

**NEW ROCHELLE CSD**  
**FUSE NEGOTIATIONS**  
**DISTRICT REVISED PROPOSALS**  
**November 16, 2020**

1 **FINANCIAL**

a. **New salary schedule:**

*Create new 30 step salary schedule with equal incremental values between steps and no increase to the top step salary (other than agreed upon general wage increase); **OR** increased health insurance premium contribution*

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b. **Service increment:** 22+ years receive 3.5% of step 20 annually.

*Convert to current flat dollar amount and eliminate link to salary schedule.*

2. **BENEFITS**

a. **Health Insurance Premium Contribution:** Current is 15% or 10% based upon salary.

*Increase to 20% and 15% for the duration of the Agreement; **OR** new salary schedule*

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b. **Retiree health insurance:**

1) *Increase service time requirement to 15 years for new hires (currently 5 years).*

2) *Clarify that unit members must retire from the District directly into TRS. Clarify intent of current language: "Employee must work 5 consecutive years leading into retirement".*

3) *In the absence of emergency medical situation staff members must retire effective June 30<sup>th</sup> and provide notice by January 1<sup>st</sup> in order to be eligible for health insurance in retirement; **OR** Notice for Accumulated Sick Leave*

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c. Health Insurance Plan:

*Create negotiations sub-committee to review impact of potential unilateral change to Excelsior Plan.*

d. Accumulated Sick Leave Payout: Contract currently allows for resignation for purposes of retirement effective at end of school year (March 1 notice date) OR end of first semester break (October 1 notice date).

*In the absence of emergency medical situation must retire effective June 30<sup>th</sup> and provide notice by January 1<sup>st</sup> in order to be eligible for benefit; **OR** Notice for Health Insurance in Retirement*

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e. Abolition of position: Those with 15+ years of service receive 1 years' salary as severance pay. SRP up to 3 ½ months' severance pay.

*Eliminate for new hires.*

3. **LEAVE TIME (PAID AND UNPAID)**

a. Paid Leave Time:

1) Sick Leave (includes bereavement, family illness, and personal leave)

Current:

1-3 years: 10 days; 4 and 5 years: 15 days; 6+ years: 20 days.

*Reduce for new hires as follows:*

*1-3 years: 10 days; 4 and 5 years: 12 days; 6+ years: 15 days.*

2) Unspecified (No-Reason) Personal Days: 40 sick days accumulated = 2 no-reason PLDs; 80 sick days accumulated = 3 no-reason PLDs; 180 sick days accumulated = 5 no-reason PLDs. Notification to the Supt. still required; all other procedures and practices still apply; does not increase the allowance

of 6 total PLDs per year; prior approval from supt. required for more than 3 consecutive no-reason PLDs.

*Eliminate all no reason days*

- 3) Assaults: On the job injury in the event of assault permits up to 15 months paid leave not chargeable to leave accruals.

*Eliminate but staff members still would be eligible for "Compensation Leave".*

**b. Attendance Review Policy:**

*Implement 4 stage procedure for disciplining employees for attendance abuse, inclusive of excessive use. All initial decisions to be made by the Assistant Superintendent for Human Resources or his/her designee. For Stages 1-3 "abuse and/or excessive use" shall be determined by the District in its sole discretion. Decisions through Stage 3 to be appealable to the Superintendent of Schools whose decision will be final and binding upon the parties. Said determinations shall not be reviewable in any forum, including the parties' grievance procedure. Stage 4 to be subject to expedited arbitration with the "Loser of Arbitration" being responsible for any and all costs associated with the arbitration, with the exception of legal fees or fees associated with expert testimony. Loser of Arbitration shall be defined as follows: a) for the District a complete finding of no discipline for the employee; b) for the FUSE, a finding of the maximum penalty that the arbitrator is authorized to issue. If there is no "Loser of Arbitration", as defined above, the parties shall equally split the cost of the arbitrator.*

**Stage 1:** *Culminates in a counseling letter.*

**Stage 2:** *The District may unilaterally impose a penalty of a letter of reprimand.*

**Stage 3:** *The District may unilaterally impose the following penalty and/or penalties: a) a letter of reprimand; and b) require the unit member to submit a doctor's note to the District for every absence and/or provide the specific reason for use of personal leave to the District for a defined period of time (up to 12 months).*

**Stage 4:** *The District may unilaterally impose a six (6) month suspension without pay or the equivalent in a fine payable by the unit member over 6 months. For the purposes of this paragraph, if a unit member has been the subject of Stages 1, 2 or 3 of this process and thereafter goes twenty-four (24) months after the end of that stage without moving on to another stage or the District proceeding to other disciplinary action against that member, then the next action that the District may invoke against that unit member is Stage 1 of this process.*

*For purposes of this section, "abuse and/or excessive use" shall include, but not be limited to:*

1. *Consistent use of sick or personal days immediately before or after a weekend;*

2. *Consistent use of sick or personal days immediately before or after an individual holiday and/or recess period (more than 1 day);*
3. *Regular pattern of use of sick or personal days on a specific day of the week;*
4. *Excessive use of sick days (9 or more per year for more than one year except for catastrophic or long term illnesses supported by appropriate medical certificate(s));*
5. *Misuse of sick and/or personal leave (unit member to be provided with notice and opportunity to be heard).*

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c. Child Care Leaves:

1) *Establish one notice period for leaves of absence for child care purposes (3 months; to be provided in all cases with the exception of medical emergencies; not to include July and/or August) inclusive of: 1) use of up to 6 or 8 weeks of sick leave for childbirth; 2) up to 12 weeks FMLA; and 3) unpaid child care leave. Employees must advise District of the total length of their leave of absence (not to exceed the maximum time period set forth in the CBA for child care leaves (semester of birth plus 3 additional semesters) at the time initial notice is given, subject to medical emergencies.*

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2) *Four months' notice (not to include July and/or August) to be provided in all cases with the exception of medical emergencies.*

3) *Maximum unpaid child care leave time to be limited to semester of birth plus 3 additional semesters.*

4) *Staff member must provide six months' notice (not to include July and/or August) of their return to work, which must occur at the beginning of a semester. Failure to provide said notice in the absence of a medical emergency shall be deemed a resignation. Waiver of said notice and/or early return shall be at sole discretion of the administration.*

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5) *Eliminate advance of days if do not have enough sick leave time.*

6) *Staff member must return to work for 1 year before being eligible for another child care leave. Affected staff member will still eligible for 6 or 8 weeks leave due to ordinary disability during the 1 year time period.*

d. Union Release Time:

Reduced teaching schedule/workday for 1) President; 2) Grievance Chair; 3) Negotiating Chair; 4) Executive Vice-President; 5) Welfare Fund administrator; 6) SRP Vice-president.

*Eliminate release time for all except FUSE President. Require FUSE to reimburse District for one-half of President's release time.*

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4. SCHOOL RELATED PERSONNEL

a. Summer Hours: July, August and recess periods work 1 hour less.

*Eliminate for Custodians/Grounds/Maintenance*

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b. Due Process Rights

*Eliminate binding arbitration for discipline for new hires. Section 75 only.*

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*Eliminate ability to challenge District's imposition of following disciplinary penalties for current staff: 1) 30 day unpaid suspension; 2) Fine of up to \$100; 3) Letter of Reprimand. Employees will have the ability to appeal to Superintendent of Schools. Superintendent's decision is final and binding.*

5. OPERATIONAL

a. SECONDARY DUTY PERIOD

Middle School Class Coverages and High School Duty Period provisions: **2019/20 provisions expired 6/30/20.**

*In lieu of the above, during the designated duty period, unit members assigned to the secondary schools shall be required to perform the following District directed work and/or assignment(s) during 50% of the existing duty period(s) per cycle:*

- 1) *Supervision of Study Halls;*
- 2) *Mini-Lunch Group Supervision;*

- 3) *Supervision of In School Suspension Rooms;*
- 4) *Hall Duty;*
- 5) *Office Hours for extra help (in addition to current requirement);*
- 6) *Class Coverages (up to 4 per year with no additional compensation; 5 or more per year to be paid at Summer School Teachers Hourly Rate; voluntary first and then involuntary [see current MS Duty period language]).*

*Discuss submission of menu of preferences each year to guide Principal's decision.*

*For the remaining 50% of the existing duty period(s) per cycle: Class Coverages (up to 4 per year with no additional compensation; 5 or more per year to be paid at Summer School Teachers Hourly Rate; voluntary first and then involuntary [see current MS Duty period language]).*

*The Principal may request volunteers to perform Class Coverage(s) at the Summer School Teachers' Hourly Rate during a prep period (up to 4 per year with no additional compensation; 5 or more per year to be paid at Summer School Teachers Hourly Rate).*

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### b. APPR/Evaluation and Observation of Staff:

*APPR negotiations sub-committee to be created to discuss or negotiate revisions/clarifications, including but not limited to:*

- 1) *Domain 4 and automatic highly effective score. Willing to discuss/review but not a negotiable item. FUSE previously advised that District has reverted to existing APPR filed with SED*
- 2) *"Holistic" approach to scoring within domains. Willing to discuss/review but not a negotiable item. FUSE previously advised that District has reverted to existing APPR filed with SED*
- 3) *Address number of announced and unannounced observations and how scores are weighted (current is 90/10).*
- 4) *Eliminate notice for unannounced observations; currently must still provide a 10 day "notice window"*
- 5) *Address assessments*
- 6) *Lesson Plans: The Building Principal shall have the right to request the production of lesson plans from teachers to ensure appropriate planning for the delivery of instruction. Said lesson plan is not required to be in a particular format with the exception that the plan must include an aim/objective/goal of the lesson as well the manner in which the teacher plans to meet the aim/objective/goal. The requested lesson plan must be produced upon request with the understanding that this provision will not be utilized/implemented in an arbitrary and/or capricious manner*

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7) Review/Discuss Appeals Process

**NOTE: ITEMS 3, 4, 5 AND 7 ABOVE TO BE DISCUSSED IN APPR COMMITTEE MEETINGS**

c. Workday:

*Eliminate specific start and end times for specific schools set forth in the CBA. The workday shall be 7 hours and 20 minutes, between the hours of 7:30 am and 4:30 pm for all staff in all buildings.*

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d. School calendar:

*Eliminate applicable language regarding the creation of the school calendar and replace with the following:*

*The Board and FUSE agree to negotiate concerning the school calendar within the limitations imposed by law and the requirements of an effective school system. Moreover, in the event the District needs to revise the school calendar, the District will negotiate with FUSE with respect to any changes made to the calendar. In the event any such negotiations do not result in agreement, the District may implement its decision unilaterally.*

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e. Disciplinary meetings:

Delete current language and replace with the following:

*The District shall notify unit members' of their right to union representation prior to any meeting with the administration that may lead to discipline. The District shall make every effort to provide 2 days' notice to the unit member to the extent practicable.*

f. Class size: BOE agrees to maintain present class size policy.

*Delete language as no such policy currently exists*