	IV (B)	2
CTA BENEFIT FUND	VI (A2)	14
DAILY SCHEDULE	VII (B)	18
DIFFERENTIALS	IV (B)	2
DISTANCE LEARNING	VIII (F)	24
DURATION	XI	30
EMERGENCY LEAVE	V (E)	12
EMERGENCY TEACHER-SUBSTITUTING	VII (D4)	20
EVALUATIONS & OBSERVATIONS	VI (C&D)	16
EVENING ACTIVITIES	VIII (A)	23
EXTRACURRICULAR COMPENSATION	IV (F)	7

EXTRA TEACHER COMPENSATION	VII (D6)	21
FACULTY MEETINGS	VII (G)	22
FAIR PRACTICES	III	1
FIELD TRIPS	VII (J)	23
GENERAL CONDITIONS	VIII	23
GRADUATION EXERCISES	VII (I)	22
GRIEVANCE PROCEDURE	IX	25
TIME LIMITS	IX (C)	26
PROCEDURE	IX (D)	26
HEALTH INSURANCE	VI (A1)	14
IN-SERVICE CREDIT	IV (E)	7
ILLNESS IN FAMILY	V (B)	11
LEAVE OF ABSENCE	V	9
NYSUT BENEFIT TRUST	IV (I)	9
PARAPROFESSIONALS	VII (F)	22
PAY PROCEDURES	IV (G)	8
PERSONAL LEAVE	V (D)	12
RECOGNITION	I	1
REDUCTION IN FORCE	VIII (C)	24
RETIREMENT	IV (D)	4
RETIREMENT HEALTH BENEFITS	V (A6)	9
RETIREMENT INCENTIVE	IV (D4)	6
SALARIES	IV	2
SERVICE INCREMENT (LONGEVITY)	IV (C)	3
SICK LEAVE	V (A)	9
SICK LEAVE BANK	V (A7)	10
SIXTH CLASS	VII (D3)	20
STAFFING & TEACHING CONDITIONS	VII	18
STANDARDIZED TESTS	VII (H)	22



STUDENT TEACHERS	VIII (D)	24
SUBSTITUTE TEACHERS	VII (K)	23
TEACHING ASSIGNMENTS	VII (D)	20
TEACHER PROTECTION	VI (E)	17
TENURE	VI (B)	16
TENURE REPORT	VIII (C3)	24
TRAVEL BETWEEN BUILDINGS	VIII (E)	24
VACANCIES	VII (A)	18

C:\WPdocs\CTA\CTA, INDEX, 7-03-6-06.doc