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# **N**EGOTIATIONS AGREEMENT

**By and Between**

**Hamburg Central School District**

**and**

**Hamburg Teachers' Association Local 2702**

**2009-2010**

**2010-2011**



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## **PREAMBLE**

In order to effectuate the provisions of the Public Employee Fair Employment Act of the State of New York between the Hamburg Central School District [herein referred to as the "Employer"] and the Hamburg Teachers' Association, Local #2702 [herein referred to as the "Employee"], this agreement is made and entered in the first day of September, 2009 by and between these parties.

## **ARTICLE I RECOGNITION**

The Hamburg Central School District recognizes the Hamburg Teachers' Association, Local #2702, as the exclusive representative of the regularly appointed certified employees, with the exception of the supervisory and administrative staff. Included in the bargaining unit is a non-certified (Civil Service Classified) title of occupational therapist.

## **DUES DEDUCTION**

The Employer agrees to permit individual teacher payroll deduction of membership fees and professional dues for the following organization - Hamburg Teachers' Association, Local #2702 (Unified Membership) - subject to the following conditions:

1. The Association recognizes the status of the employees as "public employees," and the provisions of the Taylor Law applicable thereto which prohibit strikes. The Association further recognizes that any public employee who engages in said acts is subject to the penalties provided under State Law. The Association shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Association shall exert its best effort to prevent and terminate same.
2. The Hamburg Teachers' Association, Local #2702, is responsible for a letter of transmittal to the Board each year no later than August 1.
3. New Association members shall retain the right to dues deduction.
4. Individual employees wishing to terminate dues deduction shall notify both the Treasurer of the Association and the payroll department in writing.
5. The Association assumes all responsibility for preparation, printing and processing of the payroll deduction authorization form.
6. Authorized deductions shall be in a maximum of 22 equal payments starting from the first pay period in September. A minimum of five dollars (\$5.00) per pay period shall be deducted.
7. Authorized deductions are remitted to the Association at the conclusion of each pay period.
8. The Employer agrees to deduct Agency Fee from the salary of bargaining unit members who chose not to join the Hamburg Teachers' Association (H.T.A.) and transmit these monies to the H.T.A. in the same manner as dues deduction specified above.

## **ARTICLE II ASSOCIATION RIGHTS AND PRIVILEGES**

### **Section I - Posting of Notices**

The Hamburg Teachers' Association shall have the right to post notices of its activities and matters of concern on bulletin boards designated for teacher use:

- A. At least one bulletin board for teacher use shall be provided in each public school building within the district.
- B. The building principal shall have the right to remove from the bulletin board anything he/she deems derogatory to the school system, but would so notify the Unit Chairperson of the H.T.A. Any material which endorses or opposes a candidate for public office may not be so posted.

#### **Section II - Use of District Mail Service and Mailboxes**

The Hamburg Teachers' Association shall be able to use the District mail service, teacher mailboxes, and e-mail for communications to teachers provided, however, that said use shall not interfere with the communication between the Board of Education and/or the administration and employees.

#### **Section III - District Policies, Bylaws and Administrative Regulations**

There shall be a complete and updated copy of District policies, bylaws and administrative regulations maintained in each school building in the District. Said copy shall be kept in a place readily accessible to any teacher.

#### **Section IV - Use of Buildings**

The Hamburg Teachers' Association and its members shall be permitted the reasonable use of school buildings for general meetings and for meetings between Association representatives and individual employees.

- A. When custodial services are required, the Association shall pay for same.
- B. No meetings shall be held during the employees' work day unless permission is granted by the building principal or his/her designate, which permission shall not be unreasonably withheld.
- C. All requests for the use of said buildings shall be submitted in writing to the building principal twenty-four (24) hours prior to the meeting, if possible.

#### **Section V - Association Business**

- A. During each year of this agreement, Hamburg Teachers' Association officers or their designees will be granted seven (7) days to conduct Association business.
- B. The Association President and Grievance Chairperson will be free at the end of the student school day to conduct Association business whenever necessary. The Association President and Grievance Chairperson will be permitted extra time during the school day when they can demonstrate that the duties to be performed cannot be reasonably performed outside of school hours. Such time may include use of planning period and relief from extra duties otherwise required of teachers but must not interfere with regular teaching duties. The Association President and Grievance Chairperson may request through the Associate Superintendent that his/her planning period be at the end of the students' day. The Association President may request through the Associate Superintendent that he/she be relieved from supervising assignments.

- C. In addition to the aforementioned leave time, the district will grant a total of thirty-five (35) days additional leave time provided, however, that the Association pays for the substitute required.
- D. An employee, upon his or her request, shall be entitled to representation by the Hamburg Teachers' Association during meetings with a superior for the purpose of discipline, dismissal, or written reprimand of the employee. This provision shall not apply to observation and evaluation conferences.
- E. The Association shall have the same privileges as a district resident regarding public access to the district records (Section 88 (2)) of the Freedom of Information Law. Copies requested will be furnished at the current rate in effect.

**Section VI - Payroll Deduction**

- A. The Employer agrees to permit, as a voluntary payroll deduction, the New York State United Teachers' Benefit Trust.

**ARTICLE III ABSENCES AND LEAVES**

**Section I - Child Care Leave**

- A. An Employee shall be entitled to a child care leave of absence without pay or benefits for a period extending through the balance of the school year in which the leave commences or through the balance of the school year in which the leave commences and the following school year. For purposes of this provision only, a school year is September 1 through June 30. An Employee shall notify the Associate Superintendent in writing sixty (60) days in advance and request an appointment to discuss his/her leave. An Employee desiring to be reinstated following the child care leave shall submit a letter of intent to the Associate Superintendent two (2) months prior to the date the leave expires.
- B. A child care leave may be terminated by mutual consent of the Employer and Employee in extenuating circumstances, such as miscarriage or non-survival of the child.
- C. If an Employee adopts a child, the employee may take a leave without pay or benefits (timing to be the same as above).

**Section II - Illness and Accidents**

- A. **Personal Illness:** Following appointment to the staff as a regular full-time Employee, sick leave at full salary shall be granted pursuant to the following schedule:
  1. Fifteen (15) full sick days per year which shall be cumulative to a total of two hundred ten (221) days.
  2. An Employee who is hired as a probationary teacher immediately following a long term substitute assignment will carry over any accrued sick days.



**B. Sick Leave Bank:** Full-time teachers, or part-time teachers who work fifty percent (50%) or more, will be eligible to participate in the sick leave bank if, on September 1 of the school year, they have:

1. Twenty (20) or more days of accumulated sick leave or less than twenty (20) days of accumulated leave but have three or more years of service in the district, and can establish that the failure to accumulate days was the result of a disabling injury or illness resulting in a continuous absence under the care of a physician.

2. An employee shall have only one opportunity during his/her service with the district to become a member of the sick leave bank. Employees hired after September 1, 1986 will be eligible to join within a sixty (60) day period from their date of eligibility.

The sick leave bank will be administered by the Associate Superintendent according to the following regulations:

a. Each participating Employee will contribute one (1) day of accumulated personal sick leave on an irrevocable basis unless the total number of days in the bank is five hundred (500) or more days, current members may remain in the bank without contributing a day and new members may join by contributing one (1) day of accumulated personal sick leave.

b. A participant must exhaust all personal sick leave days before using the sick leave bank.

c. An Employee suffering a disabling injury or illness may apply for additional sick leave. A disabling injury or illness is one which results in a continuous absence or the reoccurrence of a continuing condition under the care of a physician. A physician's statement as to the nature of the disability or illness and an estimate of the duration of the absence shall be submitted upon application for sick leave.

d. A participant of the sick leave bank may apply for up to thirty (30) days of leave. Should the disability or illness continue, a second application for up to an additional thirty (30) days may be submitted. In the event the disability or illness continues beyond the date of the second leave, one extension may be granted for up to fifteen (15) days.

3. The Employer reserves the right to require a medical certificate indicating the employee's fitness to resume work.

**C. Extended Illness:** An Employee whose personal illness extends beyond his unused sick time may be granted a leave of absence without pay for such time as is necessary for complete recovery, on an annual basis. Upon return from such leave, an employee will be assigned to a substantially equivalent position, if such position is available, and his status regarding tenure will remain unchanged.

- D. **Family Illness:** An employee shall have the right to use a maximum of twenty (20) days of his sick leave in any one (1) year in case of illness in his immediate family. (Immediate family is defined to include only: wife, husband, children, parents, sister or brother.) If the employee is the sole living relative of another person, ten (10) of the twenty (20) days may be used for that person's illness.
- E. **Accidents:**
1. Absence due to injury as a result of conditions during the proper performance of duty and verified by the school physician shall not be charged against the employee's sick leave. The Employer shall pay to such employee the difference between his salary and benefits received under the New York State Workers' Compensation Act. In no instance shall the Employer continue full salary beyond the expiration of ten (10) school months, during which he would be eligible to receive salary.
  2. An employee injured as a result of conditions during the performance of duty for any Employer other than the Hamburg Central School District shall not be eligible for benefits under this section.

### **Section III - Bereavement Leave**

- A. Bereavement leave will be granted for the first seven (7) calendar days following the death in the immediate family of a regular employee (Immediate family to include only: parents, sister, brother, wife, husband, child, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-mother, stepfather, stepchild, stepbrother, stepsister.)
- B. Two days of bereavement leave may be taken for the death of a grandparent-in-law. If an additional day is needed, it will be taken from the accumulated sick leave. These days may be used only between the time of death and the funeral.
- C. Three days may be taken from the employee's accumulated sick leave as a bereavement day for the death of an aunt, uncle, niece or nephew. These days may be used only between the time of death and the funeral.

### **Section IV - Leaves for Professional Purposes**

An employee shall receive his or her salary in full for days in attendance at educational conferences or workshops, providing that such attendance is approved in advance by the Employer.

### **Section V - Visiting Days**

Visiting days may be granted to employees by the Chief School Officer for intra-school, inter-school visitation, or other institutional visitations (i.e., businesses). Days may also be granted to enable an employee to participate in an activity judged beneficial to the school system by the Chief School Officer.

## **Section VI - Jury Duty**

Any employee serving on jury duty, with the exception of federal jury duty, will receive his or her regular salary during this period.

## **Section VII - Part-Day Absences**

It is understood by the Employer and the employee that there are valid, approvable circumstances that may cause the employee to be absent for a portion of the school day. A one-half day absence shall be defined as occurring either between 7:50 a.m. and 11:30 a.m. or between 11:30 a.m. and 3:20 p.m. A partial school day absence that starts after 7:50 a.m. and ends after 11:30 a.m. shall be charged as a full day of absence.

- A. Absences Covered by a Leave Policy
  - 1. Absences of one hour or less during the teacher workday with the prior approval of the principal or supervisor will not be charged against any accumulated leave time.
  - 2. Full time unit members may use accrued leave time for absences of ½ day or less and will be charged for ½ day of leave.
- B. Absences not Covered by any Leave Policy
  - 1. Any employee absent for any portion of the school day will be charged with a full day's absence and compensated only for services performed.

## **Section VIII - Special Leave**

- A. The Employer grants each full-time employee two (2) days of special leave, not cumulative, with pay. Any special leave days not used will be added to the employee's sick leave time the following year provided that the maximum sick leave time may not exceed two hundred twenty one (221) days.
- B. Special leave days may not be taken in connection with deduct days during the week prior and after the February and Easter recess, unless prior approval is granted by the Associate Superintendent and is for one of the reasons listed below, and such approval shall not be unreasonably withheld. It is understood that should such leave be requested for the one or two days immediately preceding or following a holiday or vacation or during September 1-15 or June 1-30, such leave must have the prior approval of the Associate Superintendent, and be for one of the following reasons, and such approval shall not be unreasonably withheld:
  - 1. **Funerals for Other Than Immediate Family**  
Interpretation: To enable an employee to attend/assist in the funeral arrangements of a person other than a member of the immediate family.
  - 2. **Obligations to Appear in Court, Such As:**  
Interpretation: To enable an employee to appear before a judicial body at a specific time as required.
    - a. Liability Case.
    - b. Property Settlement.
    - c. Important Family Situation.

3. **Transportation Failure:**  
Interpretation: Emergency vehicular failure caused by weather conditions or mechanical trouble which prevents the employee from appearing on the job. Problems involving transportation arrangements or availability are not considered a transportation failure.
4. **Special Situations Approved by the Associate Superintendent:**  
Interpretation: To enable an employee to attend a graduation or wedding of the employee or an immediate family member (immediate family member is defined to include only: parents, sister, brother, wife, husband, child, grandparents, grandchildren, or in-laws); to enable the employee to take a child to or to pick a child up from a college where the student lives while the college is in session; to attend to health emergencies in the immediate family; to enable an employee to celebrate a religious observance; or to enable an employee to participate in an activity which in the judgment of the Associate Superintendent and Chief School Officer will be beneficial to the Hamburg Central School District. In the event that serious interruption of work will result as a consequence of a large number of teachers taking leave on any one day, the Employer reserves the right for this reason to deny a request.

### **Section IX - Sabbatical Leave**

#### **A. Eligibility**

1. **Personal Qualifications**
  - a. Fully certified with at least a Bachelor's Degree.
  - b. Completed a minimum of seven (7) consecutive years of satisfactory instructional service in the Hamburg School System.
  - c. Tenure in the field of instructional service.
2. **Purpose of Leave**
  - a. Special study toward the completion of:
    1. Master's Program.
    2. Doctoral Program.
    3. Special work beyond degree for individual's professional development.
  - b. Travel
    1. University approved program, with Chief School Officer's approval.
    2. Individually planned, with Chief School Officer's approval.

#### **B. Method of Application**

1. Made in writing to Board of Education through the school principal and the Chief School Officer.

2. Receive Employer approval by the beginning of the semester PRIOR to desired leave.
3. Submitted by September 1 for second semester; by March 1 for first semester or full year.

**C. Conditions**

1. Number to be granted: A maximum of 2% of instructional staff in any one (1) year. It is recommended that the distribution be as follows:
  - a. Elementary - 1/2 of leaves granted.
  - b. Secondary - 1/2 of leaves granted.
  - c. Upon lack of applications in any area, consideration may be extended to the other applications received.
2. Criteria for Selection
  - a. Most benefit to the school system.
  - b. Most self-improvement.
  - c. Seniority, based on years and quality of service.
3. Applicant Obligations
  - a. Persons on leave for travel should submit progress reports to the Employer.
  - b. All employees granted a full-year sabbatical leave must agree to serve at least three (3) years in Hamburg Central School District upon completion of their leave. If the employee fails to return to work in the district after the completion of the sabbatical leave, the employee will repay the district the salary received during the leave. If the employee resigns after teaching one (1) year, one-half (1/2) of the salary received will be repaid, and if the employee resigns after teaching two (2) years, one-third (1/3) of the salary received will be repaid.
  - c. All employees granted a one semester sabbatical leave must agree to serve at least one and one-half (1-1/2) years in the Hamburg Central School District upon completion of the sabbatical leave. If the employee fails to return to work in the district after the completion of the sabbatical leave, the employee will repay the district the salary received during the leave. If the employee resigns after teaching one (1) semester, one-half (1/2) the salary received will be repaid; and if the employee resigns after teaching two (2) semesters, one-third of the salary received will be repaid.
4. Duration and Remuneration
  - a. Leaves shall constitute no less than one (1) full semester.
  - b. All leaves shall be at half (1/2) salary, plus fringe benefits when necessary.
  - c. Pay periods to coincide with that of regular instructional service area.
  - d. Leaves shall coincide with regular school semesters.

5. Status of Teacher Upon Conclusion of Leave
  - a. Shall be granted experience credit on the salary scale as though on regular employment.
  - b. Shall return to former or equivalent position in system.
  - c. Rights under retirement system shall not be impaired.
6. Frequency
 

Time between sabbatical leaves for any one (1) employee should be at least seven (7) years.

**D. Selection of Committee**

1. Membership (voting authority may be delegated in an emergency)
  - a. One Board of Education member - one vote (President).
  - b. Chief School Officer - one vote (Chairman).
  - c. One faculty member - one vote (Preferably the President of Hamburg Teachers' Association).
  - d. One faculty member - no vote (Preferably the Vice President of Hamburg Teachers' Association).
  - e. Building Principal(s) of applicant(s) concerned - advisory - no vote.
2. Terms for Committee
 

Annual appointment.
3. Committee Chairmanship
 

It is the responsibility of the Chief School Officer, as committee chairman, to call meetings as necessary.

**Section X - Individual Leave of Absence**

An employee may request an individual leave of absence by applying for a one (1) or two (2) year leave without pay or benefits for a special purpose, with the exception of employment. The employee must state the intended duration of the leave in the initial application. An employee desiring such a leave shall file a written statement of his need with the Chief School Officer who shall make his recommendation to the Board for their action. An employee desiring to be reinstated following an individual leave shall submit a letter of intent to the Associate Superintendent two (2) months prior to the date the leave expires. A leave of absence for one (1) or two (2) years will be granted to teachers for the purpose of participation in an exchange teaching program. In order to qualify as an exchange teaching program under the terms of this section, the exchange assignment must be in a foreign country or must be an exchange program conducted pursuant to Education Law Section 3005.

**ARTICLE IV ANNUITIES**

Through employee payroll deductions, regulated investment companies (mutual funds) and/or annuities will be purchased in accordance with the provisions of Section 403(b) of the Internal Revenue Code, as amended. Prior to any investment company soliciting employees of the district, the investment company must be approved by the Associate Superintendent and the Hamburg Teachers' Association President. These employee payroll deductions will be distributed by the District's third party administrator to any

investment firm that has five (5) salary reduction agreements for employees of the Hamburg Central School District as mandated. Employers are responsible for approving only annuity contracts and custodial accounts that meet the requirements of 403(b) of the Internal Revenue Code. The District will use a third party administrator, currently Legend Group/ADSERV, to ascertain that the products approved vendors are offering, meet these requirements. Employees are responsible for setting up their accounts with one of the approved vendors.

#### **ARTICLE V            MILITARY**

Upon termination of the military service and reinstatement in the position, the employee is entitled to the same rate of salary to which he/she would have been entitled had he/she been in continuous employment and to all rights and privileges with reference to promotion, transfer, reinstatement or continuance in office as he/she would have enjoyed had he/she been continuously employed. An employee who enters military service while on probation is entitled to credit for the period of military service as satisfactory probationary service. If the end of the probationary service occurs while the employee is in the military service, however, this does not have the effect of placing the employee on tenure. The above applies only to employees whose teaching service in the Hamburg Central School District is interrupted by military service.

#### **ARTICLE VI            HEALTH REQUIREMENTS**

The Employer has the legal authority to establish health standards for its employees. In setting such standards, however, the Employer will assume the cost of required medical examinations.

#### **ARTICLE VII            EMPLOYEE EVALUATION**

##### **Section I - Evaluation**

The evaluation of the work of all employees is the responsibility of the Employer. The purpose of the evaluation is to determine the performance of the employee and to further the improvement of instruction. All monitoring or observation of the work of the employee shall be conducted openly and with full knowledge of the employee.

##### **Section II - Observations**

Two (2) or more observations shall be completed each school year for all probationary teachers. If a tenured teacher is evaluated, one (1) observation shall be completed. Each observation shall be followed by a written report and a conference between the employee and the evaluator. During the conference, the evaluator shall point out the strengths and weaknesses observed and offer suggestions on how areas needing improvement may be so improved. The evaluator will also note areas for professional growth. The conference shall be held within seven (7) days unless there are extenuating circumstances; in such cases, the time extended will be reasonable.

### **Section III - Final Evaluation**

The building administrator shall consult with the appropriate personnel before making a final evaluation. Evaluations for all probationary appointments effective September 1<sup>st</sup> will be completed by the preceding April 1<sup>st</sup>.

### **Section IV - Evaluation Conference with Building Administrator**

The building administrator will hold a conference with an employee after preparing an evaluation report and the employee will read and sign the evaluation report. Such signature does not necessarily indicate agreement with the content. The building administrator will provide the employee with a copy of such report after it is signed.

### **Section V - Employees Whose Services are to be Discontinued**

Employees being considered for tenure and whose services are to be discontinued, must be notified in writing at least sixty (60) days before the completion of the probationary period.

### **Section VI - Supervision**

The Employer has adopted a policy of supervision based on Dimensions of Learning and Brain Compatible Learning. The following procedures relating to supervision will apply:

- A. A supervision awareness workshop will be offered each year, if necessary. Efforts will be made to present this workshop on a release-time basis.
- B. All employees will make every effort to use Dimensions of Learning and Brain Compatible Learning.
- C. The observation procedures will be according to district procedures.

### **Section VII - Article VII Committee**

The Employer and the Association agree to the continuation of the Article VII committee. The committee will consist of four (4) teachers appointed by the president of the Association, and four (4) administrators appointed by the Superintendent; one of the administrators to be the Associate Superintendent. The facilitator of the committee shall be the Teacher Coordinator of Instructional Strategies. Any decision of the committee must be approved by a minimum of five (5) votes. Any pilot program recommended to the Superintendent and implemented as a result of the work of this committee shall end August 31, 2011.

## **ARTICLE VIII PROFESSIONAL FILES AND PERSONNEL FOLDERS**

All employee professional files shall be maintained under the following circumstances:

- A. The employee upon request to the appropriate administrator shall have the right to review the contents of his/her file, including any portion of the file electronically stored, with the exception of pre-employment references, during normal office hours.



- B. No material, except pre-employment references, which serves to evaluate the performance or service of an employee shall be placed in the files unless the employee has had an opportunity to read the material and initial it. Such signature does not necessarily indicate agreement with the content.
- C. The employee shall have the right to respond in writing to any material to be filed, except pre-employment references, which serve to evaluate the performance or service of said employee. The employee's response shall be reviewed and signed by the appropriate administrator and attached to the file copy. Such signature does not necessarily indicate agreement with the content.
- D. Upon written request to the appropriate administrator, single copies of material from the employee's file, with the exception of those materials on microfilm, shall be made available to the employee. A copy of the request shall be placed in the file attached to the item requested.

## **ARTICLE IX            MEDICAL**

### **Section I - Effective January 1, 2008:**

Effective January 1, 2008, the District has adopted the NY 44 Health Benefits Plan Trust for all members of the Bargaining Unit. Any employee who accepts health insurance from the District must participate with the NY 44 Health Benefits Plan Trust. The District will contribute 85% of the plan costs.

In the event that the District no longer offers health insurance coverage through the NY 44 Health Benefits Plan Trust, the District's contribution for any successor health insurance coverage shall be 85% of the lowest HMO rate offered by the District.

### **Section II – Health Maintenance Account**

The District will establish a "health maintenance account" under IRC section 105-h for each teacher effective which will be included in the subsequent collective bargaining agreement. The parties agree to negotiate the funding of the 105h plan during negotiations for the new collective bargaining agreement.

### **Section III – Health Insurance Coverage Waiver**

- A. The District shall pay a health insurance coverage waiver payment for the "eligible employees" as hereinafter defined which will provide for the payment of \$1,500.00 for a waiver of family health coverage. The amount of the waiver payment shall be fifteen hundred dollars (\$1,500.00) per year in any year in which seventy six (76) (number of eligible employees) have waived family health coverage in writing on or before June 1 each year.
- B. An "eligible employee" for purposes of this waiver payment is hereby defined as an employee who is a member of the HTA bargaining unit and who would

be eligible to receive health coverage by reason of his/her employment with the District but chooses to waive coverage due to the availability of coverage through a spouse or other employment. The waiver payment herein shall be paid as a one time adjustment to wages (subject to taxes) at the end of the school year and shall not be pro-rated for any portion of the school year for any employee who requires re-enrollment into the District's health insurance program. Employees appointed after October 1 and prior to December 31 of any school year who waive coverage will be entitled to one-half of the waiver payment for that school year. Employees appointed after December 31 will not be eligible for this payment until the following school year. Duplicate coverage is prohibited; that is, a husband and wife both employed by the Hamburg Central School District are allowed to select one and only one health benefits plan for their family and neither shall be eligible for a waiver payment.

- C. If any eligible employee requires re-admission into the medical insurance program of the District due to a change in his/her eligibility for health insurance coverage elsewhere, he/she is obligated to immediately inform the Hamburg Central School District, Human Resources Office, of the need for coverage within ten (10) days of becoming aware of said need and said employee thereby forfeits any right to the payment of the waiver payment hereunder, upon their readmission to the District's health insurance program.

**Section IV - Dental:**

The Association shall have the sole authority to determine the types of dental coverage to be offered by the benefit trust. The District will make a payment to the benefit trust. The amount will be paid in two (2) installments during the year; July 1 and January 1, according to the following schedule:

2009 – 2010	\$99,500
2010 – 2011	\$104,000

The District will be allowed to review the benefit trust's business records to ensure that the public monies contributed to the benefit trust have been expended in a manner consistent with the stated purpose of the benefit trust.

**Section V - Part-time Employees**

For part-time employees, the Employer will contribute a percentage of the cost of the selected health plan. The percentage of the Employer's contribution will be determined by the employees' percentage of employment.

**Section VI - Overlapping Types of Medical Insurance**

No overlapping types of medical insurance shall be permitted. The employee must choose between coverage provided under this contract and the coverage available through a spouse.

**Section VII - Employee on Leave**

Any employee who is on leave may continue to be covered by the Employer's selected health plan for up to one (1) year by paying the monthly premium to the Employer. The employee will pay \$1.00 for each billing.

**Section VIII - Child Care Leave Because of Pregnancy Disability**

An employee who opts for a child care leave because of a pregnancy disability shall have her insurance continued for three (3) months.

**Section IX - Retirement**

If requested upon retirement, the Employer would continue to enroll the employee in the District's health plan. The employee will assume the full cost of the coverage, plus a 2% charge, and reimburse the district. When 110 employees are enrolled, the charge will be 2.5%; 150 employees, 2.75%; 200 employees, 3%.

**ARTICLE X ONE TWENTY FIVE PLAN**

The One Twenty Five Plan will be comprised of seven (7) units (teachers, teacher aides, registered nurses, office employees, maintenance and custodial, administrators and district). The start up costs and legal fees will be divided by the number of units that accept the plan. The monthly fees will be paid 50% by the employee and 50% by the District.

**ARTICLE XI STUDENT TEACHERS**

**Section I - Approval**

The Employer and the employee encourage the presence and supervision of student teachers who are duly assigned to a certified teacher. Assignment of student teachers shall have the written approval of both the Chief School Officer or his designee and the supervising teacher. No student teacher shall be assigned to a teacher with less than three (3) years experience.

**Section II - Student Teacher as Substitute Teacher**

In an emergency situation, a student teacher may be used as a substitute teacher for the cooperating teacher, with the consent of the building principal and the cooperating teacher.

**ARTICLE XII TRANSFERS**

**Section I - Voluntary**

As full-time and part-time vacancies occur within the school district, they shall be posted on the employees' bulletin board in each building. Any information related to vacancies posted from July 1 - August 19 will also be available by access to the district website. Vacancies will not be posted between August 20 and the opening day of school. Employees who desire a change in teaching levels and/or subject or who desire to transfer to another building shall file a written statement of such desire with the Chief School Officer. Such statement shall include the levels and/or subject the employee desires to be transferred to in order of preference. Tenured area seniority will be a significant consideration in making

the voluntary transfer but shall not have any more weight than any other factor. Application for transfer does not assume procurement of the transfer.

### **Section II - Involuntary**

- A. **Due to Abolition of Positions:** As a means of reducing the number of involuntary transfers due to abolition of positions, employees may volunteer to be transferred. When the need for a transfer is determined, those employees involved will be informed of openings within their tenure area. If the volunteer is qualified for a transfer to an open position, which would alleviate the need for an involuntary transfer, the volunteer shall be transferred to the position. If two (2) or more qualified volunteers seek the same position, the employee with the most tenure seniority shall be offered the position first. If an involuntary transfer is necessary, the employee with the least amount of tenure area seniority will be transferred unless the employee is not certified in the new level or subject area. The employee will be assigned to another position in the employee's tenure area in the employee's building provided one is available for which the employee is qualified. If no position is available in the employee's building then an involuntary transfer will be made to another building. The involuntary transfer will not be made before such employee has been consulted by the appropriate administrator and notified of the reasons for the transfer.
- B. **All other cases:** The transfer of an employee will not be made before such employee has been consulted by the appropriate administrator and notified of the reasons for the transfer. Tenured area seniority will be a significant consideration in making such an involuntary transfer but shall not have any more weight than any other factor. Such transfers shall be made solely to enhance the educational advancement of the students in the district.

### **Section III - Volunteers for Transfer**

In connection with any involuntary transfer, the Employer's actions seeking volunteers for transfer shall not be considered as an acknowledgment of the acceptability or the equality of qualifications of those contacted.

### **Section IV - Change of Grade Levels**

In the event there is a change of grade levels in the schools, the Employer will negotiate a plan for the transfer of teachers to different buildings.

### **Section V - Variance for Grade Level or Subject Assignments**

- A. A variance requires a mutual agreement of the teachers involved; the building principal, the H.T.A. President, and the Associate Superintendent.
- B. Teachers will return to their status prior to the variance being granted unless the District has reduced the number of sections at the returned teacher's grade level. Should such a reduction occur, the teacher will be considered a part of the level or subject taught prior to the variance and

dealt with in accordance with Article XI I, Section I and Section II of this agreement.

### **ARTICLE XIII EMPLOYEE-ADMINISTRATION LIAISON**

Employees in each building shall elect a committee of three (3) to seven (7) members, according to building size, who shall meet at least once a month with the building principal to discuss concerns. Minutes of the meeting shall be taken and approved by the administrator (s) and committee members prior to distribution. An agenda for the upcoming meeting will be submitted to the building administrator five (5) days prior to the meeting.

### **ARTICLE XIV TEACHING HOURS, LOADS, AND CALENDAR**

#### **Section I - Employee's Work Day**

The length of the employee's work day will be from 7:50 a.m. to 3:20 p.m. There will be no more than a thirty (30) minute deviation from the above times. The District, with the employee's approval, may request an employee to deviate from the above times. No more than 10% of the employees in a given building may be so affected. On Thursdays, the school day will be extended to 4:20 p.m. and, on one designated Tuesday, to 3:50 p.m. for the elementary and secondary teachers for professional meetings, if scheduled. On Fridays and days prior to holidays, the employees' normal leaving time will be 3:08 p.m., unless professional duties require the employee's presence. On the elementary level not more than 15% of the teachers in the building may be assigned bus duty. Such assignment exempts the district from complying with the aforementioned leaving time.

#### **Section II - Lunch Periods**

Each full-time employee shall be granted a thirty (30) minute duty free lunch period.

#### **Section III - Planning and Preparation Periods**

All regularly scheduled full-time contract employees will be given a daily professional period of reasonable length, but not less than one hundred fifty (150) minutes per week, free from supervisory duties, for the purpose of lesson planning and preparation. Such time will be scheduled during the hours of the pupil's day. If the length of class periods is shortened for special programs on occasions, the planning period will be shortened accordingly.

#### **Section IV - Teaching Calendar**

The teachers' calendar shall not contain more than one hundred eighty-eight (188) employee work days. Through the Leadership Forum, the President of the H.T.A. may make suggestions regarding the teaching calendar.

#### **Section V - Travel Time**

Employees assigned in two different schools will be provided thirty (30) minutes travel time. If an employee's assignment is in multiple buildings, for one of those moves, thirty (30) minutes will be guaranteed.

## **ARTICLE XV EMPLOYEE ASSIGNMENTS**

The Principal, in scheduling an employee, shall:

- A. Keep the variable class assignments to a minimum.
- B. Ability and qualifications being equal, follow a policy of rotation among qualified personnel in the matters of special, honor, and other modified classes.
- C. Consider the employee's professional background and preparation.
- D. In elementary schools, ability and qualifications being equal, schedule employees for the level at which they have the most experience with the stipulation that any employee may request a change in level assignment. If there is grouping, this will be rotated.
- E. By June 20, tentative courses for the secondary teachers and level assignments for elementary teachers, as specific as possible, will be given in writing to the employees. If any subsequent change is necessitated before the beginning of the school year, the principal will consult with the affected employee before such change is finalized. If this is impossible, the employee shall be notified of the change and the reasons for it in writing by August 20.

## **ARTICLE XVI PROTECTION OF EMPLOYEES**

### **Section I - Alleged Assault or Personal Property Damage**

Employees shall be required to report in writing, within twenty-four (24) hours if possible, any case of alleged assault or personal property damage in connection with their employment. The report shall be submitted to the appropriate building principal.

### **Section II - Investigation by Administrator**

The alleged assault or personal property damage shall be promptly investigated by the administrator and he/she shall take such action as he/she deems necessary.

### **Section III - Legal Counsel**

In the case of an assault by a pupil or non-pupil, the Employer will provide legal counsel to defend any employee in any action arising out of any claim, demand, suit by reason of alleged negligence, or other act resulting in accidental bodily injury or death of any person or in accidental damage to, or destruction of, property within or without the school building, providing such employee, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his duties within the scope of his employment and under the direction of the Employer.

### **Section IV - Criminal or Civil Proceedings**

If criminal or civil proceedings are brought against the employee alleging that he committed an assault against the pupil during the discharge of his duties within the scope of his employment or under the direction of the Employer, the Employer will furnish legal counsel to defend him in such proceedings.

**Section V - Employee Discharge or Suspension**

Should any employee be discharged or suspended by the Employer for conduct in his/her employment which results in litigation, whether instigated by the Employer or by a third person, said employee shall be entitled to back pay if said employee is found to be without culpability by the courts and is reinstated to his/her position by the Employer.

**ARTICLE XVII EMPLOYEE FACILITIES**

**Section I - Employee's Work Area**

Each school shall have the following:

- A. Reasonably safe space in each classroom in which employees may store personal belongings, instructional materials and supplies.
- B. An employee's work area containing equipment and supplies to aid in the preparation of instructional materials.

**ARTICLE XVIII TEXTBOOKS AND SUPPLIES**

**Section I - Teaching Equipment and Supplies**

The Employer agrees that what constitutes sufficient teaching equipment and supplies will be a matter for discussion between employees and administrators.

**Section II - Requisitions**

All requisitions approved by the appropriate administrator will be forwarded to the Business Office. If budgetary considerations require deletions of teaching equipment and/or supplies, the Business Office shall so inform the appropriate administrator. To assist the appropriate administrator in the revision of the requisitions, the employee shall have the responsibility of making known any recommended priorities for purchase. The Director of Administrative Services shall consider recommended priorities, but retain the authority to disapprove of any requisitioned item.

**ARTICLE XIX TEACHER COORDINATORS**

**Section I - Teacher Coordinator**

The Employer approves the appointment of a Teacher Coordinator where and when, in the judgment of the Chief School Officer, such a position is necessary. If a Teacher Coordinator is not appointed then the duties will be carried out by the administration.

**Section II - Selection Process**

The Article VII Committee, plus one subject area person, will interview the candidates and make their recommendation to the Superintendent. The assignment of personnel as Teacher Coordinator and the determination of their function shall be the responsibility of the Employer. The assignment of personnel shall be for two (2) years and the length of service is a maximum of six (6) years.

**Section III - Number of Teacher Coordinators**

There will be one (1) Teacher Coordinator for language arts, mathematics, science, social studies on a 6-12 basis. There will be one (1) Teacher Coordinator for special education, physical education, music, art, foreign language, library media; and one (1) for the combined areas of business, home and careers, and technology.

**Section IV - Teacher Coordinator's Role**

The Teacher Coordinator role will be at 40%.

**Section V - Evaluation**

An annual evaluation shall be completed by May 1.

**Section VI - Building Coordinators (Elementary K-5)**

The elementary building principal and the core team will determine the number of building coordinators not to exceed four (4) per building.

**ARTICLE XX TENURED AREA SENIORITY**

**Section I - Staff Reductions**

Whenever staff reductions affect probationary or tenured employees, probationary, then tenured employees in the affected tenure areas shall be dismissed according to least seniority.

**Section II - Continuous Employment**

Continuous employment shall be that period from the first day of employment until official termination of services. It shall not be interrupted by such defined periods as military service, sabbatical leave and personal illness.

**Section III - Seniority Lists**

By May 15 of each year, a copy of the tenured area seniority lists, with the exception of the general secondary, will be provided upon the request of the President of the Association. If an employee is to be excessed in the general secondary, then a tenured area seniority list will be provided.

**Section IV - Excessed Employee**

Any employee who is to be excessed will receive a written notice from the Chief School Officer by June 1.

**Section V - Excessed Employee/Medical Coverage**

If the excessed employee's spouse is able to provide the basic medical coverage, the Employer's coverage will cease on July 1. Otherwise, the Employer will provide medical coverage until September 1. Any excessed employee may continue to be covered by the employee's selected health plan for up to one (1) year by paying the monthly premium to the Employer.



### **Section VI - Academic Tenure Area**

Teachers hired at the secondary level (senior or middle school) prior to August 1, 1975 to teach mathematics, English, science, social studies, reading, health, and language are in a single 7-12 general academic tenure area.

## **ARTICLE XXI JOB SHARING**

### **Section I – Program**

A job-sharing program ("program" hereafter) exists within the District, which allows full-time tenured teachers to voluntarily request a reduction to part-time status subject to the conditions set forth.

A. The Superintendent will consider annual requests for job-share positions from two full-time tenured teachers who are recommended by their Principal(s). Probationary teachers shall not be eligible to participate in the program.

B. The job-share position is defined as one full-time position shared by two (2) tenured teachers for the contractual workday and with the responsibilities provided in Article XIV of the collective bargaining agreement between the District and the Association.

C. Requests for job sharing must be submitted in writing by the teachers to the Superintendent no later than March 1 of the year prior to which the program is to commence. The Superintendent will consider the requests at his sole discretion according to the District's needs.

### **Section II - Regulations and Conditions**

A. As job-sharing is a voluntary reduction by a teacher from full-time to part-time status, he/she does not continue to accrue seniority within the tenure area for purposes of layoff and recall for the duration of the period in which he/she is in part-time status. However, job-share teachers will not lose seniority accrued prior to becoming a job-share teacher for layoff or recall purposes.

B. The salary of a job-share teacher shall be prorated according to the contractual salary step that would apply to that teacher if the teacher were full-time. Credit for graduate hours or other applicable stipends to which the teacher is entitled if he/she were full-time will also be prorated. Each job-share teacher must complete one (1) year of service to be eligible for the next step on the salary schedule the following year.

C. Job-share teachers shall not lose any benefits earned prior to becoming a job-share teacher. However, during the job-share period all contractual benefits such as health insurance, dental insurance, sick leave days, etc. shall be prorated. New York State Teacher Retirement System credit shall also be prorated.

D. Both job-share teachers for each job-share position shall attend Superintendent's days, open house and parent/teacher conferences and any other activities deemed appropriate by the building administrator. The job-share

teachers will develop a plan to address attendance at and communication concerning all other such required professional meetings subject to prior approval of the principal of the building in which the teachers are job-sharing.

E. Both job-share teachers shall substitute for each other whenever possible. Substituting will be compensated at the substitute teacher rate of pay for the additional time worked.

### **Section III - Termination**

A. Should the principal of the building in which the job-sharing teachers are working, or the Superintendent, determine that the program is not meeting the needs of the District, a meeting will be held with all involved parties including an Association representative. At this meeting, conditions for terminating the job-share agreement will be arranged with the teachers involved. These teachers shall have a maximum of ten (10) workdays in which to return to full-time teaching positions or to exercise other available contractual options.

B. Upon conclusion of the approved job-share position, each job-share teacher shall return to full-time status in his/her respective tenure area and will resume the accrual of full-time seniority and benefits, as was the case prior to the job-sharing program.

C. Any dispute under this Job-Sharing Program is excluded from the grievance procedure.

## **ARTICLE XXII SUBSTITUTE TEACHERS**

A substitute teacher shall be, whenever possible, a person fully qualified to teach in the public schools.

## **ARTICLE XXIII PSYCHOLOGISTS AND SOCIAL WORKERS**

### **Section I - Months of Service**

The Employer, in its discretion, shall determine the number of months of service each year for the psychologists and social workers.

### **Section II - Benefits**

The following additional benefits will apply only to the twelve (12) month psychologist and social worker positions and be credited on July 1.

- A. Three (3) additional sick days.
- B. Twenty (20) days of paid vacation will be credited to those twelve (12) month employees who worked the preceding year. No more than twenty (20) days of unused vacation may be carried from one year to the next. Once vacations are approved they may not be changed except by mutual agreement between the Employer and the employee.
- C. Salary will be determined by applying an index of 1.25 to the appropriate step and degree column of the salary schedule.
- D. Upon approval of the Employer, a psychologist or a social worker who works beyond the normal scheduled work day may use flex time to make up for the hours worked beyond the normal work day. Every effort will be

made to use the flex time during the week in which the work was performed.

- E. For a ten (10) month psychologist and social worker, salary will be determined by applying an index of 1.05 to the appropriate step and degree column of the salary schedule.

## **ARTICLE XXIV SICK LEAVE CONVERSION**

### **Section I - Availability**

The sick leave conversion set forth in Section II below will be available to employees who have reached age 55 and have had at least ten (10) years of service in the Hamburg Central School District and are eligible to draw benefits from the NYSTRS.

### **Section II - Eligibility**

To be eligible for the sick leave conversion benefit set forth in Section III A, the employee must make a written commitment to the Associate Superintendent of his/her intention to retire six (6) months prior to the date of his/her retirement.

### **Section III - Benefits**

- A. For 2010-11, the employee shall be compensated at \$100.00 per day for up to 221 accumulated leave days to the maximum of \$22,100.00.
- B. At the time of retirement an accounting of the sick leave record of the employee will be undertaken to determine the amount of cash payment to be made.
- C. If a teacher has accumulated the maximum of 221 days by July 1 of the beginning of the final year of service, the member will have up to a maximum of fifteen (15) days to be used to replenish days used during the final year. These additional days will not be used to expand the number of days used for calculation of this benefit, except for the following: A teacher otherwise entitled to a benefit under this Article XXIV who uses five (5) or fewer days of accumulated leave during the final year of employment will receive an additional four (4) days of retirement benefit, notwithstanding the 221 day cap.
- D. Any employee's contribution to the sick leave bank in their final year of employment shall not diminish, in any way, their entitlement to sick leave conversion benefits under Section III A.
- E. Sick leave conversion benefits payable under Section III A or B shall be payable by continuing the payment of premiums for the retiree in the health benefits plan in effect for active teachers. Should the retiree die, the remaining dollars in the account shall fund benefits for the spouse until depletion of the funds or the death of the spouse.
- F. Any unit member who chooses to retire and is not covered under the District's Group Health Plan as of the last day of employment shall have his/her unused sick leave converted to cash according to the provisions of Section III, paragraphs A, B, C and D. Such amount shall be paid in a

lump sum during the employee's last pay period in June in the employee's final year of employment.

#### **Section IV - Statute or Regulatory Requirement**

The benefits provided in this Article, including any benefits remaining to be paid as the result of the retiring employee's election to utilize the sick leave conversion to purchase health insurance coverage as provided in Section III D 2 shall not be paid if the Employer is required, on or after the effective date of the employee's retirement, by any statute or regulation to provide or contribute to the payment for health insurance coverage for retired employees. In the event of such a statutory or regulatory requirement, the parties agree forthwith to begin negotiations toward an amendment to Section D 1 and 2 that meets the concerns of both the Employer and employee. In the event the parties are unable to reach an agreement, all such benefits will expire on the effective date of such statutory or regulatory requirement.

### **ARTICLE XXV GRIEVANCE PROCEDURE**

#### **Definition**

A grievance is a claim by an employee that there has been, as to them, a violation, misinterpretation or inequitable application of any of the provisions of this agreement.

**Step I:** An employee will first take the matter up informally or verbally with their immediate supervisor no later than ten (10) days after the alleged grievance first occurred.

**Step II:** If the grievance is not satisfactorily resolved in Step I, the grievant shall present the grievance in writing to their immediate supervisor, within five (5) days after the informal conference. The immediate supervisor shall render a decision in writing within five (5) days and present the written decision to the grievant.

**Step III:** If the grievance is not satisfactorily resolved in Step II, the grievant may file an appeal in writing to the Chief School Officer or his designee within five (5) days after receiving the decision in Step II. The Chief School Officer, or his designee, shall have five (5) days after receiving the grievance to provide an answer to the grievance.

**Step IV:** If the grievant feels that the determination in Step III is not satisfactory, they may submit the grievance in writing within five (5) days of receiving the Step III decision, to the Board of Education.

**Step V:** If the grievance is not resolved by the Board of Education at the next regular meeting or within ten (10) days thereafter, the Association or the Superintendent of Schools may request arbitration within fifteen (15) days. The arbitrator shall be chosen and the arbitration governed by the rules and procedures

of the American Arbitration Association. The cost of the arbitrator shall be borne equally by the parties. The arbitrator is not to modify, enlarge, or restrict the provisions of this agreement. The authority of the arbitrator does not extend to matters which are not covered in this contract. The decision of the arbitrator shall be binding on both parties.

**Right to Counsel**

Both the Employer and the Association have the right to legal counsel and/or a representative of the employee at each stage of the grievance procedure.

**ARTICLE XXVI PROFESSIONAL DEVELOPMENT**

- A. The Employer and the Association will create a Professional Development Committee. The committee will consist of three (3) administrators appointed by the Superintendent and three (3) teachers appointed by the President of the Association.
- B. The Professional Development Committee will determine the courses to be offered. Each course will be a minimum of fifteen (15) clock hours.
- C. A statement must be available to the Associate Superintendent documenting the hours of attendance and successful completion of the course.
- D. Courses cannot be taken during the work day.
- E. A professional development form shall be filled out and submitted to the Associate Superintendent for approval.
- F. This program shall be limited to a district cap of spending to the total amount of \$40,000/year for stipends and tuition.
- G. Funds for these courses shall be done on a first-come, first-served basis.
- H. A stipend of \$375 will be paid upon completion of an approved 15-clock hour course.
- I. An employee may not take more that three (3) courses per year.
- J. Any district Speech Language Pathologist and/or Occupational Therapist is entitled to apply for course reimbursement for professional development coursework. Approved reimbursements will be paid from Professional Development money until the district cap spending limit has been reached.
- K. Effective July 1, 2011, newly hired teachers are required to participate and complete thirty (30) hours of coursework, mutually agreed upon between the District and the HTA, prior to receiving tenure. The cost of this required work will be paid through the \$40,000 for stipends and tuition.

**ARTICLE XXVII ACADEMIC INTERVENTION SERVICES**

After school Academic Intervention Service (AIS) positions will be posted in specific buildings where after school intervention services are scheduled to take place. Tenured area seniority will be a significant consideration in making AIS appointments, but shall not have any more weight than any other factor.

**ARTICLE XXVIII PAYCHECKS AND PAY SCHEDULE**

**Section I - Options**

The employee shall have the option of either twenty-two (22) or twenty-six (26) paychecks.

**Section II - Changing Payroll Option**

The employee may change his payroll option (22 or 26 paychecks) for the next school year by writing a letter to the personnel office prior to August 1<sup>st</sup> indicating his choice.

**ARTICLE XXIX HEALTH AND SAFETY COMMITTEE**

The Superintendent and the President of the H.T.A. will establish the membership of a health and safety committee for the District. The H.T.A. member of the Health and Safety Committee may request, through a written memo to the Associate Superintendent that the Health and Safety Committee meet. The Associate Superintendent will call a Health and Safety meeting within ten (10) school days.

**ARTICLE XXX PARENT PORTAL**

Teachers in the middle school and high school shall utilize the eSchool grade book for student grades and make this information available on the parent portal. Grades are to be updated on a regular basis throughout the marking period.

**ARTICLE XXX SALARY**

**Section I - BA Schedule**

Teachers on the BA schedule shall be paid in accordance with Appendix A for the 2009-10 and 2010-11 school years.

**Section II - MA Schedule**

Teachers on the MA schedule shall be paid in accordance with Appendix A for the 2009-10 and 2010-11 school years.

**Section III – Stipend for National Board Certification**

Teachers who successfully attain and currently have National Teaching Certification from the National Board of Professional Teaching Standards shall be credited \$750.00 per year. *payment for 10 yrs. / Law*

**Section IV- Graduate Hours**

Approved graduate hours will be paid in blocks of three (3) at \$180 per block for the 2010-11 school year. On the Bachelor's schedule, the highest block shall be BA+48. On the Master's schedule, the highest block shall be the Doctoral or MA+66. Individuals holding a Doctoral degree shall be paid an additional annual stipend of \$500.00.

For teachers hired after July 1, 2011, graduate hours will be paid in blocks of 15 at \$900.00 per block. On the Bachelor's schedule, the highest block shall be BA + 15. On the Master's schedule, the highest block shall be MA + 30.

**Section V- Undergraduate Courses Earning In-Service Credit**

District approved undergraduate courses that are completed toward a second area of certification will be granted in-service credit. Prior approval must be obtained from the Associate Superintendent.

**Section VI - School Counselors**

School counselors shall be paid in accordance with the teachers' salary schedule for the teachers' calendar days. They will be paid 1/200 per day for each day worked during July and August (maximum twenty (20) days) and 1/200 for any day they will be scheduled to work beyond the teachers' calendar days between September 1 and June 30. The school community counselor, if requested by the Associate Superintendent, may work up to five (5) additional days. These days may be used during winter recess, spring recess, or during July and August.

**Section VII - Co-Curricular**

Co-curricular salaries shall be paid in accordance with Appendix B.

**Section VIII- Coaching**

Coaching salaries shall be paid in accordance with Appendix C.

**Section IX - Intramural**

Intramural salaries shall be paid in accordance with Appendix D.

**Section X - Additional Responsibility**

Salaries for additional responsibilities shall be paid in accordance with Appendix E.

**ARTICLE XXXI SCOPE AND DURATION OF AGREEMENT**

**Section I - Totality of Agreement**

This contract incorporates the entire understanding of both parties on all issues which have been discussed during negotiations. No change, revision, alteration or modification of this agreement in whole or in part shall be valid unless the same is ratified by both the Employer and the Employee and endorsed in writing thereon.

**Section II - Scope of the Agreement**

This agreement shall supersede any rules, regulations or practices of the Employer which shall be specifically contrary to or inconsistent with the terms hereof. All rights and prerogatives heretofore exercised by the Employer with respect to all matters not specifically covered in this agreement shall remain the rights and prerogatives of the Employer.

**Section III - Conformity to Law - Saving Clause**

A. If any provision of this Agreement is or shall at any time be contrary to state and/or federal law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any

substitute action shall be subject to appropriate consultation and negotiation between the Employer and the Employee.

- B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

**Section IV - Negotiations Procedure**

If either party to this Agreement wishes to negotiate for a successor agreement, they shall notify the other party in writing by February 1 and negotiations will begin on May 1 of the final year of this agreement.

The parties agree they will conduct negotiations concerning the Annual Professional Performance Review (APPR) or amendments to the provisions of this agreement relating to APPR, as soon as practicable after adoption of regulations of the Commissioner of Education required by Chapter 103 of the Laws of 2010, to the extent necessary to comply with said regulations.

**Section V - Duration**

The provisions of this Agreement shall be effective as of the date of September 1, 2009, and shall remain in full force and effect until August 31, 2011.



**Section VI - LEGISLATIVE IMPLEMENTATION**

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 TAKEN SUCH ACTION. IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HAND AND/OR SEALS THIS 9 DAY OF June 2011.

HAMBURG TEACHERS' ASSOCIATION, LOCAL #2702

BY *K. Fendya*  
KATHRYN FENDYA, PRESIDENT

HAMBURG CENTRAL SCHOOL DISTRICT

BY *S. A. Achramovitch*  
STEVEN A. ACHRAMOVITCH, CHIEF SCHOOL OFFICER

## BA SALARY SCHEDULE

Step	<u>2009-10</u>	<u>2010-11</u>
1	33,250	33,750
2	34,250	34,750
3	34,500	35,000
4	35,250	35,750
5	35,850	36,350
6	36,838	36,838
7	37,336	37,336
8	38,496	38,496
9	39,739	39,739
10	41,910	41,910
11	43,828	43,828
12	44,830	44,830
13	45,736	45,736
14	46,525	46,525
15	47,758	47,758
16	52,766	52,766
17	54,749	54,749
18	64,315	65,315
19	73,335	75,335

## MA SALARY SCHEDULE

Step	<u>2009-10</u>	<u>2010-11</u>
1	36,650	37,300
2	37,650	38,300
3	38,675	39,300
4	39,700	40,300
5	40,775	41,300
6	42,050	42,550
7	43,500	44,000
8	45,000	45,500
9	46,600	47,060
10	48,300	48,800
11	50,100	50,600
12	52,100	52,625
13	54,000	54,500
14	56,250	56,750
15	58,750	59,250
16	61,500	62,000
17	65,500	66,000
18	72,000	73,000
19	83,000	84,000

## Appendix B

### CO-CURRICULAR SALARY SCHEDULE

The following co-curricular salary schedule reflects a merit approach in payment for service to the Hamburg Board of Education. The building principal will recommend to the Board the step upon which the teacher will be placed.

<b>GROUP I</b>	<b>2009-10</b>	<b>2010-11</b>	Chess Club (HMS&HHS)	Environmental Club
Step 1	\$630	\$649	Musical Choreographer (Elem. & HMS)	Peer Mediation
Step 2	\$691	\$712	Students Acting Creatively	SADD
Step 3	\$762	\$785	Physics Club	Helping Hands
			Hunger Action Club	Character Education Club
			Musical Stage Designer (HMS)	Outdoor Adventure Club (HMS)
			Book Club (HMS)	
<b>GROUP II</b>	<b>2009-10</b>	<b>2010-11</b>	Latin Club	Stage Manager (HMS)
Step 1	\$833	\$858	Math Club (BVS)	Drama Club
Step 2	\$931	\$959	Elem. Student Council	Art Club (HMS)
Step 3	\$996	\$1,026	French Club	Nature Club
			Future Teachers	Spanish Club
			Character First (HMS)	Builder's Club (CAS)
			Master Minds (HHS)	Asst. Marching Band
			Library Club (Elem./HMS)	
			History Club (HMS)	
			Newspaper (HMS)	
			Chamber Orchestra	
			Safety Patrol (Elem.)	
			Select Chorus (Elem.)	
<b>GROUP III</b>	<b>2009-10</b>	<b>2010-11</b>	AFS Intercultural Club	Musical, Elementary
Step 1	\$1,044	\$1,076	AV Advisor (HMS&UPS)	Stage Designer (HHS)
Step 2	\$1,136	\$1,170	Book Store Coordinator (HMS)	Stage Manager (HHS)
Step 3	\$1,273	\$1,311	Art Club (HHS)	Destination Imagination
			Book Club (HHS) – Replaces Literary Magazine from Inactive List	Library Club
			Business & Marketing Honor Society (HHS)	Marching Band
				Newspaper Editor (HHS)
<b>GROUP IV</b>	<b>2009-10</b>	<b>2010-11</b>	Powerlifting Club	Musical Director (HMS)
Step 1	\$1,345	\$1,386	Jazz Ensemble (HMS)	Musical Producer (HMS)
Step 2	\$1,433	\$1,476	Select Chorus (HMS)	String Ensemble (HMS)
Step 3	\$1,557	\$1,604	Science Olympiad (HMS)	Science Olympiad (HHS)
<b>GROUP V</b>	<b>2009-10</b>	<b>2010-11</b>	Yearbook (HMS)	DECA
Step 1	\$1,600	\$1,648	Newspaper (HHS)	
Step 2	\$1,725	\$1,777	Ski Club	
Step 3	\$1,862	\$1,918	Varsity H Club	
<b>GROUP VI</b>	<b>2009-10</b>	<b>2010-11</b>	Magazine Campaign	National Junior Honor Society (HMS)
Step 1	\$1,898	\$1,955	Freshman Class Advisor	
Step 2	\$2,024	\$2,085	Sophomore Class Advisor	
Step 3	\$2,188	\$2,253	National Honor Society	

Appendix B

CO-CURRICULAR SALARY SCHEDULE

GROUP VII	<u>2009-10</u>	<u>2010-11</u>		
Step 1	\$2,120	\$2,183	Stage Band	Percussion Ensemble
Step 2	\$2,310	\$2,380	Senior Play	Chamber Singers
Step 3	\$2,518	\$2,594	Service Club	Color Guard Director

GROUP VIII	<u>2009-10</u>	<u>2010-11</u>		
Step 1	\$2,678	\$2,758	Senior Class Advisor	Student Council (HHS)
Step 2	\$2,869	\$2,955	Junior Class Advisor	Student Council (HMS)
Step 3	\$3,131	\$3,225	Musical Producer/Director (HHS)	
			HITV (Broadcast Club)	

GROUP IX	<u>2009-10</u>	<u>2010-11</u>		
Step 1	\$3,668	\$3,778	Yearbook	
Step 2	\$3,924	\$4,042		
Step 3	\$4,197	\$4,323		

After September 1, 2007, inactive clubs can only be re-instated as paid positions after an advisor works for one year with a re-formed club on an unpaid basis.

### INTERSCHOLASTIC COACHING SCHEDULE

SPORT	2009-10 POINTS	2010-11 POINTS	SPORT	2009-10 POINTS	2010-11 POINTS
<b>FOOTBALL</b>			<b>BOWLING</b>		
Varsity	10	10	Varsity	6.5	6.5
Asst. Varsity	75%	75%	Varsity Asst.	72%	72%
JV	75%	75%	<b>VOLLEYBALL, B &amp; G</b>		
JV Asst.	65%	65%	Varsity	6.5	6.5
Modified	75%	75%	JV	75%	75%
Mod. Asst.	60%	60%	Modified	72%	72%
<b>CROSS COUNTRY, B &amp; G</b>			<b>CHEERLEADING</b>		
Varsity	6	6	Varsity	7	7
Modified Girls	75%	75%	JV	75%	75%
<b>HOCKEY</b>			Modified	72%	72%
	10	10	<b>BASKETBALL, B &amp; G</b>		
	75%	75%	Varsity	10	10
<b>FIELD HOCKEY</b>			Varsity Asst.	15%	15%
Varsity	6.5	6.5	JV	75%	75%
JV	75%	75%	Modified	72%	72%
Modified	72%	72%	<b>WINTER TRACK</b>		
<b>GOLF, VARSITY</b>			Varsity	8.5	8.5
	5	5	Var. Asst (2)	75%	75%
<b>GYMNASTICS, B &amp; G</b>			<b>WRESTLING</b>		
Varsity	7.5	7.5	Varsity	9	9
Varsity Asst.	72%	72%	Varsity Asst.	75%	75%
<b>SOCCER, B &amp; G</b>			Modified	72%	72%
Varsity	8.5	8.5	<b>BASEBALL</b>		
Varsity Asst.	15%	15%	Varsity	7.5	7.5
JV	75%	75%	Varsity Asst.	15%	15%
Modified (Boys)	72%	72%	JV	75%	75%
Modified (Girls)	72%	72%	Modified	72%	72%
<b>SWIMMING, GIRLS</b>			<b>SOFTBALL</b>		
Varsity	8.5	8.5	Varsity	7.5	7.5
Varsity Asst.	75%	75%	Varsity Asst.	15%	15%
Asst. (PT)	30%	30%	JV	75%	75%
<b>SWIMMING, BOYS</b>			Modified	72%	72%
Varsity	9	9	<b>LACROSSE, B &amp; G</b>		
Varsity Asst.	75%	75%	Varsity	7.5	7.5
Asst. (PT)	30%	30%	Varsity Asst.	72%	72%
Modified	72%	72%	JV	75%	75%
Mod. Asst	60%	60%	Modified	72%	72%
<b>TENNIS, B &amp; G</b>			<b>TRACK &amp; FIELD, B &amp; G</b>		
Varsity	6	6	Varsity	7.5	7.5
Varsity Asst.	72%	72%			
Modified	72%	72%			

Varsity Asst.	75%	75%
MODIFIED	72%	72%

STEP	<u>2009-10</u>	<u>2010-11</u>
1	\$499	\$513
2	\$523	\$539
3	\$543	\$559
4	\$567	\$583

ASSISTANT VARSITY, JUNIOR VARSITY AND MODIFIED ASSISTANT ARE PERCENTAGES OF THE VARSITY COACHES SALARY.

**RECOGNITION OF INTERSCHOLASTIC COACHES**

INTERSCHOLASTIC COACHES WILL BE RECOGNIZED BY THE EMPLOYER EACH YEAR ACCORDING TO THE FOLLOWING PROCEDURE:

- A. THE DISTRICT WILL DETERMINE THE NUMBER OF SEASONS FOR EACH ELIGIBLE INTERSCHOLASTIC COACH. AN ELIGIBLE COACH IS ONE WHO HAS EIGHT OR MORE SEASONS IN THE HAMBURG SCHOOL DISTRICT IN THE SAME SPORT. (ILLUSTRATION: BASKETBALL – BOYS, GIRLS, VARSITY, JUNIOR VARSITY, MODIFIED). HOWEVER, WHEN A COACH HAS SIMILAR INTERSCHOLASTIC SPORTS, THE SEASONS WILL BE COMBINED FOR THE TWO SPORTS AS THOUGH THEY WERE ONE SPORT. (EXAMPLE: INDOOR TRACK AND TRACK; MODIFIED SWIMMING, GIRLS; SWIMMING).
- B. THE COACH WILL BE PAID AT THE END OF EACH SEASON ACCORDING TO THE FOLLOWING POINT SYSTEM:  
 8 OR MORE SEASONS – 1 POINT, 12 OR MORE SEASONS – 2 POINTS,  
 16 OR MORE SEASONS – 3 POINTS  
 1 POINT EQUALS \$108.00.
- C. WHEN HIRING FOR COACHING POSITIONS, THE DISTRICT SHALL CONSIDER NUMEROUS FACTORS, INCLUDING BUT NOT LIMITED TO, CERTIFICATION, COACHING EXPERIENCE, KNOWLEDGE OF A PARTICULAR SPORT, HISTORY OF COACHING WITH THE HAMBURG CENTRAL SCHOOL DISTRICT, COMPATIBILITY WITH VARSITY COACHES, ETC. ADDITIONALLY, HOLDING A POSITION OF EMPLOYMENT WITH THE HAMBURG CENTRAL SCHOOL DISTRICT SHALL BE CONSIDERED IN THE HIRING OF COACHING POSITIONS.

INTRAMURALS

A teacher will be placed on the appropriate step of the Intramural Fee Scale by the Director of Health, Physical Education and Recreation with the approval of the Superintendent of Schools. Any prior service to the District as an intramural coach will be credited on the intramural salary schedule.

	<u>2009-10</u>	<u>2010-11</u>
Step 1	\$20.09	\$20.69
Step 2	\$24.07	\$24.79
Step 3	\$27.90	\$28.74

All extramural sessions when traveling (away) games occur will be paid at the Step 3 rate per session.

**SALARIES FOR ADDITIONAL RESPONSIBILITIES**

	<u>2009-10</u>	<u>2010-11</u>
<b><u>Teacher/Coordinators</u></b>	\$3,753	\$3,866
<b><u>Peer Coach</u></b>	\$3,372	\$3,473
<b><u>Unit Project Coordinators:</u></b>		
AES	\$2,168	\$2,233
BVS	\$1,440	\$1,483
CAS	\$1,440	\$1,483
UPES	\$2,883	\$2,969
<b><u>Team Leader</u></b>	\$1,160	\$1,195
<b><u>Academic Intervention Services, Summer School or Saturday Classes</u></b>	\$35.00/hr	\$36.00/hr
For AIS classes either before or after school, 15 minutes for planning for every 45 minutes of instruction.		
For Summer School or Saturday classes, 1 hour for planning for every 2 hours of instruction.		
<b><u>Facilitators</u></b>	\$1,440	\$1,483
<b><u>School Counselors</u></b>		
Evening hours	\$30.00	\$31.00
Family Counseling Center	\$35.00	\$36.00
<b><u>Curriculum Work:</u></b>	\$26.00	\$27.00
Supervision of district-approved athletic and non-athletic events:	\$23.00	\$24.00
Not to Exceed	\$69.00	\$72.00
<b><u>Web Page Manager</u></b>		
Hamburg High School	\$1,739	\$1,791
Hamburg Middle School	1,688	1,739
Union Pleasant Elem.	1,688	1,739
Armor Elem.	1,159	1,194
Boston Valley Elem.	1,159	1,194
Charlotte Ave. Elem.	1,159	1,194
HOMEWORK ASSISTANCE PROGRAM	\$35.00/HR	\$36.00/HR
SATURDAY DETENTION SUPERVISION		\$36.00/HR
HOMEBOUND INSTRUCTION	\$32.00/HR	\$33.00/HR
FOR HOMEBOUND INSTRUCTION – 1 HOUR PLANNING FOR EVERY 5 HOURS OF INSTRUCTION. INSTRUCTION OUTSIDE THE DISTRICT TO INCLUDE MILEAGE REIMBURSEMENT.		



GRIEVANCE REPORT FORM FOR STEP II

NAME OF GRIEVANT \_\_\_\_\_ DATE FILED \_\_\_\_\_

GRIEVANT'S ASSIGNMENT \_\_\_\_\_ BUILDING \_\_\_\_\_

DATE GRIEVANCE OCCURRED \_\_\_\_\_

DATE INFORMAL CONFERENCE WAS HELD \_\_\_\_\_

NATURE OF GRIEVANCE (This statement should indicate the Article and Section of the alleged violation of the contract.):

ARTICLE \_\_\_\_\_ SECTION \_\_\_\_\_

RELIEF REQUESTED:

EMPLOYEE'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DISPOSITION BY "SUPERVISOR"

SUPERVISOR'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**APPENDIX G**

GRIEVANCE REPORT FORM FOR STEP III

NAME OF GRIEVANT \_\_\_\_\_ DATE FILED \_\_\_\_\_

GRIEVANT'S ASSIGNMENT \_\_\_\_\_ BUILDING \_\_\_\_\_

NATURE OF GRIEVANCE (This statement should indicate the Article and Section of the alleged violation of the contract.):

ARTICLE \_\_\_\_\_ SECTION \_\_\_\_\_

RELIEF REQUESTED:

EMPLOYEE'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DISPOSITION BY "CHIEF SCHOOL OFFICER":

CHIEF SCHOOL OFFICER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

GRIEVANCE REPORT FORM FOR STEP IV

NAME OF GRIEVANT \_\_\_\_\_ DATE FILED \_\_\_\_\_

GRIEVANT'S ASSIGNMENT \_\_\_\_\_ BUILDING \_\_\_\_\_

DATE GRIEVANCE OCCURRED \_\_\_\_\_

NATURE OF GRIEVANCE (This statement should indicate the Article and Section of the alleged violation of the contract.)

ARTICLE

SECTION

RELIEF REQUESTED:

EMPLOYEE'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DISPOSITION BY "BOARD OF EDUCATION":

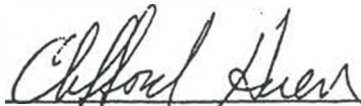
BOARD PRESIDENT'S SIGNATURE \_\_\_\_\_


DATE \_\_\_\_\_

MEMO OF AGREEMENT

GUIDELINES FOR SIXTH CLASS ASSIGNMENT (2/5/02)

- 1) The District will review the Middle School Schedule to see if any supervisory duties can be relieved for those teachers with a sixth class.
- 2) If adjustments can be made from #1 above, the District would try to implement them for the second semester or by the 2002-03 school year.
- 3) In the event of a sixth class possibility:
  - a) If voluntary request by teacher, the principal will consider and make a determination, including the possibility of relieving that teacher from a supervisory duty;
  - b) If a sixth class is necessitated by the District, volunteers would first be solicited. If there are no volunteers, the HTA will be consulted for recommendations. If a sixth class is non-voluntarily assigned, the District will make a reasonable effort to relieve that teacher from a supervisory duty.
- 4) The District reserves the right to require a sixth class assignment but agrees to abide by the above procedures.

  
\_\_\_\_\_  
Clifford Huen, President  
Hamburg Teachers Association

  
\_\_\_\_\_  
Peter Roswell  
Superintendent of Schools



*Pursuing Excellence Through Partnership*

## SETTLEMENT AGREEMENT


Grievance: William Malican

The parties have agreed to resolve the above-captioned matter as provided below:


1. The District agrees to post and fill all summer school positions in the same manner in which it posts and fills positions during the regular school year.
2. The District agrees to discuss and seek input from the Association concerning the organization of summer programs prior to program implementation.
3. The parties have reached an accommodation in resolution of this matter, wherein the Association will withdraw the grievance without prejudice.
4. This settlement shall not be deemed to have created a precedent or established a practice with respect to the interpretation of the collective bargaining agreement.

In witness whereof the parties have executed this agreement the 27 day  
of October 2004.

For the District

  
\_\_\_\_\_  
Dr. Peter Roswell  
Superintendent

For the Association

  
\_\_\_\_\_  
Cliff Huen  
President

Hamburg Administration Building  
5305 Abbott Road  
Hamburg, NY 14075-1699  
Telephone (716) 646-3200 • Fax (716) 646.3209

## MEMORANDUM OF AGREEMENT

Effective November 16, 1998, children (including step-children) of Hamburg Central School District staff will be permitted to attend Hamburg Schools at 50% of the tuition rate. Each school year beginning in September of 1999, that rate will increase at the same rate as the budget percent of increase in May approved by the voters.

### 2010-11 rates

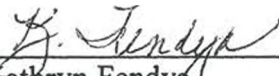
\$1,136.00: K – 5

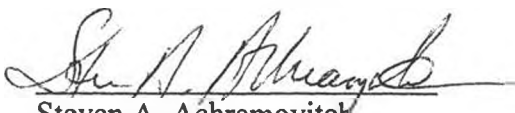
\$1,287.00: 6 – 12

### 2011-12 rates

\$1,171.00: K – 5

\$1,327.00: 6 – 12

  
\_\_\_\_\_  
Kathryn Fendya  
Hamburg Teachers' Association

  
\_\_\_\_\_  
Steven A. Achramovitch  
Hamburg Central School District

