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

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

Local:

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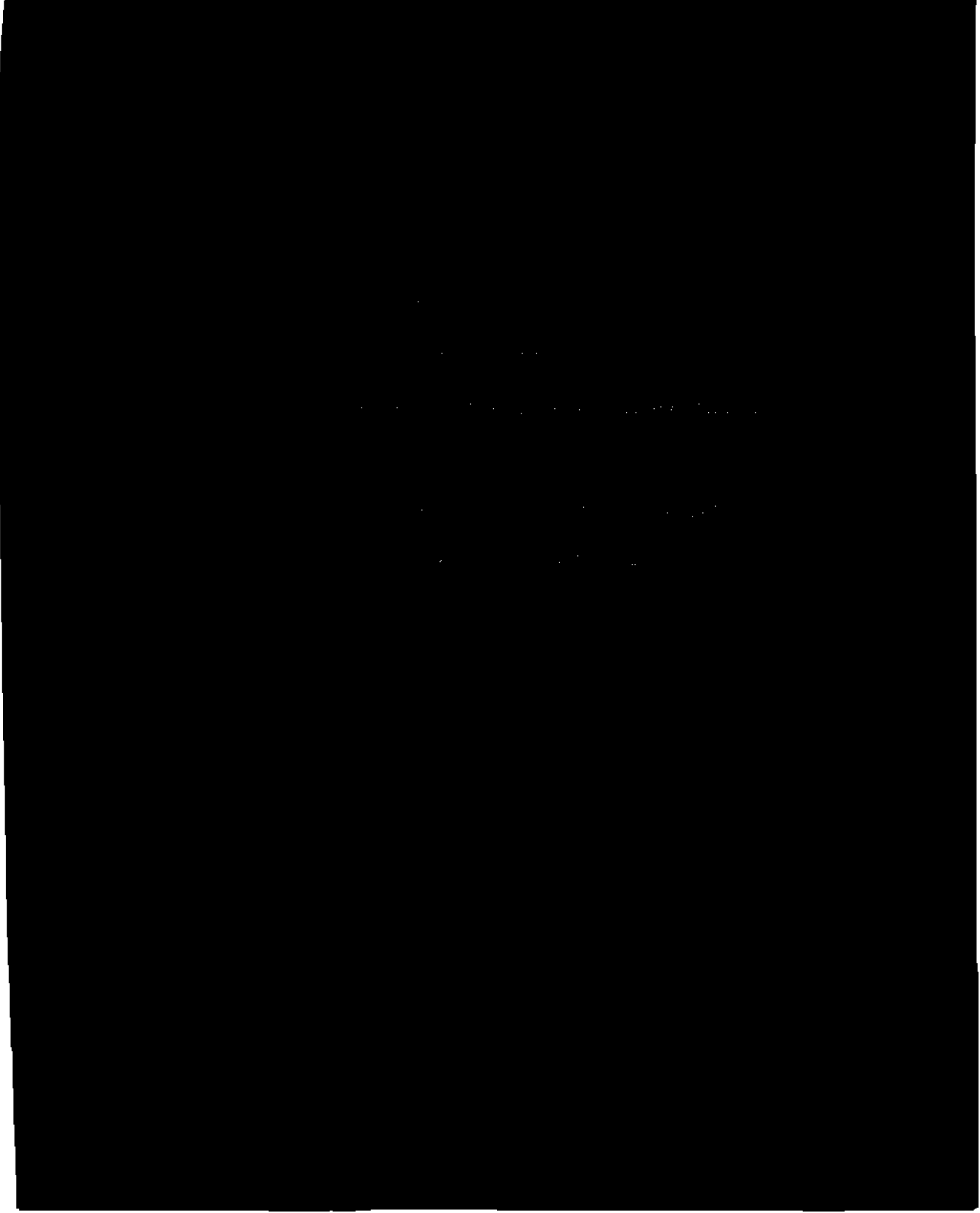
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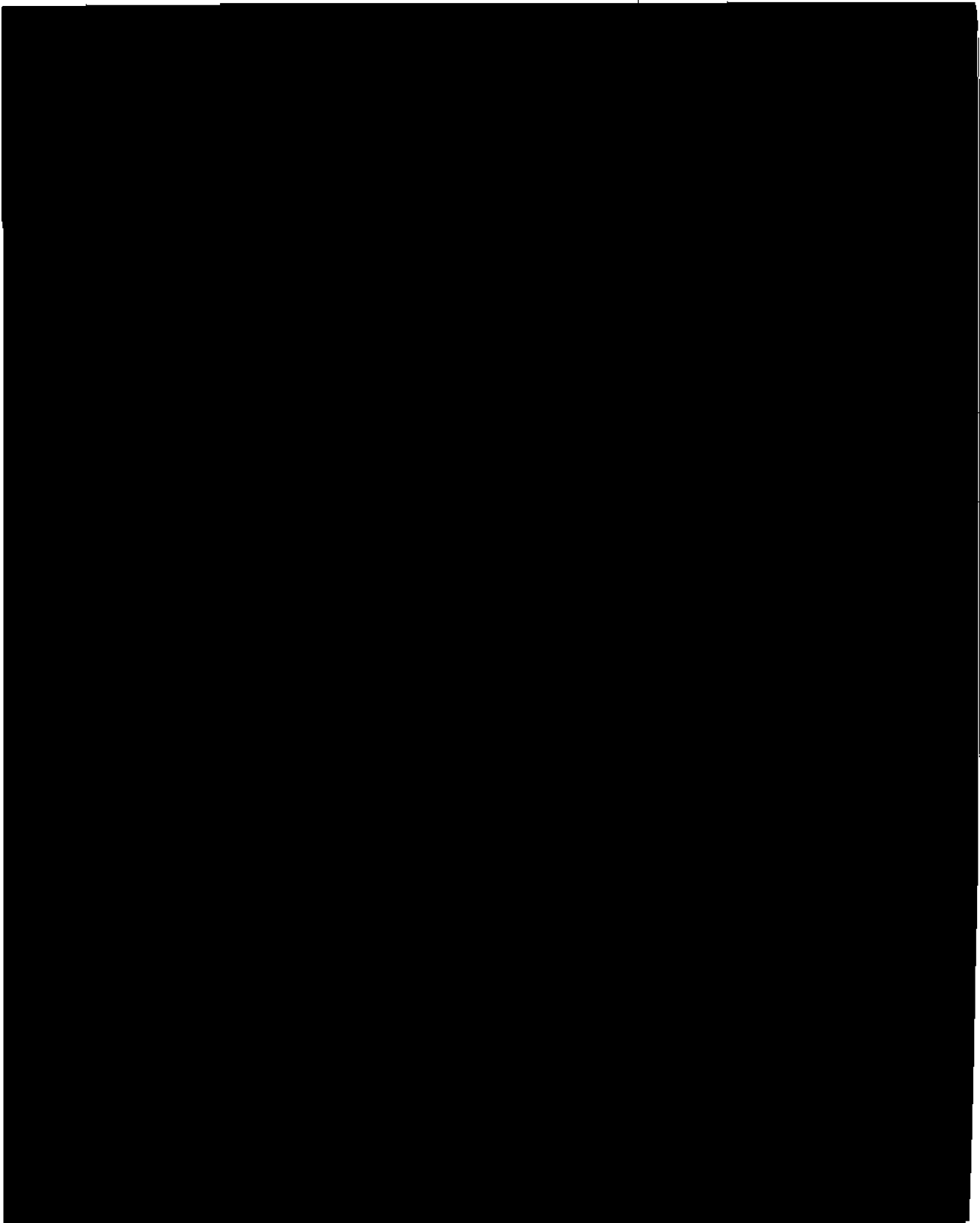
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**NEGOTIATED AGREEMENT  
BETWEEN  
HEWLETT-WOODMERE UNION FREE SCHOOL DISTRICT  
AND THE  
HEWLETT-WOODMERE ADMINISTRATIVE AND SUPERVISORY  
ASSOCIATION**

**PREAMBLE**

The Hewlett-Woodmere Union Free School District (hereinafter referred to as the "District") and the Hewlett-Woodmere Administrative and Supervisory Association (hereinafter referred to as the "Association") recognize that the education and welfare of the children of this School District are paramount in the operation of the schools. In order to promote such purposes, the parties do hereby agree as follows:

**ARTICLE I — RECOGNITION**

1.1 The District recognizes the Association as exclusive representative, for the purposes of negotiation, of all members of the Administrative and Supervisory unit as defined immediately below.

Administrative and Supervisory Unit: This unit includes Principals and Directors, Administrative Assistants, Special Assistants, Assistant Principals, Supervisors, Psychologists, Guidance Counselors, Department Chairpersons, District Chairperson of Special Education, Grade Level Supervisors, Deans, Assistant Directors, Social Workers, Summer School High School Principal and all other personnel with administrative and supervisory duties as a major portion of their assigned duties but excluding the Superintendent, Assistant Superintendents any positions on the Assistant Superintendent's level in the central office, Executive Director of Special Education, Director of Curriculum and Assessment, Executive Director of Facilities and Operations, Business Administrator, Director of Technology, and all other district employees.

1.2 This recognition is granted in acknowledgment of receipt of evidence, as stipulated in the Public Employees' Fair Employment Act, that the Association is the authorized representative of over 50% of the personnel identified above. It records the affirmation of the Association that it will abide by Section 210 of the Public Employees' Fair Employment Act and the laws of the State of New York in general.

1.3 The District shall notify the Association of the addition, deletion, or modification of existing positions within the unit proposed by the Superintendent of Schools or the Board of Education or the addition of any stipend to the salary of a unit member.

**ARTICLE II — PRINCIPLES**

2.1 Attaining Objectives: Attaining of objectives of the educational program of the District requires mutual understanding and cooperation between The District and the Association. Free and open exchange of views is desirable and necessary.

2.2 Responsibility: Administrative and Supervisory personnel are responsible for maintaining high standards of competence. The Association shares with the Board and the Superintendent of Schools responsibility for an awareness of the total educational needs of the community and it shares with other school employee associations the responsibility to assist in developing and implementing policies and programs designed to improve school operation. Continued success of the educational program in the community depends upon staff effectiveness, which in turn depends upon satisfactory terms and conditions of employment.

2.3 Role of the Superintendent: The Board of Education and the Association recognize the Superintendent of Schools as the Board's Executive Officer and the Chief Administrator of the District and a focal point of responsibility within the School System. They recognize that the Superintendent exercises professional leadership, and that this involves the encouragement and participation of Administrators and Teachers alike to engage in the development of forward looking proposals for study and adoption by the Board and the Administration in matters of professional and educational growth and welfare.

### **ARTICLE III -- FAIR PRACTICE**

3.1 Individual Freedom: Individual staff members may join or refrain from joining any employee organization of their own choosing. Membership shall not be a prerequisite for employment or continuation of employment of any employee.

3.2 Rights of Minorities and Individuals: The legal rights of individuals inherent in New York State Law and in the rulings and regulations of the Commissioner of Education affecting personnel are in no way abridged by this agreement.

3.3 The Association agrees to maintain its eligibility to represent all administrators and supervisors as defined in Article I by continuing to represent equally all eligible employees without regard to membership or participation in, or association with the activities of any employee organization.

3.4 The District agrees to continue its practice of not discriminating against any administrative or supervisory employee on the basis of participation in, or association with the activities of any employee organization.

### **ARTICLE IV -- DUES DEDUCTION, AGENCY FEE AND CREDIT UNION DEDUCTION**

#### **A. Dues Deduction:**

The District agrees to continue the bi-monthly deduction of a uniform amount from the salaries of members of the Association for dues for the Hewlett-Woodmere Administrative and Supervisory Association, as said members individually and voluntarily authorize the district to deduct, and to transmit said monies promptly to the Treasurer of the Association.

B. Agency Fee:

Every member of the bargaining unit who is not a member of the Hewlett-Woodmere Administrative and Supervisory Association shall, within 30 days after the initial date of employment or within 30 days after this section becomes effective, whichever is later, pay to the Association an agency fee. Such fee shall be equal to 100% of the membership dues of the Association. Such fee may be paid through the dues check-off, provided however, that the form of such payment shall be entitled the "Agency Fee Check-Off"

Indemnity - The Association agrees to save and hold harmless the District from all loss, expenses, damages, costs and attorneys fees that may accrue as a result of the aforesaid contract by reason of any actions or suits brought against the District by any employee in this unit of representation aggrieved by the implementation of the aforesaid agency shop provision of the aforesaid contract.

Participation in Legal Action - The Association will participate in all legal actions or proceedings brought which relate to the aforesaid agency shop clause to the fullest extent possible. Representation of the Association by attorneys of its choosing and/or direct participation by said Association will be deemed as fulfilling the conditions of this paragraph.

C. CREDIT UNION DEDUCTION:

Employees may authorize a deduction from salary and transmission to the Nassau Educators Federal Credit Union, during the school year provided they have first processed the paperwork through the Credit Union. Upon receipt of the necessary paperwork from the Credit Union, the deduction, which must be in the whole dollar amount, will be deducted from the next payroll. Each per check deduction will be for the full dollar amount. Only two deduction changes per school year will be allowed.

ARTICLE V — JOB SECURITY

5.1 Full time professional personnel represented by the Association shall not be deprived of their employment during the term of this agreement except as provided by law, and subject to the provisions of this article.

5.2 The parties acknowledge, however, that the Board of Education's right to abolish positions or discontinue programs as established by law shall not be impaired by this agreement.

5.3 With respect to district employees who are members of the unit, regular duties and responsibilities which are performed by them as of June 30, 1985 shall not be reassigned out of the unit so as to discontinue the employment of any unit member. Additional special responsibilities that may be assigned to an individual unit member may be reassigned.

5.4 Any full time professional administrator or supervisor whose position is discontinued shall be offered the opportunity for continued employment if a vacant position is available for which he or she is certified, and in the judgment of the District, qualified.



## ARTICLE VI – NEGOTIATION PROCEDURES

6.1 Areas for Negotiation: Representatives of the District and the Association shall meet to reach mutually satisfactory agreements on terms and conditions of employment, pursuant to the Public Employees' Fair Employment Act.

6.2 Representation: The Superintendent and the Association shall each designate representatives to comprise their respective negotiation teams. These teams will meet for the purpose of discussing and reaching mutually satisfactory agreements.

6.3 Representation Authority: The Association and the Superintendent agree that no final agreement shall be executed without ratification by the Association membership and the Board of Education, but that the parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and reach tentative agreement in the course of negotiations. Once such tentative agreement has been reached it will be signed by both teams and recommended by them to their constituencies for ratification.

6.4 Requests and Meetings: Upon written request of either party, a meeting at a mutually agreed upon place and a mutually established date shall take place on or about December 1. Proposals for negotiation from the Association and the District shall be submitted in writing at this first meeting. Proposals and counter proposals shall be submitted in writing no later than the second meeting which shall take place within thirty working days of the first meeting. At the third meeting the teams will identify and exchange their complete packages for negotiation and agree at that third meeting not to add new proposals unless by mutual consent. The second meeting and all subsequent meetings shall be called at times and places mutually agreed upon by parties and at a time other than regular school hours.

6.5 Conducting Negotiations: Both parties agree to conduct such negotiations in good faith, to deal openly and fairly with each other on all matters and to continue regular meetings until tentative agreement has been reached.

6.6 Information: Both parties shall furnish to each other, upon reasonable request, data and information in their possession which are pertinent to the proposals under consideration. The District also agrees to make available to the Association, the printed proposed budget to be distributed at the budget hearing, as soon as it is printed, monthly treasurer's reports, and the annual report of attendance, census, and enrollment.

6.7 Consultants: The parties may call upon consultants to assist in preparing for negotiation, and to advise them during negotiation sessions. The expense of such consultants shall be borne by the party requesting them. Notice of the intention to include such consultants at a meeting should be given to all parties concerned in advance.

6.8 Study and Research: Joint committees may be formed by mutual consent. The cost of joint committees shall be shared equally by the parties involved.

6.9 Grievances: Grievances shall not interrupt or delay the process of negotiation.

6.10 Agreements: Negotiated agreements shall be submitted to the Board of Education and to the Association membership in final written form for ratification, then signed by both parties and distributed to each member of the unit covered by the agreement, the cost of the distribution to be shared equally by the two parties.

6.11 Resolving Differences: In case of disagreement about the meaning of application of this article of the agreement, or in the event an agreement is not reached by negotiation after full consideration of proposals and counterproposals, either party may request the State Public Employment Relations Board to assist the parties to reach agreement in accordance with Section 209 of the Public Employees' Fair Employment Act.

#### **ARTICLE VII — RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION**

The Board of Education is responsible for the operation and control of the school system as set forth in Section 1709 of the Education Law and in the Regulations of the Commissioner of Education of the State of New York. This includes, but is not limited to, the right to control educational affairs, hire personnel, and establish budgetary, taxing and other policies.

#### **ARTICLE VIII — ASSOCIATION RIGHTS**

The following rights and privileges are granted to the Hewlett-Woodmere Administrative and Supervisory Association provided the manner of use is reasonable and conforms to administrative rules that may be set forth by those in charge of facilities or services concerned.

8.1 Principals' mail boxes, interschool mail service, electronic communication and bulletin board space may be used for official communications of the Association provided prior notification is given to the principal involved.

8.2 School facilities may be used by the Association for appropriate meetings. Rules set forth in Policy and Regulations No. 1331, "Use of School Buildings and Grounds for Non-School Purposes", will be followed.

8.3 Four copies of the agenda for each regular Board of Education meeting will be transmitted to the Association no later than the morning of the day prior to such meeting or as soon prior to such meeting as the same is available.

8.4 Minutes received and approved by the Board of Education will be transmitted to the Association upon request.

8.5 Members shall be accessible to be contacted for Association business during their free unassigned time and at other times in emergencies. Association representatives visiting other buildings for such purposes will first report to the office of the principal for permission.

8.6 When it is necessary for the President of the Association or his or her designee to engage in Association activities directly relating to the Association's duties which cannot be performed other than during school hours, upon the approval of the Superintendent or her or his designated representative upon reasonable notice, they shall be given such time as it is necessary to perform any such activities.

#### **ARTICLE IX — RIGHTS AND RESPONSIBILITIES OF ADMINISTRATORS AND SUPERVISORS**

The Association resolves to work cooperatively with Central Administration and the Board in all areas of educational planning and management and to assist with any necessary modifications and changes in policy including implementation in the following areas:

9.1 The Association accepts in principle the idea of rewarding outstanding professional performance and/or additional responsibility with additional salary and additional status recognition.

9.2 The Association agrees to join with the District in efforts to increase the level of efficiency with which equipment, materials, facilities and personnel are used. It encourages the continued cooperation of its members in these efforts.

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

9.4 It is the responsibility of the appropriate administrators and supervisors to conduct meaningful and beneficial meetings during the school year and to plan and organize constructive ways in which the faculty can meet its after school obligations with pupils, parents and colleagues.

9.5 Each Supervisor and Administrator shall have the right to inspect his or her individual personnel folder in the presence of the Superintendent or the Superintendent's representative upon advance notice. No evaluative material will be placed in the personnel folder unless the individual involved has had the opportunity to review the material and initial it (initialing will in no way be considered approval or agreement). The Supervisor/Administrator shall have the right to submit a written answer to such material within thirty (30) school days. The written response will be reviewed by the Superintendent or Superintendent's representative and attached to the material involved.

9.6 Verbal criticism of unit members shall be made in private.

9.7 In the event that a written communication is received which is critical of a member of the unit, the unit member shall be given a copy of such communication as soon as possible.

9.8 All monitoring and/or observation of the work performance for evaluation of a unit member shall be conducted in a manner consistent with agreed-upon evaluation procedures.

9.9 When a unit member has been asked to meet with an administrator or supervisor and such administrator or supervisor has reason to believe the meeting may lead to discipline, the member shall have the right to be accompanied by a union representative. "Discipline" for the purpose of this section means action that may lead to reprimand, fine, suspension or dismissal."

9.10 The parties have incorporated by reference into this Agreement, their agreement upon procedures contained in the Annual Professional Performance Review Plan, dated May 31, 2007. An Annual Professional Performance Review for all unit members not covered by that plan will be mutually developed and implemented.

#### **ARTICLE X -- PROMOTIONS, VACANCIES AND TRANSFERS**

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

10.2 In filling regular full-time positions within the unit favorable consideration will be given to qualified applicants from within the unit, provided that the Superintendent's recommendation for appointment and the Board of Education action thereon shall be solely within their respective discretion and not subject to review by grievance.

10.3 Upon request, the District will advise the Association of those candidates who are interviewed by the District for positions in the unit and of persons appointed to positions within the unit. Salary and other working conditions shall conform to the terms of this agreement.

10.4 Persons who receive an acting appointment from the Board of Education to a position within the unit shall be compensated as provided for in this agreement for the position involved.

#### **ARTICLE XI -- GRIEVANCE AND BINDING ARBITRATION PROCEDURE**

Nothing herein contained shall be construed as limiting the right of any individual to discuss informally any matter relating to terms and conditions of employment with any appropriate person, provided no action is taken inconsistent with the terms of this agreement.

It is the intent of the parties that all disputes be resolved informally at the earliest possible time. However, both parties recognize that a formal grievance and arbitration procedure must be available for use without fear of discrimination. Therefore, no reprisals of any kind will be taken by either party against an employee by reason of his or her participation in the administration of a grievance.

- A. The Association or an individual unit member, upon written notice, may submit a grievance for resolution in accordance with the procedure set forth herein-below. No grievance will be entertained and such grievance will be deemed waived unless it is submitted within forty-five (45) school days following the occurrence giving rise to the grievance or forty-five (45) school days after a unit member affected by such occurrence knew or should have known of the occurrence upon which the grievance is based. In the latter case, the burden shall be on the grievant to prove why the occurrence giving rise to the grievance was not known or could not have been known by a unit member affected within forty-five (45) school days of the occurrence giving rise to the grievance. For the purpose of this agreement, a grievance shall be defined as, and limited to a specific complaint concerning the meaning, interpretation or application of a specific provision or provisions of this agreement. All grievances shall be in writing, shall include a concise statement of the nature of the complaint, and the position of the grieving party with respect thereto. Such grievances shall be resolved as follows:

Step 1: The grievance shall be presented to the Assistant Superintendent of Human Resources and Student Services. Such Assistant Superintendent of Human Resources and Student Services or her or his designee, shall then meet and confer with the designated Association representative, the unit member or members involved, and or such unit member or member's representative, within ten school days of the presentation of the grievance to the District. The District Human Resources Officer or his or her designee shall send his/her written determination to the Association within ten (10) school days following such meeting, and in the event the grievance is not resolved, it may be submitted in writing by the Association to the Superintendent of Schools within twenty (20) school days after the step 1 meeting.

Step 2: The Superintendent of Schools or her or his designated representative shall meet and confer with the President of the Association or his or her designated representative. The Superintendent of Schools or her or his designated representative shall send his or her written determination to the Association within twenty (20) school days following such meeting, and in the event the grievance is not resolved it may be submitted in writing by the Association to arbitration within thirty (30) school days after the step 2 meeting.

Step 3: An impartial arbitrator shall be selected in accordance with paragraph E hereof. The arbitrator so selected shall hear the matter as promptly as possible and issue her or his award as expeditiously as possible after the close of the hearing, or if oral hearings have been waived, after final submission of written proofs. The arbitrator's award will be in writing and will set forth his or her findings, reasoning and decision on the issues submitted. Such award shall be final and binding upon the parties, except that either party may institute appropriate legal proceedings to set aside the decision and award of the arbitrator on the grounds of illegality or on any other ground or grounds permitted by law. The cost and expense of the arbitration shall be divided equally between the District and the Association.

- B. The use of the grievance procedure shall be a sole and exclusive remedy, and if the grievance procedure is utilized such use shall constitute an election of remedies.

- C. Where practical and appropriate the arbitrator shall apply the rules of evidence. Either party may retain a certified court stenographer to record the arbitration hearing. The cost of such stenographer shall be borne solely by the party requesting such service. If a party orders the transcript such party shall be solely responsible for the cost of the copy of the transcript. If both parties order copies of the transcript, the parties shall divide equally the cost and expense of the copies of the transcript.
- D. It is understood and agreed that the arbitrator shall not have the authority to add to, modify or change any of the express provisions of the agreement, or make any decision or award which would be contrary to law or which limits or interferes with the powers, duties and responsibilities of the Board of Education under applicable laws or rules and regulations having the effect of law, unless such powers, duties and responsibilities are limited under this agreement.
- E. Arbitrators will be selected on a rotating basis from the following persons:
  - (1) Maya Goldschmidt, (2) Bonnie Weinstock, and (3) Rosemary Townley

**ARTICLE XII — SALARIES**

A. Salaries for the following positions shall be paid in accordance with Appendix 'A':

- 1) High School Principal
- 2) Middle School Principal
- 3) Elementary School Principal
- 4) High School Assistant Principal
- 5) Middle School Assistant Principal
- 6) Elementary School Assistant Principal
- 7) Director of Health, Physical Education and Athletics ("AD")
- 8) District Director of Music
- 9) Director of Mathematics
- 10) District Chairperson of Special Education

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

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

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

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

- C. Effective July 1, 2005, a stipend of \$1,200 in addition to the Chairperson's stipend shall be paid to the District Art Chairperson for the period July 1, 2005 through June 30, 2006, provided that Chairperson continues to perform District-wide responsibilities as assigned by the District. Effective July 1, 2006 and annually thereafter June 30, 2009 the stipend shall be adjusted by COLA.
- D. Guidance Counselors will receive teachers' salary plus a \$6,100 stipend to cover the 2005-2006 work year. A rate of 1/2.0<sup>th</sup> for each day will be paid for summer work. Effective July 1, 2006 and annually thereafter June 30, 2009 the stipend shall be adjusted by COLA.
- E. Psychologists will receive teachers' salary plus a \$7,100 stipend to cover the 2005-2006 work year. Effective July 1, 2006 and annually thereafter June 30, 2009 the stipend shall be adjusted by COLA.
- F. The Social Workers (10 months) shall be paid in accordance with Appendix "B".
- G. The salary for the Special Assistant for Community Relations shall be adjusted annually by COLA.
- H. The Coordinator of the Business Advisory Council shall be paid an annual stipend of \$2,000 for the 2005-2006 work year. Effective July 1, 2006 and annually thereafter June 30, 2009 the stipend shall be adjusted by COLA.
- I. The Summer School High School Principal shall be paid a salary of \$7,500.
- J. All retroactive payment of monies under the terms of this contract due to unit members for the period commencing July 1, 2005 through the date this Agreement is executed will be paid to them in a lump sum not later than 45 days after the execution of this Agreement.
- K. An annual payment for the two Advanced Placement Testing Coordinators shall be adjusted annually by the COLA. An annual payment for the 2005-2006 work year will be provided for the High School Administrator who coordinates the PSAT, ACT and SAT Testing Programs in the amount of \$3,500, to be thereafter adjusted by COLA.
- L. Placement: Placement on the steps of the schedule will continue in accordance with current arrangements and procedure. Initial placement for future appointments will continue to be determined by mutual agreement between the Superintendent and the individual involved.
- M. Longevity: A one time longevity payment of \$1,500 will be paid as of last paycheck in June to persons who have completed 25 years of service in the District. Principals, Directors and Assistant Principals shall not be eligible for this payment.  
  
Principals, Assistant Principals and Directors who have served at least one year on column six or the prior 4b, and have a combined eight (8) or more years of service in any of these three classifications or with contiguous prior service as a dean in this unit shall receive a longevity stipend in each year of the agreement. The initial longevity amount for each qualifying unit member shall be: \$2,500 for assistant principals and \$3,500 for principals and directors. Once an individual's longevity payments begin, the amount of the longevity payment shall be increased by COLA in each succeeding year of the agreement.
- N. Sunset clause: It is the intention of the parties that this Article XII shall provide for the salaries of the unit members for the four (4) school years covered by this Agreement (2005-06; 2006-07; 2007-08 and 2008-09). If the contract expires before a successor agreement is reached, members will be paid the same contract salary (plus stipend, where applicable), as they were paid in 2008-09. The only adjustments will be step movements on the 2008-09 salary schedules, if applicable.

## ARTICLE XIII — FRINGE BENEFITS

13.1 Health Insurance: All unit members covered by this agreement may elect to be covered by one of the two group health insurance plans offered on an individual or family basis under the State Program. The District shall pay eighty-five percent (85%) of the cost of all premiums under the Empire plan option and the member shall pay fifteen (15%) percent of the cost of all premiums. The District shall pay the same percentage toward the premium of members selecting the HTP option, with the additional cost of such option to be paid by the unit member. Prior to implementation of a change in the health plan, the unit shall be afforded an opportunity to review such plan for equivalency of benefits and procedures.

### Health Insurance Waiver:

13.2 Unit members shall have the option to withdraw from participation in the health insurance plan and receive a payment if they meet the notification timelines. Unit members shall receive a payment (as additional, not base, salary) of \$2,000 for each year such option is exercised, respecting individual coverage or \$4,000 for family coverage. Eligibility for such payment based on the premium for family coverage shall be limited to those persons in the unit who are currently enrolled in family coverage as of July 1, 2005, and those who have been or will be enrolled in the District's family coverage for a minimum of two consecutive years. Those eligible unit members who, as of July 1, 2005, previously waived family coverage shall be eligible for the \$4,000 payment. Those eligible unit members, who have been enrolled in a family plan for at least two consecutive years and elect to enroll in an individual plan for the twelve month school year, will receive a \$2,000 lump sum payment, which shall be paid on the last pay date of the school year. Such payment shall be consistent with current district practices with respect to waiver and the return of waiver proceeds upon reinstatement during any time for which a waiver has been accepted.

In subsequent years, unit members selecting this option must notify the District in writing by no later than June 1<sup>st</sup> for the school year beginning July 1<sup>st</sup>. Payments shall be made semi-annually (fifty percent in January and fifty percent in June) for the school year for which this option is exercised. Unit members who opt out of the health insurance coverage under this section shall not be permitted to re-enter the health insurance program for the balance of the school year, except in their final year of service or in cases of emergency, such as death of spouse, divorce, or other loss of health coverage; in such cases, re-entry into the program shall be in accordance with the rules of the health program.

Newly hired unit members appointed by July 1<sup>st</sup> of each year shall have 30 days from their date of hire to waive health insurance benefits for the next school year.

In addition, unit members who are in their retirement year and retire as of June 30<sup>th</sup> of that school year, may elect to waive the first half of their health insurance coverage upon consultation with the benefits' coordinator and notice by June 1<sup>st</sup> of the prior school year.

13.3 Dental Insurance: The District during 2005-06 shall continue the plan provided that the District per capita premium contributions shall not exceed 10% above the actual per capita premium cost for such insurance for 2004-05. The District during 2006-07 shall continue the plan provided that the District per capita premium contribution shall not exceed 10% above the actual per capita premium cost for such insurance for 2005-06. The District during 2007-08 shall continue the plan provided that the District per capita premium contribution shall not exceed 10% above the actual per capita premium cost for such insurance for 2006-07. The District during 2008-2009 shall continue the plan provided that the District per capita premium contribution shall not exceed 10% above the actual per capita premium cost for such insurance for 2007-08.

13.4 Dental Self-Insurance: It is agreed that the school district may provide dental coverage to unit members through the means of self-insurance, provided that the coverage is substantially the same as that provided immediately prior to such self-insurance.



13.5 Life Insurance: Members of the unit shall be provided with a fully paid \$125,000 group life insurance plan for the first year of the agreement. Effective July 1, 2007, the coverage shall be increased to \$150,000.

13.5.1 Vision Care: Unit members may choose 1) individual coverage, 2) single coverage plus an additional person, or 3) family coverage. The District shall monthly contribute \$3.85, \$9.20 or \$11.15 toward these coverages respectively. The employee contribution shall be deducted from the first paycheck in December and the last paycheck in June."

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

13.7 Part-Time Administrators and Supervisors: Part-time Administrators and Supervisors shall be paid that fraction of their appropriate salary which equals the fraction of their instructional assignment as compared with full time administrators and supervisors in areas of similar responsibility

Part-time Administrators and Supervisors will accrue time in tenths and move in half-step at the beginning of each year in which first eligible. They will continue to accrue the balance, if any.

Part-time Administrators and Supervisors hired after June 30, 1994 will make contributions for Health, Dental, and Life Insurance prorated to reflect their part-time assignment. The District premium contributions for all other Administrators and Supervisors shall be in full, as provided in this contract.

Part-time Administrators and Supervisors who have served the equivalent of three (3) or more consecutive full-time years in the unit should, in the event that the district elects to terminate their employment, receive 120 calendar days notice; except that in the event of the administrators/supervisors' serious misconduct or an emergency, (either of which must be determined by the Superintendent of Schools) immediate termination may occur.

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

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

For Social Worker, School Psychologists, Department Chairs and Guidance Counselors: the employee shall submit a letter of resignation to the Assistant Superintendent for Human Resources & Student Services not later than the close of the first business day in February of the employee's final year of service.

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

13.9 Sabbatical Leave:

1. One (1) sabbatical leave may be granted to a member of the Administrative and Supervisory Unit each year.

2. An advisory committee composed of one administrator or supervisor for each school, elected by each school administrative and supervisory staff and four persons appointed by the Superintendent will be formed for the purpose of advising the Superintendent in determining priority of selection, salary adjustments and solutions to special problems.
3. Sabbatical leaves shall be compensated at the following rates.
  - (a) Formal and/or Independent Study - (either full or half year) - 75% of regularly scheduled salary.
  - (b) Rest, Travel, Improvement of Health - (either full or half year) - 50% of regularly scheduled salary.
4. An Administrator or Supervisor granted sabbatical leave shall return to service for a period of one (1) full school year following the leave.

13.10 Absence Report Form: Unit members will be required to submit the district's standard absence report form in accordance with regular procedure. In the event a unit member requires permission for an absence related to an extremely sensitive and confidential personal matter, the unit member need not write the reason on the standard absence report form. In such cases, the unit member should discuss the request with the Assistant Superintendent of Human Resources and Student Services. If permission is granted, the absence report form will be approved with the notation: "Extenuating Circumstances."

13.11 Leaves of Absence: Beginning July 1, 2005, newly hired unit members shall be credited with sick leave at the commencement of employment at the rate of ten (10) days per year, cumulative until the earlier of the following a) the member receives tenure, or b) the member completes three (3) years of full time employment or three (3) years of full-time-equivalent employment. Thereafter, the member's absences shall be in accordance with the provisions of Regulation 4151.(Revised.)

13.11.1 Unit members shall utilize Absence Report form and procedures annexed hereto as Appendix "C".

13.11.2 "Immediate Family" as used in Appendix "C" (Absence Report) shall include the unit member's spouse, children, parents, grandparents, siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law and others identified by the unit member as member of his/her household.

13.12 E.A.P.: The District may choose to provide an Employee Assistance Program according to the terms of the letter signed by the parties, dated October 25, 2001.

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

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

1. Application Procedure:

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

2. Return to Service Following a Leave of Absence:

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

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

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

3. Elimination of Half Steps:

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

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

**ARTICLE XIV — DISTRICT POLICIES AND REGULATIONS**

Policies and regulations pertaining directly to terms and conditions of employment not replaced by this agreement, shall remain in full force and effect during the life of this agreement. If any policy or regulation is inconsistent with the terms of this agreement, this agreement shall control.

**ARTICLE XV — MAINTENANCE OF BENEFITS**

Any lawful benefits including practices related directly to terms and conditions of employment enjoyed heretofore by members of the unit and not included in this agreement shall not be diminished during the life of this agreement.

**ARTICLE XVI — ANTI-STRIKE PLEDGE**

The Association affirms that it does not have the right to strike. The Association and its agents shall not engage in a strike or cause, instigate, encourage or condone a strike as defined by Section 201 of the Public Employee's Fair Employment Act.

**ARTICLE XVII — ZIPPER CLAUSE**

This agreement represents the entire understanding of the parties and there are no promises or representations made or intended other than those set forth herein that can add to, change or modify any provision of this agreement. The parties hereto have had a full and complete opportunity to negotiate and present proposals and counterproposals. It is, accordingly, agreed that during the term of this agreement neither party shall be bound to negotiate any addition to, change or modification of this agreement.

**ARTICLE XVIII — SEPARABILITY**

In the event any provision of this agreement shall be at any time contrary to law, then that provision shall not be applicable or performed or enforced, but all other provisions of this agreement shall continue in effect.

**ARTICLE XIX — AGREEMENT BETWEEN PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATIONS**

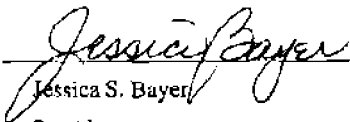
IN ACCORDANCE WITH THE REQUIREMENTS OF LAW IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE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

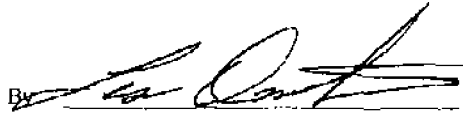
**ARTICLE XX — DURATION**

This agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2009. This agreement shall not be modified except in writing and signed by both parties.

Hewlett-Woodmere  
Administrative and Supervisory Association

Hewlett-Woodmere  
Union Free School District

By:   
Jessica S. Bayer  
President

By:   
Dr. Les M. Dmotani  
Superintendent

Salaries of unit members in the following positions shall be established as follows:

1) The unit member's initial salary placement on the following schedule of salary ranges for the positions indicated shall be determined at the discretion of the Assistant Superintendent of Human Resources and Student Services, in consultation with the Superintendent or the Superintendent's designee.

2) After the initial placement, the unit member shall move to the next column each July 1 through the 2008-2009 school year. (e.g. An elementary school principal initially placed in column 1 for 2004-2005 will move to column 2 in 2005-2006 and be paid \$115,662. In 2006-2007 the pay will be \$131,292 plus the adjustment for COLA as defined within Article XII.B. Movement from one column to the next shall be in accordance with Article 13.14.3 (Elimination of Half Steps).

Includes COLA of 4.20%  
2005-06

<u>Title</u>	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>	<u>Column 6</u>
H.S.Principal	122,956	139,628	141,712	155,269	160,047	164,536
M.S.Principal	114,620	131,292	136,044	138,763	142,926	147,214
E.S.Principal	109,410	115,662	131,292	135,460	139,524	143,710
HS – AP	98,990	115,662	118,788	122,643	126,323	130,112
MS – AP	95,864	102,116	107,847	113,224	116,621	120,120
ES – AP	90,654	102,116	106,284	109,410	112,692	116,074
DISTRICT						
AD	98,990	108,889	118,923	122,560	126,237	130,024
MUSIC	98,990	108,889	118,923	122,560	126,237	130,024
MATH	98,990	108,889	118,923	122,560	126,237	130,024
Dist CSE	98,990	108,889	118,923	122,580	126,237	130,024

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

APPENDIX "B"

SOCIAL WORKER - 10 MONTHS

	<u>04 - 05</u>	<u>05-06</u>	<u>06-07</u>	<u>07-08</u>	<u>08-09</u>
1	53,884	62,778	65,331	67,946	72,224
2	54,992	63,956	66,547	69,200	73,518
3	56,101	65,135	67,763	70,456	74,814
4	57,210	66,313	68,980	71,711	76,110
5	58,319	67,492	70,196	72,966	77,405
6	59,427	68,670	71,411	74,221	78,699 -
7	60,536	69,848	72,628	75,476	79,995
8	61,645	71,027	73,844	76,731	81,290
9	62,753	72,205	75,059	77,985	82,585
10	63,862	73,383	76,276	79,241	83,880
15		74,383	77,276	80,241	84,880

HEWLETT WOODMERE UNION FREE SCHOOL DISTRICT  
**HWASA ABSENCE REPORT**

NAME(print) \_\_\_\_\_  
DATE(S) OR PERIODS OF ABSENCE \_\_\_\_\_

SCHOOL \_\_\_\_\_

*DIRECTIONS: Use back of form for additional information. Check the appropriate reason for absence and submit this form to the building principal within 24 hours of receipt of this form. When reason for absence involves a matter of extreme confidentiality, please contact the Director of Human Resources.*

I.  Personal Illness (accrued at a rate of 10 days per year for non-tenured unit members.) Attach note from doctor for absences of 3 consecutive school days or more.

II.  Childbirth tenured  Childbirth non-tenured  Adoption  
Date of baby's birth/adoption \_\_\_\_\_ (Attach documentation)

III. Personal and Family Responsibilities (up to 5 days absence with pay for each incident)

Critical illness in the immediate family \_\_\_\_\_ (relationship)  
 Death in the immediate family \_\_\_\_\_ (relationship)

IV. Personal and Family Responsibilities (1 day or part of a day with pay will be allowed for each incidence. Advance approval, whenever possible, must be given)

- Take self \_\_\_\_\_ (state relationship) in immediate family for medical appointment or to or from hospital not possible except during school time
- Care for immediate family member \_\_\_\_\_ (state relationship) who is sick, where absence of next member for such purpose is required
- Attendance at funeral of \_\_\_\_\_ (state relationship)
- Birth of a grandchild
- Wedding ceremony for immediate family member
- Legal proceeding/court appearance
- Moving to new home
- Examination/interview for graduate program or degree
- Conference, official meeting, or registration at child's school
- Receive award or degrees
- Speech or presentation at professional meeting
- Attend awards ceremony for \_\_\_\_\_ in immediate family
- Other, state reason \_\_\_\_\_

V.  Emergency Situations or Extenuating Circumstances which prevent attendance (1 day or part of a day with pay will be allowed for each incidence). Explanation required. This category includes such things as childcare emergency, automotive theft, accident, non-functioning vehicle, failure of public transportation, emergency home repairs or fire in the home  
Explanation: \_\_\_\_\_

VI.  Jury Duty (attach summons or court documentation)

VII.  Unspecified Personal Day (maximum 2 per year will be allowed with pay, not to be used to extend a scheduled vacation. Advance notice, whenever possible, shall be given.)

*The Superintendent, for extenuating circumstances, may allow additional days of absence with or without pay.*

Unit Member's Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_



## HWASA ABSENCES

**Reporting Procedures:** Any person absent from school must notify the district according to the district's procedure for notification. Unit members who are assigned to more than one building must complete an absence report form for each building.

**Personal Illness:** A doctor's certificate is required for absences of five consecutive school days or more.

- A. For tenured unit members or unit members who have completed the equivalent of 3 years of full time employment, unlimited absence with pay will be allowed for personal illness. Absences extending beyond 3 months will be reviewed by the Superintendent and Board of Education and dealt with individually.
- B. For non-tenured unit members, (those unit members not included in section A. above), sick leave shall be credited at the commencement of employment at the rate of one day per month on a prorated basis to a maximum of 10 days per year. These days will accumulate until the conditions of section A. above are met.

### Childbirth

A tenured unit member who has given birth: Absence with pay will be allowed until mother is medically able to return to work, usually 6 weeks (8 weeks in the case of caesarean).

A non-tenured unit member who has given birth: Absence with pay will be allowed for the maximum number of accumulated sick days in bank, plus 5 additional days.

Father (tenured and non-tenured): Five days absence with pay is allowed for birth of a child.

**Adoption:** Five days absence with pay will be allowed for adoption of a child for both tenured and non-tenured unit members.

**Critical Illness or Death in the Immediate Family:** Five days absence with pay is allowed for each critical illness or death in the immediate family.

- A. Critical illness means illness which attending physician considers sufficiently serious to require the unit member's presence at the bedside.
- B. Immediate family includes the teacher's spouse, children, parents, grandparents, siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law and others identified by the unit member as members of his/her household.

**Personal and Family Responsibilities:** One day or part of a day with pay will be allowed for each incidence. Advance approval, whenever possible must be given.

**Emergency Situations or Extenuating Circumstances which prevent attendance:** One day or part of a day with pay will be granted for each incidence. This category includes childcare emergency, automotive theft, accident, or non-functioning vehicle, failure of public transportation, emergency home repairs or fire in the home.

Extenuating Circumstances may occur when more days are being requested than are generally allowable for the absence.

**Unspecified Personal Days** (maximum 2 per year will be allowed with pay), may include such reasons as driving examination for license, attending graduation, religious, or wedding ceremonies (other than immediate family), birth of a grandchild, or any other unspecified reason. Reasons need not be stated nor included on the absence form. Advance notice, whenever possible, shall be given.

*The Superintendent, for extenuating circumstances, may allow additional days of absence with or without pay.*

Revised Regulation 4131, revised February 2006