January <u>9</u>, 2019 MEMORANDUM OF AGREEMENT BY AND BETWEEN THE GARRISON UNION FREE SCHOOL DISTRICT AND

THE GARRISON TEACHERS' ASSOCIATION FOR THE PERIOD JULY 1, 2018 - JUNE 30, 2021

The Board of Education of the Garrison Union Free School District ("District") and the Garrison Teachers' Association ("Association") hereby enter into this Memorandum of Agreement in complete and final settlement of all issues proposed and negotiated for the July 1, 2018 to June 30, 2021 successor collective bargaining agreement to the July 1, 2015 - June 30, 2018 collective bargaining agreement. The terms of this Memorandum of Agreement shall not become effective unless and until they are approved by the Board of Education of the School District ("Board") and ratified by the members of the Association. All provisions of the July 1, 2015 - June 30, 2018 collective bargaining agreement between the parties shall be continued unless specifically modified by this Memorandum of Agreement.

- 1. **Article VI, Teaching Load, B, Class Size:** Add: The Superintendent will meet with members of the Association to discuss concerns regarding class size.
- 2. **Article VII, Teacher Relief,** clean up this provision to provide:

Teachers will be relieved of all the following duties:

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- 1. Supervision of cafeteria during lunch periods.
- 2. Collection and accounting of lunch money.
- 3. As far as possible, the duplication of teaching materials, provided that teachers schedule the work a minimum of two (2) working days in advance of its intended use.
- 4. Morning bus duty, except when it is necessary to guarantee the safety and good conduct of the pupils.
- 5. Whenever possible, teachers will monitor hallways when students are changing classes.
- 6. Nurses: Article VII shall not apply to nurses employed by the District.
- 3. Article IX, Leave Plans, B, Sick Leave: Clarify that the following terms are defined as:

Illness Report - Internal form used to report a medical absence.

Medical Report - A note from the employee's health care provider, explaining the need

for a medical absence.

Medical Certificate - Clearance or return to work note from the employee's treating health

care provider, verifying he/she is able to return to work and fulfill

his/her duties.

4. Article IX, Leave Plans, E, Extended Leave:

Replace Paragraphs 1 and 2 of this provision with the following and renumber subsequent paragraph:

- 1. Maternity-Child Care Leave:
- a. Up to two (2) years of leave related to the birth of a child shall be available per the following conditions:
 - (i) Effective for children born on or after July 1, 2019, up to twelve (12) calendar weeks of paid leave, beginning no earlier than the date the employee is placed on medical leave by her physician and no later than the date of birth, will be available to bargaining unit members. Such time will be paid only if the employee has accumulated leave and only between the first and last work day of each school year. (Paid leave is not available over the summer months). Sick bank may not be used for this purpose.
 - (ii) Nothing in the above section (i), restricts an employee's right to paid leave should her disability extend beyond the twelve (12) weeks provided for herein. If an employee is put on bed rest prior to the birth of her child, she is still entitled to pay, if sick time is available, for all pregnancy related disability after the birth. In sum, the right to use paid leave is for twelve (12) weeks or until the employee is no longer disabled, whichever occurs later.
 - (iii) Up to the remainder of two (2) years as unpaid child care leave.
 - (iv) While 2 years includes both paid and unpaid leave, only unpaid leave is available for the adoption of a child and only for a pre-school aged child.
 - (v) For children born before July 1, 2019, employees may use all available sick leave in the first year of their birth for the purpose of both disability and child care leave.
- b. Any leave beyond the 12 weeks provided in "a" above, must continue for the duration of the school year in which such leave commences, and at the option of the employee may extend for another full year. Requests for such leave shall be made in writing as early as possible before the leave is to commence, but no later than one hundred twenty (120) days prior to commencement of leave. Notification of the intent to extend the leave into a subsequent school year must be received in writing by March 1st prior to the extension year requested. In the event March 1st falls before the birth of the child, notification of intent to extend the leave into a second school year must be received in writing no later than six (6) weeks after the birth of the child or actual custody of a child in case of adoption. Said leave may be further extended by mutual agreement. The employer may, upon request of the teacher, teaching assistant, or nurse, terminate said leave earlier than described above.

5. Article XI, Compensation: (see attached)

Keep 16 steps and increase the salary schedule by 1%, for the 2018-19, 2019-20 and 2020-21 school years, as attached.

Off Step Increases:

Teachers who were on step 16 in the 2017-18 school year, shall receive an additional \$1,000 for the 2018-19 school year, added to their step 16 salary.

Teachers who were on step 16 in the 2018-19 school year, shall receive an additional \$1,000 for the 2019-20 school year, added to their step 16 salary.

Teachers who were on step 16 in the 2019-20 school year, shall receive an additional \$1,000 for the 2020-21 school year, added to their step 16 salary.

These amounts shall be in addition to the "off step" teacher's base salary but shall not continue to be paid past the 2020-21 school year. Moreover, teachers reaching step 16 during the 2020-21 school year and beyond shall not be entitled to this payment.

Retro pay will be made no later than the 3rd payroll after ratification by both parties

6. Article XI, Compensation, A(8), Longevity:

Increase each longevity stipend by \$150, effective July 1, 2018.

Add additional longevity of \$4,000 upon the completion of 27 years of service.

Effective for the 2019-20 school year and thereafter, employees may decide to receive longevity in either a "lump sum" or spread out equally over the course of the subsequent school year. Determinations must be made no later than June 1st for the subsequent school year. If no determination is made, the longevity shall be paid in the same way it was the year before or, if it is the employee's first year of eligibility, then it will be paid in a lump sum. Lump sums shall be paid no later than September 30

Retro pay will be made no later than the 3^{rd} payroll after ratification by both parties

7. Article XI, Compensation, A(9), Nurses:

Nurses will be compensated at the rate of 80% of the teachers' BA Salary Lane. Placement shall begin at Step BA2 and shall progress to no more than Step **BA10.** Longevity will be paid at 80% of the teachers' longevity.

Retro pay will be made no later than the 3^{rd} payroll after ratification by both parties

8. Article XI, Compensation, B(1), Extra Duties:

Trips beyond the regular school day (does not include 8^{th} grade advisor) - \$31/hour not to exceed \$186

Add: Student Government \$750

Increase all extra duty pay by 1% per year for the 2018-19, 2019-20 and 2020-21 school years, as attached.

Retro pay will be made no later than the 3rd payroll after ratification by both parties

9. Article XII, "GTA Benefits", is hereby amended as follows:

A. Health Insurance

1. Employees who participate in the District sponsored health insurance plans shall contribute the following percentage of the premiums for family or individual plans as chosen by them, in the following school years:

2018-19	13.00%
2019-20	13.25%
2020-21	13.50%

The District shall pay the remaining premium amounts, except that HMO payments will not exceed the cost of the District's plan.

- **10. General:** Amend all references to "the Superintendent" to "the Superintendent or his/her designee".
- 11. Article XVI (A), Duration and Scope of Agreement, is amended to reflect that the successor agreement shall be of three (3) years duration, commencing on July 1, 2018 and expiring on June 30, 2021.

FOR THE DISTRICT

Laura Mitchell

Superintendent of Schools

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School Business Administrator

FOR THE ASSOCIATION

Deborah Earle

President, Garrison Teachers' Association

Kevin Keegan

Sperce

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