

COLLECTIVE BARGAINING
AGREEMENT

Between

HEWLETT-WOODMERE SCHOOL DISTRICT

and the

HEWLETT-WOODMERE ADMINISTRATIVE AND
SUPERVISORY ASSOCIATION

July 1, 2020 - June 30, 2025

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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, Assistant Principals, Psychologists, School Counselors, Department Chairpersons, Assistant Director for Special Education Services, Grade Level Supervisors, Deans, Assistant Directors, Social Workers, P-12 Chairpersons, Summer School Principal, Summer School Assistant Principal, and all other personnel with administrative and supervisory duties as a major portion of their assigned duties but excluding the Superintendent, Deputy Superintendent, Executive Director for Human Resources, Assistant Superintendents, any positions on the Assistant Superintendent's level in the central office, Executive Director of Special Education Services, Executive Director of Facilities and Operations, Business Administrator, Director of Instructional and Administrative Technology, Director of Health and Safety 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 Objective: 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 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. Credit Union Deduction:

Employees may authorize a deduction from salary and transmission to Jovia; during the school year provided they have first processed the paperwork through Jovia. Upon receipt

of the necessary paperwork from Jovia, 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.

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 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' mailboxes, 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 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. All District and school based chair people will work 5 additional days beyond the work year at no additional compensation. School psychologist will work 3 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, school psychologist or social worker and the building principal. Persons in a 10 ½ month assignment (will work for 10 additional days during July and/or August; and shall be compensated at a daily rate of 1/210th). The 11-month social worker shall work 20 additional days during July and/or August and shall be compensated an additional 10% of the base salary. The 5 or 3 additional days of work to be performed at no additional compensation are over and above the paid additional days of work.

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 All building principals as well as unit members assigned to the high school will attend the high school graduation ceremony in full academic attire without additional compensation unless they have been assigned to supervise the graduates as part of the ceremony. Special consideration will be handled on an individual basis and can only be granted by the Superintendent or designee.

9.11 School counselors, school psychologists and social workers shall work, if needed, up to four (4) evening meetings per school year, at no additional compensation.

9.12 Twelve (12) month administrators who work for the District's Summer Programs shall utilize vacation time (full day and/or prorated) while working in their Summer Program capacity. Twelve (12) month administrators who work a full-day Summer Program shall work to a maximum of one half (1/2) of the total days of the program and receive a prorated stipend attributable to the days worked. Twelve (12) month administrators shall work a five (5) day summer work week.

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 thirty (30) school days following the occurrence giving rise to the grievance or thirty (30) 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 thirty (30) school days of the occurrence giving rise to the grievance. For the purpose of, 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 Executive Director for Human Resources. Such Executive Director for Human Resources 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 (10) school days of the presentation of the grievance to the District. The Executive Director for Human Resources 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) Dennis Campagna;
 - (2) Bonnie Weinstock;
 - (3) Rosemary Townley; and
 - (4) Philip Maier.

ARTICLE XII – SALARIES

- A. Salaries for the following positions shall be paid in accordance with Appendix “A-1 New Hires”:

- 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) Director of Art and Music
- 9) Assistant Director for Special Education
- 10) Dean

However, the District reserves the right to hire new employees at a salary amount that exceeds the minimum indicated for that position.

B. Current Employees:

Employees in the titles set forth in Article XII. A shall be increased as follows:

For 2020-21: a one-time adjustment of \$750 shall be added to the base salaries for Principals; a one-time adjustment of \$500 shall be added to the base salaries for Assistant Principals, Directors and Assistant Directors. After the adjustments are applied, 2% shall be applied to base salaries.

For 2021-22 through 2024-25: 2.5% per year shall be applied to base salaries.

- C. Department Chairpersons, Grade Level Supervisors, School Counselors, and Psychologists will receive compensation pursuant to the teachers' salary schedule plus a stipend as set forth within Appendix "B." For 2020-21: a one-time adjustment of \$250 shall be added to the stipends in Appendix "B" for Chairpersons, School Counselors and Psychologists. After the adjustments are applied, 2% shall be applied to stipends. For 2021-22 through 2024-25: 2.5% per year shall be applied to the stipends. School Counselors shall also receive a rate of 1/210th of their salary for each day of summer work.

- D. The positions of Advanced Placement Testing Coordinator (on site), Advanced Placement Testing Coordinator (off-site), PSAT/SAT/ PACT/ACT Coordinator, Business Advisory Council Coordinator, Social Worker Coordinator, Summer School Principal, and Summer School Assistant Principal shall receive a stipend as set forth within Appendix "B-1." The stipends shall be increased by: 2% effective July 1, 2020; 2.5% effective July 1, 2021; 2.5% effective July 1, 2022; 2.5% effective July 1, 2023; and 2.5% effective July 1, 2024.

For the 2020-21 school year, the stipend for the position of Summer ENL Program Supervisor shall be \$8,908, and such stipend shall thereafter be increased by: 2.5% effective July 1, 2021; 2.5% effective July 1, 2022; 2.5% effective July 1, 2023; and 2.5% effective July 1, 2024. The Summer ENL Program Supervisor shall work four (4) hours per day, except on Wednesdays the work day shall be six (6) hours, and for a total of twenty-six (26) days during the summer months.

For the 2020-21 school year, the stipend for the position of Summer Special Education Program Supervisor shall be \$6,680, and such stipend shall thereafter be increased by: 2.5% effective July 1, 2021; 2.5% effective July 1, 2022; 2.5% effective July 1, 2023; and 2.5% effective July 1, 2024. The Summer Special Education Program Supervisor shall work for three (3) hours per day, for a total of thirty (30) days during the summer months.

- E. The Social Workers (10 months) shall be paid in accordance with Appendix "C." For 2020-21: a one-time adjustment of \$500 shall be added to the base salaries for Social Workers. After the adjustments are applied, 2% shall be applied to base salaries.

For 2021-22 through 2024-25: 2.5% per year shall be applied to base salaries.

Effective July 1, 2021, the District shall reimburse Social Workers up to \$600 per year for coursework taken in connection with the maintenance of the Social Worker's New York State License. Such courses are subject to approval by the Superintendent or designee.

- F. Placement: Placement on the steps of the schedule, when applicable, will continue in accordance with current arrangements and procedure. Initial placement for future appointments of Social Workers will continue to be determined by mutual agreement between the Superintendent and the individual involved. This section shall not be applicable to employees hired on or after July 1, 2016 for the positions listed within Appendix "A-1."

- G. Longevity: Principals, Assistant Principals, Deans and Directors who have served at least one year in their current position and have a combined eight (8) or more years of service in any of these classifications shall receive a longevity stipend in each year of the agreement. Effective July 1, 2020, the longevity payment for Assistant Principals and Deans shall be \$3,378. This longevity amount shall be increased 2.5% effective July 1, 2021, 2.5% effective July 1, 2022, 2.5% effective July 1, 2023, 2.5% effective July 1, 2024.

Effective July 1, 2020, the longevity payment for Assistant Directors, Principals and Directors shall be \$4,611. This longevity amount shall be increased by 2.5% effective July 1, 2021, 2.5% effective July 1, 2022, 2.5% effective July 1, 2023, 2.5% effective July 1, 2024.

- H. Co-Curricular and Extra-Curricular Assignments: The compensation for the 2020-21 work year for the performance of co-curricular and extra-curricular assignments where first preference is given to members of the Hewlett-Woodmere Faculty Association shall not be increased during the term of this contract. The compensation rate is set forth on a Request for Approval of Additional Assignment form that was mutually agreed upon by the parties.

- I. Sunset clause: It is the intention of the parties that this Article XII shall provide for the salaries of the unit members for the five (5) school years covered by this Agreement (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25). 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 2024-25. The only adjustments will be step movements on the 2024-25 salary schedules, if applicable.

- J. Doctorate Degree: Effective July 1, 2012, those unit members not tied to the teacher salary schedule shall receive a one-time increase in his/her base salary of \$2,500 upon the obtaining of a doctorate degree. The increase shall be paid the following July 1st or January 1st, whichever occurs first.
- K. Any Principal or Assistant Principal involuntarily reassigned to another building will receive the higher of either: (1) Maintaining his/her position on the salary scale of the prior assignment; or (2) placement on the corresponding salary scale position of the new assignment.
- L. All retroactive payment of monies under the terms of this contract due to unit members for the period commencing July 1, 2020, 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.

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.

Effective July 1, 2020, the District shall pay seventy-six and one-half percent (76.5%) of the cost of all premiums under the Empire plan option and the member shall pay twenty-three and one-half percent (23.5%) of the cost of all premiums. Effective July 1, 2022, the District shall pay seventy-six percent (76%) of the cost of all premiums under the Empire plan option and the members shall pay twenty-four percent (24%) of the cost of all premiums. Effective July 1, 2023, the District shall pay seventy-five and one-half percent (75.5%) of the cost of all premiums under the Empire plan option and the members shall pay twenty-four and one-half percent (24.5%) of the cost of all premiums. Effective July 1, 2024, the District shall pay seventy-five percent (75%) of the cost of all premiums under the Empire plan option and the members shall pay twenty-five (25%) of the cost of all premiums. The District shall pay the same percentage toward the premium of members selecting the HIP 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 time lines. 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. Effective July 1, 2021, Unit members shall receive a payment (as additional, not base salary) of \$3,000 for each year such option is exercised respecting individual coverage or \$6,000 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, 2009, 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 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.

Unit members selecting this option must notify the District in writing by no later than June 1st for the school year beginning July 1st. Payments shall be made semi-annually (fifty percent (50%) in January and fifty percent (50%) 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 1st of each year shall have thirty (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 30th 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 1st of the prior school year.

Unit members with a change in family status shall have thirty (30) days from the change in family status to waive their health insurance benefits. These unit members shall be eligible for a prorated waiver for the remainder of the school year.

The application of the health insurance buyout is subject to the restrictions for the NYSHIP Plan.

13.2.1 Medicare Reimbursement Part B Reimbursement. Upon exclusion from the coverage of the health benefit plan of supplementary medical insurance benefits for which active or retired unit member or a dependent covered by the health benefit plan is or would be eligible under the federal old-age and survivors and disability insurance program, an amount equal to the premium charge for such supplementary medical insurance benefits for such active or retired unit members and his/her dependent, if any, shall be paid to such active or retired employee by the District pursuant to Civil Service Law Section 167-a.

13.3 Dental Insurance: The District during 2020-21 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 2019-20. The District during 2021-22 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 2020-21. The District during 2022-23 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 2021-22. The District during 2023-24 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 2022-23. The District during 2024-25 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 2023-24.

13.4 Life Insurance: Members of the unit shall be provided with a fully paid \$150,000 group life insurance plan.

13.4.1 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."

13.5 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.

13.6 Retiree Health Insurance: Administrators who are hired on or after July 1, 2010 must work ten (10) years in the District to be vested for health insurance in retirement.

13.7 Part-Time Administrator 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 60 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 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 Executive Director for Human Resources. If permission is granted, the absence report form will be approved with the notation, "Extenuating Circumstances."

13.8.1 Effective July 1, 2021, the revised Absence Report Form and Procedures as attached to this Memorandum of Agreement shall replace the existing Absence Report Form and Procedures and be annexed to the collective bargaining agreement as Appendix "D."

13.8.2 "Immediate Family" as used in Appendix "D" (Absence Report), shall include the unit member's spouse, children, parents, grandparents, grandchildren, 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.

13.9 Sick Leave: Effective until June 30, 2021, 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.)

Effective until June 30, 2021, if a new member was a tenured member of another District bargaining unit prior to entering this unit, such unit member will be granted an initial sick bank of thirty (30) days and receive ten (10) additional days each year, cumulative until such member receives tenure. Upon receipt of tenure, the member will receive unlimited sick leave.

Personal and Family Illness: Effective July 1, 2021, all unit members shall be granted fifteen (15) Personal and Family Illness days per school year, July 1 through June 30. "Family" for purposes of this provision shall be spouse, children, and parents. A doctor's certificate is required for absences of three or more consecutive workdays. Unused Personal and Family Illness days may be accumulated to a maximum of 175 days.

13.9.1 Catastrophic Illness or Injury: Effective July 1, 2021, unit members who have utilized all of their accumulated sick leave pursuant to paragraph 13.9 shall be eligible for absence with pay due to catastrophic illness or injury. The Superintendent of Schools shall make the determination as to whether the employee is eligible for catastrophic illness or injury leave, which decision shall be final. Employees shall be entitled to a maximum of 100 days for catastrophic illness or injury.

13.10 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.

13.11 Vacation Days: All twelve (12) month administrators shall be entitled to twenty-four (24) vacation days per year, 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.

13.12 Child Care Leave: Social Workers, School Psychologists, School Counselors and Department Chairpersons shall be entitled to unpaid 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 1st, they shall also be entitled to an unpaid leave for the next school year. If the child care leave commences after February 1st, the unit member must notify the District by the following June 1st of his/her intent to return to work.

1. Application Procedure:

- a. Social Workers, School Psychologists, School 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, School 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 Executive Director for Human Resources, and subject to said Executive Director's approval, a Social Worker, School Psychologist, School Counselors 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, School 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 1st:

Such writing will also acknowledge that in the event the unit member shall fail to notify the District in writing prior to the above date, his or her failure to act may be deemed a resignation from service as of February 1st. 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.

Those unit members returning from an unpaid leave of absence greater than one-half of their work year shall not advance a step on the salary schedule the following year.

13.13 Personal Leave: Effective July 1, 2021, unit members shall be entitled to four (4) personal leave days annually, three (3) of which may be unspecified. Unused personal leave days at the end of the school year may be carried over to the following school year as unused sick days and included in the maximum accumulation of sick leave of 175 days pursuant to paragraph 13.9.

13.14 Reimbursement of Automotive Expenses: Unit members who use their personal automobile to regularly travel to perform duties in multiple buildings on the same day shall receive reimbursement of \$250 per year.

The Athletic Director shall receive an annual travel stipend in the amount of \$2,000 to fulfill the professional responsibilities of the position, including travel to and from athletic events and

meetings. The Athletic Director shall not receive the abovementioned \$250 reimbursement for travel between District buildings.

ARTICLE XIV - MOVEMENT ON STEPS

Full-time Social Workers 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, dean or director) in their second year of employment.

ARTICLE XV - ADDITIONAL TRAINING OR COURSEWORK

If a department chairperson is offered and accepts an instructional assignment for which the administrator must undergo additional training and/or course work, the District shall pay the cost of such course work, and shall either 1) compensate the department chairperson for the time at the equivalent rate paid for curriculum work; or 2) grant in-service course credit at the department chairperson's election, provided such course work is successfully completed (15 hours of course work = 1 credit); or 3) permit the department chairperson to use any earned graduate credit from the issuing institution for which he/she has paid additional costs over and above those which must be paid for by the District as described above, for purposes of column movement in a manner consistent with the provisions of column movement.

ARTICLE XVI - 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 XVII - 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 XVIII - 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 XIX - 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 XX - 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 XXI - 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 XXII - DURATION

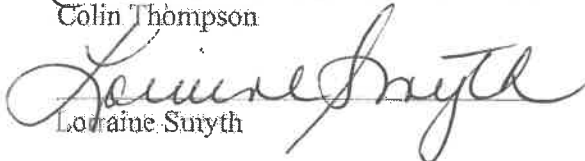
This Agreement shall be effective as of July 1, 2020 and shall continue in effect until June 30, 2025. This Agreement shall not be modified except in writing and signed by both parties.

Hewlett-Woodmere
Administrative and Supervisory Association

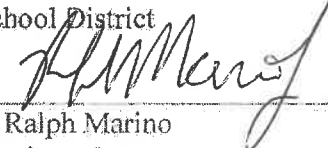
By: 
Cinette Orlando
President


Dr. Dina Anzalone


Colin Thompson


Lorraine Suryth

Hewlett-Woodmere Union Free
School District

 6/17/22
Dr. Ralph Marino
Superintendent

HWASA Salary Guide
Appendix A-1
Effective 7/1/2020 Through 6/30/2025
Minimum Salaries

AD/Other Directors/Assistant Directors	\$	130,800
Director of Art/Music	\$	139,170
HS Principal	\$	165,200
HS Assistant Principal	\$	135,050
MS Principal	\$	154,720
MS Assistant Principal	\$	124,560
ES Principal	\$	141,610
ES Assistant Principal/Dean	\$	121,280

HWASA STIPENDS - Appendix B

		2020-21	2021-22	2022-23	2023-24	2024-25
Dollar Adjustment		\$ 250	\$ -	\$ -	\$ -	\$ -
% Increase		2.00%	2.50%	2.50%	2.50%	2.50%
Position	Code					
P-12 Chairperson	P12	25,221	25,851	26,497	27,160	27,839
Chairperson 6th-12th Grade	20+	22,550	23,114	23,692	24,284	24,891
Chairperson 15 or more	15+	17,299	17,732	18,175	18,629	19,095
Chairperson 10-14	1014	16,259	16,665	17,082	17,509	17,947
Chairperson 5-9	5-9	14,729	15,097	15,474	15,861	16,258
Chairperson 1-4	1-4	11,610	11,900	12,197	12,502	12,815
Guidance Stipend	GUID	10,355	10,614	10,879	11,151	11,430
Psychologist Stipend	PSY	11,744	12,038	12,339	12,647	12,963

HWASA STIPENDS - Appendix B-1						
		2020-21	2021-22	2022-23	2023-24	2024-25
% Increase		2.00%	2.50%	2.50%	2.50%	2.50%
Position	Code					
AP Testing on site	APTC	1,438	1,474	1,511	1,549	1,588
AP Testing off site	APTC	1,651	1,693	1,735	1,778	1,823
PSAT/SAT/ACT/PACT Coordinator	PSAT	6,689	6,856	7,028	7,203	7,384
Social Worker Coordinator	SOWC	3,896	3,994	4,094	4,196	4,301
Summer School Principal	PSS	8,754	8,972	9,197	9,427	9,662
Summer School Assistant Principal	APSS	4,669	4,785	4,905	5,028	5,153
Summer ENL Program Supervisor	SENL	8,908	9,131	9,359	9,593	9,833
Summer Spec Ed Program Supervisor	SSES	6,680	6,847	7,018	7,194	7,373
Business Adv Council Coordinator	BAC	2,776	2,846	2,917	2,990	3,065

HWASA SALARY SCHEDULE

APPENDIX C

Social Workers Salary Scale

	2020-21	2021-22	2022-23	2023-24	2024-25
Dollar Adjustment	\$ 500	\$ -	\$ -	\$ -	\$ -
% Increase	2.00%	2.50%	2.50%	2.50%	2.50%
	2020-21	2021-22	2022-23	2023-24	2024-25
1	94,578	96,943	99,367	101,851	104,397
2	96,218	98,623	101,089	103,616	106,206
3	97,863	100,309	102,817	105,388	108,022
4	99,507	101,995	104,545	107,158	109,837
5	101,151	103,680	106,272	108,929	111,652
6	102,794	105,363	107,997	110,697	113,465
7	104,714	107,332	110,015	112,766	115,585
8	106,358	109,017	111,743	114,536	117,400
9	108,002	110,702	113,469	116,306	119,214
10	110,460	113,221	116,052	118,953	121,927
11	110,460	113,221	116,052	118,953	121,927
12	110,460	113,221	116,052	118,953	121,927
13	110,460	113,221	116,052	118,953	121,927
14	110,460	113,221	116,052	118,953	121,927
15	113,795	116,640	119,556	122,545	125,609

HEWLETT-WOODMERE UNION FREE SCHOOL DISTRICT
ADMINISTRATOR ABSENCE REPORT

NAME (print) _____
SCHOOL _____

DATE(S) OR PERIODS OF ABSENCE _____

DIRECTIONS: (See back of form for additional information.) Check the appropriate reason for absence and submit this form (to your Immediate Supervisor; or, if you are a Building Principal, to the Superintendent of Schools) within 24 hours of member's return to work. When reason for absence involves a matter of extreme confidentiality, please contact the Executive Director for Human Resources.

I. Personal and Family Illness: Fifteen (15) days per year may accumulate to a maximum of 175 days. Attach note from doctor for absences of 3 consecutive school days or more.

II. Childbirth tenured _____ Childbirth non-tenured _____ Adoption/Surrogate
Date of baby's birth/adopted _____ (Attach documentation)

III. Bereavement (up to 5 days absence with pay for each incident):
_____ Death in the immediate family _____ (relationship)

IV. Personal Leave: A maximum of 4 days per year (3 of which may be unspecified) will be allowed with pay, not to be used to extend a scheduled vacation. Advance notice, whenever possible, shall be given. Unused personal leave at the end of a school year may be carried over for use as part of the Personal and Family Illness accumulation, the total of which may be 175 days.

V. Jury Duty (attach summons or court documentation)

VI. Vacation

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

Unit Member's Signature _____ Date _____

Supervisor's Signature _____ Date _____

Revised 5/7/21

HWASA ABSENCES

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

Personal and Family Illness. A doctor's certificate is required for absences of three consecutive school days or more.

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.

Death in the Immediate Family. Five days absence with pay is allowed for each death in the immediate family. Immediate family includes 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 members of his/her household.

Personal Days. A maximum of 4 days per year (3 of which may be unspecified) will be allowed with pay, not to be used to extend a scheduled vacation. Specified may include such reasons as driving examination for license, attending graduation, religious, wedding ceremonies (other than immediate family), birth of a grandchild, childcare emergency, automotive theft, accident, or non-functioning vehicle, failure of public transportation, emergency home repairs or fire in the home.

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

