

CONTRACT

This Agreement is entered into on April 16, 2019 by and between the FEDERATION OF CATHOLIC TEACHERS (hereinafter sometimes referred to as the “Union”), the “FCT” or the “Federation”) and La Salle Academy (hereinafter sometimes referred to as the “School or the “Employer”).

WITNESSETH.

WHEREAS, the Union and the School recognize and declare that providing a quality education for the children who attend is their mutual aim; and

WHEREAS, the Union recognizes the nonprofit nature of the School Community, that it is largely a non-tax supported school, primarily dependent upon tuitions and free will offerings of the people and that, accordingly, it is not comparable in its funding to a tax supported system; and

WHEREAS, the total faculty consists of lay, priest and religious teachers and that, where negotiations of terms and conditions of employment for lay teachers could affect priest and religious teachers in any way, the Union acknowledges the right of the School to consult with the priest and religious teachers and with their religious superiors; and

WHEREAS, the Union recognizes the uniqueness of the School in that it is a Roman Catholic school committed to providing exemplary academic education that integrates Catholic teachings and to supporting parents who have chosen Catholic education for the formation of their children in the faith; and

WHEREAS, the School recognizes the importance of the lay teachers employed by the School and covered by this Agreement as qualified educators whose contributions to the educational policies and programs are valued; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE I
RECOGNITION**

- A. Pursuant to a certification in Case No. CU-6382 of the New York State Labor Relations Board, the School hereby recognizes the Union as the exclusive representative, for the purposes of collective bargaining, of all full-time and regular part-time lay teachers, guidance counselors and librarians employed by the School but excluding all other employees (including but not limited to members of the Christian Brotherhood and those in discernment and/or formation therewith).
- B. Unless otherwise indicated, the term “teacher,” when used in this Agreement, shall refer to all professional employees covered by this Agreement and described above and references to one sex shall be deemed to include the opposite sex.
- C. The term “School” or “Employer” shall refer to the School and its officially designated representatives.

**ARTICLE II
STATEMENTS OF POLICY**

- A. The School has the inherent and sole right to administer the school.
- B. The School reserves all rights to administer the school except those rights specifically yielded by the terms and conditions of this Agreement.
- C. The School reserves all rights to implement, publish and enforce all rules, regulations, policies and procedures not in conflict with the specific terms and conditions of this Agreement.

**ARTICLE III
MATTERS NOT CONTAINED IN THE AGREEMENT**

- A. The parties to this Agreement stipulate that all items presented for negotiations have been discussed during the negotiations leading to this Agreement, and therefore, agree that throughout the period of time prior to reopening of negotiations as provided for hereinbelow, negotiations will

not be reopened on any item whether contained herein or not, if discussed during negotiations.

- B.
 - 1. The School agrees to meet and discuss with the Union on changes in working conditions contemplated by the employer which constitute mandatory subjects of collective bargaining and which affect all teachers in the school prior to the implementation of said changes.
 - 2. Normal educational, administrative and other directives and bulletins issued by the School of the Superintendent of Schools and other appropriate offices not in conflict with the express terms and conditions of this Agreement are specifically excluded from this Section.

ARTICLE IV PAST PRACTICES

Except as specifically provided to the contrary herein, all previous agreements between the school and the Union and/or a teacher shall be superseded by this Agreement.

ARTICLE V GRIEVANCE AND ARBITRATION

- A. It is the declared intention of the parties to make a sincere and determined effort to settle all alleged grievances on a voluntary and informal basis and the specific limitation of this Section to alleged violations of express terms or conditions of this Agreement is not intended to preclude discussion between the Union and the School at each level on matters of mutual concern.
- B. The parties to this Agreement, both on the Employer/Teacher level and on the School/Union level, are permitted and encouraged to meet and discuss informally any alleged violation of this Agreement. At this stage of the Grievance and Arbitration procedure, where the teacher is the aggrieved party, he/she may take the matter up directly with his/her School or he/she may have the assistance of the Union in doing so. Should the parties be unable to resolve the alleged violation in an informal manner, the formal Grievance and Arbitration procedure described hereinunder shall be available to either party. When a teacher seeks to invoke the formal Grievance and Arbitration procedure, the

teacher must submit his/her alleged grievance to the Union which will have the sole responsibility and discretion for processing the grievance complaint.

- C. The parties expressly agree that the statements made during the informal discussions referred to hereinabove may not be quoted by the opposing party during the formal proceedings. (This provision is not intended to preclude the use of this information if it is obtained from other sources or on another occasion or to diminish the substantive rights of the aggrieved party.)
- D. A teacher shall have the right, upon request to the School, to have a representative present at an investigatory interview. The exercise of this right may not interfere with legitimate employer prerogatives and the School has no duty to bargain with any union representative who may be permitted to attend the investigatory interview.
- E. Notwithstanding any procedures used by the parties during the informal stage referred to hereinabove, the parties agree that the formal Grievance and Arbitration procedures contained herein must be strictly adhered to by the complaining party and that any violation of these time limits shall, in and of itself, constitute good and valid grounds for the dismissal of the formal grievance complaint.
- F. Should there be an unresolved allegation of a violation of an express obligation under a term or condition of this Agreement, the procedure shall be as follows:

Step 1: The complaining party shall submit to the other party a written statement describing said violation and citing the section of this Agreement, by Article Number or Title heading, which expressly contains the term or condition alleged to have been violated. The grievance will be deemed waived, and the complaining party will be barred from filing a grievance, unless said written statement is submitted to the other party within:

- a. during the school year, ten (10) school days after the act or condition upon which the grievance is based was known, or should have been known, to the complaining party;
- b. during the summer break, fifteen (15) week days after the act or condition upon which the grievance is based was known, or should have been known to the complaining party.

c. Subject to the foregoing time limitations, in no event may the grievance be submitted beyond six (6) months after said act or condition occurred. For purposes of this provision, the Union will be deemed to know of said act or condition at such time as a grieving teacher knew or should have known of said act or condition. Where the School is the grievant, it will be deemed to know of said act or condition at such time as the President and/or Principal knew or should have known of said act or condition.

Step 2: If the complaint is not satisfactorily resolved within seven (7) school days [or seven (7) week days during the summer], after receipt of said written notice, the complaint shall be referred, within five (5) school days [or five (5) week days during the summer], to a Grievance Committee composed of at least one representative of the School Administration and of the Union respectively. Should an agreement satisfactory to both parties not be reached within ten (10) school days [or ten (10) week days during the summer] after receipt of the aforesaid notice, the complaint may be submitted to arbitration by an impartial arbitrator listed in Article XII hereinbelow.

- G. If no mutual selection of an arbitrator is obtained within ten days from the date of the submission of the grievance to arbitration, the selection of the arbitrator and the arbitration shall be conducted under the panel selection rules of the American Arbitration Association.
- H. The decision of the Arbitrator shall be final and binding upon both parties and the award of the Arbitrator may be confirmed by any court having jurisdiction thereof. The Arbitrator's fees and administrative costs of the arbitration shall be shared equally by the parties to this Agreement.
- I. The time limits provided for in this Article may be extended by the mutual written agreement of the parties hereto.

ARTICLE VI
ANNUAL AGREEMENT OF EMPLOYMENT

- A. To the extent practicable, a School who determines to hire a teacher for the first time shall provide said teacher with a copy of the contract in effect between the Union and the

School before said teacher signs the Annual Agreement of Employment incorporated herein by reference.

- B. Where a teacher and a School mutually agree to renew the teacher's Annual Agreement of Employment for the following school year, the School shall offer said Annual Agreement of Employment on or before May 15th. The teacher shall accept such offer on or before May 31st.
- C. A teacher who is not returning to his/her teaching assignment for the following school year must notify his/her School in writing not later than the preceding May 15th.
- D. If the School determines not to renew a teacher's Annual Agreement of Employment for the following school year it shall notify said teacher in writing not later than the preceding May 15th.
- E. The School shall forward to the Federation of Catholic Teachers on or before October 30th of each school year, the names, addresses and, upon authorization of the teachers, home phone numbers and e-mail addresses of faculty members covered by this Agreement. In addition, the School shall submit to the Union a supplemental list by February 1st of each school year, listing the names with the same information required above for any teachers covered by this Agreement and newly hired after the submission of the November 1st mailing.
- F. The School shall provide to the Union by June 15th a copy of all Annual Agreements of Employment entered into by the preceding May 31st for the following school year. Copies of any Annual Agreements of Employment entered into after May 31st and not provided to the Union by the School by June 15th shall be provided to the Union within five days of the teacher's acceptance of the Annual Agreement of Employment.

ARTICLE VII TEACHING ASSIGNMENTS

- A. Teachers shall be informed of teaching positions open in the School for the following school year on or before June 1st,

where said openings are known to the School on or before May 31st.

- B. To the extent practicable, a President/Principal and/or Department Chair shall consider a teacher's preference for a teaching assignment for the coming school year when said preference is submitted in writing between May 1st and May 31st.
- C. Except in extreme cases or due to circumstances beyond the control of the Employer, subject area teaching assignments for the coming school year shall be provided to each teacher by July 31st.
- D. In the event that a change in a teacher's teaching assignment is made as per paragraph C above, the affected teacher will have up to ten (10) calendar days to request a meeting with the President/Principal to discuss said change. It is understood that the affected teacher shall immediately perform the assignment and that the ultimate decision as to whether or not the assignment remains in effect will be at the sole discretion of the President/Principal and shall not be subject to another review or to the Grievance and Arbitration provisions of this Agreement.—The decision of the President/Principal concerning annual teaching assignments of non-tenured teachers and tenured teachers with less than ten (10) years of service in the School shall be final and binding and not subject to review or to the Grievance and Arbitration provisions of this Agreement.
- E. In the event that a tenured teacher with ten (10) or more years of service in the School wishes to protest a proposed reassignment, such claim must be made in writing to the President/Principal. The decision of the President/Principal shall be final and binding and not subject to another review or to the Grievance and Arbitration provisions of this Agreement.

ARTICLE VIII CLASSROOM OBSERVATION

- A. Teachers, during their first full year of employment, shall be observed at least twice during the first semester and at least

once during the second semester by the President, Principal, Assistant Principal and/or Department Chair.

- B. After a teacher's first full year of employment, each teacher shall be observed at least once a semester by the President, Principal, Assistant Principal or Department Chair.
- C. Each report shall be based on a classroom observation of a reasonable length of time following a prior discussion between the designated observer and the teacher. The observation should be scheduled with at least five (5) days notice unless a shorter period is mutually agreed upon. Unless not practicable, the observer and the teacher shall discuss the pre-observation form for the classroom visit in advance of the observation.
- D. The teacher shall receive a copy of the entire written observation report and a mandatory post-observation conference will be held within fifteen (15) school days after each observation before the teacher signs said report at said meeting. Should the teacher so desire, he/she may request a follow-up observation at said meeting. A teacher may opt to attach a separate rebuttal or add additional comments to the report.
- E. Consideration shall be given to the teacher's classroom program when scheduling classroom visits. When scheduling the observation, the President, Principal, Assistant Principal and/or Department Chair shall select the date and time thereof.
- F. For purposes of completing the Annual Professional Performance Appraisal, the School will use the for it deems appropriate.

ARTICLE IX TEACHER PERFORMANCE FILE

- A. Effective upon execution, a file shall be maintained in the School containing the record of said teacher's performance in the school. A teacher's Performance File shall include but not be limited to the following material:
 - 1. Formal reports, of his/her teaching performance in the school.

2. A signed resume of professional accomplishments, commendations and acknowledgements.
 3. A summary of absences and latenesses per year.
 4. A record of total accumulated sick leave.
- B. A teacher shall have the right to examine his/her file upon request to the President/Principal and to review and make copies of any documentation included therein which has been relied upon by the School in taking any disciplinary action against the teacher. The reproduction of any documents covered hereby shall be at the teacher's own expense and completed by either the teacher or by the School President/Principal, at the President/Principal's discretion
- C. A teacher shall have the right to review, sign and/or attach a signed rebuttal to all material prior to its being placed in his/her Performance File.
- D. Should a teacher feel that material included in his/her Performance File is inaccurate and/or inappropriate and should be removed, he/she may, within five days of being notified that said material will be inserted in his/her file, file a written request with the President/Principal that said material be amended and/or removed. Should the Principal or President determine that the material in question is inaccurate and/or inappropriate, he/she shall direct the school to amend and/or remove said material. The decision of the President/Principal concerning said request shall be final and binding and shall not be subject to review or appeal according to the provisions of Article V (Grievance and Arbitration).
- E. Should a teacher decline to sign an evaluation of his/her teaching performance within ten days after the presentation of said evaluation, the President/Principal may insert the evaluation in the teacher's file without further delay provided he/she includes a written statement from a witness that the evaluation has been presented to the teacher for his/her signature.

ARTICLE X
TENURE

A.1. For purposes of this Agreement tenure shall be defined as: “A guarantee given teachers that their employment shall continue so long as the service they render remains satisfactory and that the school shall follow a predetermined procedure if there is cause for dismissal.”

2.a. A full-time faculty member who has completed four (4) consecutive complete school years and who possesses and maintains his/her Permanent/Professional New York State High School Certification and a Master’s Degree in their subject area, and who is offered reemployment in writing for a fifth or more year in the School shall be designated a Tenured Teacher and shall not be discharged or disciplined except where good reason has been shown. (Teachers who have not been granted tenure prior to September 1, 2019, have to earn their Certification and Master’s Degree within four (4) years from date of hire or from the effective date of this Agreement, whichever is later, subject to non-renewal for failing to do so.)

b. For full-time faculty members who teach in a discipline in which no New York State Certification is available, in order to obtain tenure, they must complete four (4) consecutive complete years of school; possess and maintain a Master’s Degree in their subject area; complete an accredited Professional Development every four (4) years and be offered reemployment in writing for a fifth or more year in the School. Teachers in this category who have not been granted tenure prior to September 1, 2019, have to earn their Master’s Degree and complete the required Professional Development within four (4) years from the date of hire, subject to non-renewal for failing to do so. The required Professional Development must be reviewed and approved by Senior Management of the School prior to enrollment and must be completed in its entirety. The required program must begin by the September following the effective date of this Agreement or the September following date of hire, whichever is later.

3. For purposes of this Agreement, good reason for termination shall include but not be limited to willful or negligent action or inaction, failure to perform his/her duties, commission of a dishonest or wrongful act, disregard for School policies and procedures, insubordination, immorality, neglect of duty, incompetence, conduct unbecoming to a teacher or teaching material inconsistent with the principles of the Roman Catholic Church. It is understood that the above list of infractions for which a Tenured Teacher may be terminated is not intended to be all inclusive, but rather indicative of the type of misconduct that will result in discharge. It is further understood that, depending upon the severity of the misconduct involved, a Tenured Teacher may be immediately terminated or subject to progressive discipline, up to and including discharge, at the discretion of the School, subject to the right of the individual faculty member and/or the Union to grieve. If it is asserted that the faculty member has been discharged or disciplined without good reason, the Union shall have the right to utilize the provision set forth in Article XIII of this Agreement

4. Appropriate New York State Certification shall be defined as:

a) Permanent or Professional Certification. A teacher who is assigned to teach Religion and/or theology and who possesses a Master's in Religion, Religion Studies, Religious Education and/or theology from an accredited Catholic college or university, and who has successfully completed a Lasallian Formation Program, and who otherwise has completed all requirements to be eligible for New York State Permanent Certification, shall be deemed to possess such certification for such time as such certification is not issued by New York State. In the event that said certification in religion is ultimately granted by the State, said certification shall be a condition of achieving tenure pursuant to this Article in the future. A La Sallian Formation Program must be pre-approved by the President and Principal.

b) Based on the ever evolving nature of the subject area, Teachers who are assigned to teach technology courses will be required to complete an accredited professional development program every two (2) years in order to maintain employment and/or tenure. The program must be pre-approved by the President and Principal.

c) The decision to grant tenure to teachers with certification in areas other than those noted above shall be within the sole discretion of both the President and the Principal.

B. Tenure, as referred to in this Agreement, refers specifically to tenure at the School.

C. For purposes of this Section, the school year shall extend from September 1st through August 31st.

D. Notwithstanding anything to the contrary in this Article, any tenured teacher as of the effective date of this Agreement who does not possess a Master's Degree and State Certification will be grandfathered into the tenured policy.

ARTICLE XI
TERMINATION AND NON-RENEWAL OF
EMPLOYMENT OF NON-TENURED TEACHERS

A. A non-tenured teacher may be terminated during the school year at the discretion of his/her School within the first ninety school days of his/her employment.

B. 1. Where the School decides to terminate the employment of a non-tenured teacher who has more than 90 days of employment, it must provide such teacher written notice of the termination at least ten work days prior to the date of termination. Where the School is unable to provide ten work days notice of termination, the School must pay said teacher one day of salary in lieu of each day of notice the School fails to provide.

2. Failure to comply with the above state notice or pay in lieu thereof shall be subject to the grievance machinery. The School may immediately terminate the employment of a non-tenured teacher for cause.

- C. The School may immediately terminate the employment of a non-tenured teacher for cause as defined in Article X(3) hereinabove.
- D. Where a non-tenured teacher who has been employed for more than ninety school days is terminated according to Provisions “B.” and “C.” above, he/she shall be told that he/she may request and shall be given, upon request, a written statement of the reason(s) for said termination.
- E. Upon request, a teacher shall be given an oral reason why his/her contract of employment is not being renewed for a second year. The teacher shall be told that he/she may request and shall be given, upon request, a written statement of the reason why his/her contract of employment is not being renewed for a second year. Where a non-tenured teacher’s contract of employment is not being renewed and the teacher is in the process of completing his/her second consecutive full year of teaching in the School, said reason shall be given to the teacher in writing. The decision of the School not to renew the employment of a teacher covered by this Section and the reason(s) for said non-renewal is not subject to review or appeal or grievance or arbitration.
- F. 1. A teacher who is in the process of completing four (4) or more years of consecutive full-time teaching experience, but who has not been granted tenure or who has reverted to non-tenured status, and who is not offered reemployment shall be entitled to a written statement of the reason for not being offered said reemployment. Further, upon the written request of the Union, the decision of the Employer not to renew said teacher’s employment shall be subject to review by the President, Principal or his/her representative as to both the merits and the accuracy of the reason(s) cited. The decision of the Superintendent shall be final and binding.
- G. The decision to terminate or not to renew the employment of a non-tenured teacher under the provisions of this Article is not subject to the Grievance and Arbitration provision of this Agreement, except that where the School immediately terminates a non-tenured teacher for cause according to Section “C.” above, the Union may proceed under the Grievance and Arbitration Article to contest the termination,

but only as to the question of whether or not the teacher was entitled to ten (10) work days notice or pay.

- H. To the extent practicable, written material intended to be used against a teacher in a hearing before an arbitrator as provided for in Section “G.” hereinabove, or in a hearing before the President, Principal or their representative according to Section “F.” hereinabove, shall be made available to the teacher, upon written request, two weeks in advance of the scheduled hearing. The School shall also be provided with written material that the Union or the teacher intends to submit at arbitration or at any hearing provided for herein.

ARTICLE XII

DISCHARGE FOR CAUSE OF A TENURED TEACHER

- A. The School may suspend for cause, a teacher covered by this Agreement. A suspension for cause of a tenured teacher is subject to the provisions of Article V of this Agreement.
- B. The School may discharge a tenured teacher for cause [as defined in Article X(3) hereinabove] in the following manner only:
 1. Where a tenured teacher is suspended without pay prior to discharge, a Notice of Discharge and a Statement of Charges shall be mailed to said teacher and a Notice of Discharge shall be mailed the Union not later than ten school days after the presentation of the statement of intent to institute Discharge for Cause Proceedings.
 2. Where a tenured teacher is suspended with pay prior to discharge, a Notice of Discharge and a Statement of Charges shall be mailed to said teacher and a Notice of Discharge shall be mailed to the Union not later than thirty days after the presentation of the statement of intent to institute Discharge for Cause Proceedings, except the time limit for said mailing shall be extended until a final decision is made, where the validity of the charges is subject to an adjudication by a court of law.
 3. If said Notice of Discharge and Statement of Charges are not mailed as required above in Section “B.1.” and “B.2.,” said teacher shall be immediately reinstated,

without prejudice to either party as to the suspension only, and records of said suspension shall be removed from the teacher's Performance File.

4. Within fifteen (15) work days of receipt of said Notice of Discharge and Statement of Charges, if the Union and the teacher mutually agree to protest the discharge, the Union will submit a written request by mail for a Formal Hearing on the charges made against the teacher. Should the Union not request a Formal Hearing in the manner described hereinabove within fifteen (15) work days of receipt of said notice, the action of the School, as defined in the written notice, shall take effect and shall not be subject to any further review or appeal procedures.

5. The Formal Hearing shall be held before a Hearing Officer within fifteen (15) work days of receipt of said request or as soon thereafter as the Hearing Officer may schedule a Formal Hearing, unless extended by mutual consent of the parties to this Agreement.

6. a) The Hearing Officer shall be selected by the parties to this Agreement from the mutually agreed upon panel of:

- i) J. J. Pierson
- ii) Elliot Shriftman
- iii) Roger Maher
- iv) Ralph Berger
- v) Howard Edelman
- vi) Jack Tillem; and
- vii) additional individuals mutually agreed upon by the parties.

b) The Panel members and Hearing procedures referred to in this Article shall likewise be adopted for appeals provided for in Article XXI (Layoff)

c) Should the parties not be able to mutually select a Hearing Officer within ten (10) days of receipt of the request for a Formal Hearing, the Hearing

Officer shall be selected according to a predetermined rotational sequence.

7. The decision of the Hearing Officer, including adjustments and awards shall be final and binding upon all parties to this Agreement provided, however, that the Hearing Officer shall have no authority to add to, alter or delete any term or condition of this Agreement.

- C. Discharges effected pursuant to this Article are not subject to the Grievance and Arbitration provision of this Agreement.
- D. Wherever any document is required to be in writing and forwarded to a party in the proceeding, it shall be sent by Certified Mail, Return Receipt Requested.
- E. To the extent practicable, material intended to be used against a tenured teacher before a Hearing Officer in accordance with this Article, shall be made available to the Union, upon written request, in advance of the scheduled Hearing. Material intended to be used by the Union before a Hearing shall likewise be made available to the School.

ARTICLE XIII

DEFINITION OF SCHOOL DAY AND SCHOOL YEAR

- A. Faculty must report twenty (20) minutes before the first bell rings in the morning and remain in school fifteen (15) minutes following the final bell in the afternoon, excluding official school holidays, between September 1st and June 30th. For purposes of this Article, the school day shall begin at such time as the students are required to be present.
- B. If a teacher is late more than three (3) times during a school year, a recording of this shall be put in the teacher's permanent record. If that teacher's lateness continues, he/she will be issued formal disciplinary warnings up to and including termination.
- C. Teachers who exceed their allotted time off will be subject to progressive discipline, up to and including termination.
- D. For safety purposes, teachers shall be required to sign in and sign out each time they enter or leave the building.

- E. A teacher shall receive a duty free lunch break lasting the length of one-class period during each normal school day.
- F. It is expressly understood that the aforementioned lunch period provided by the School must be child-free time. That is, any time spent by the teacher in taking his/her class to the lunchroom or retrieving them afterward cannot be any part of the lunch period referred to above.
- G.
 - 1. Effective as of the commencement of this Agreement, and subject to the conditions listed below, teachers shall be paid 1/180th of their annual salary for each day or any part of any day on which a teacher is required to be present at school for any purpose.
 - 2. The following activities shall not be charged against the above cited total of 180 days:
 - a) orientation for newly hired teachers; and
 - b) voluntary school visits in preparation for the start of the school year or other voluntary activities.
 - 3. This Section shall not be effective should any school be required by applicable law and/or governmental regulation to extend the school year beyond 180 days. In addition, this Section shall not apply to faculty members not employed as full-time classroom teachers nor to such teachers otherwise engaged in athletics or other extra-curricular activities.

**ARTICLE XIV
PREPARATION PERIODS**

- A. To the extent practicable, the School will provide one(1) Preparation Period per day but no less than five (5) Preparation Periods per week
- B. Teachers assigned Preparation Periods shall remain available for any assignments necessitated by unusual and/or nonrecurring circumstances, including, but not limited to, class coverages as provided for in Article XVI (“Coverages”) hereinbelow, and may be so assigned by their President/Principal.

**ARTICLE XV
PARTICIPATION IN SCHOOL FUNCTIONS**

- A. 1. Unless formally excused, teachers shall participate in all regular school functions during or outside the school day:
- a) Report Card Night (not more than 2)
 - b) Graduation
 - c) Faculty Meetings which conclude no later than 30 minutes after dismissal, limited to one (1) per month.
 - d) Academic Council Meetings
 - e) Open House – the Monday following this date is a scheduled day off.
 - f) St. Patrick’s Day (if it falls on a school day) limited to the number of hours in a school day.
 - g) After School Departmental Project Based Learning Activities for those members of the applicable department, e.g. Science Fair.
 - h) Freshman Breakfast - Winter
2. The following school function is not mandatory:
- a) The Gala
3. Upon written notice from the Union that it believes that participation in a particular function is unreasonable, the President of the Union agrees to intervene with the President or the Principal.
- B. Other than mandatory meetings that fall thereon, teachers shall not be required to attend weekend meetings.
- C. Each September, the Principal, the President and the Union Delegate shall conduct a meeting to discuss lay faculty safety concerns.

**ARTICLE XVI
COVERAGES**

A. Lay Faculty Substitution Assignments in High Schools

1. It is agreed and understood that the President/Principal and/or the Assistant Principal for Academic Affairs has,

in his/her discretion, the unlimited right to assign lay faculty members covered by this Agreement in substitution for those faculty members who are absent or excused by the President/Principal. Notwithstanding the foregoing, such substitution assignments shall be made on an equitable basis in consideration of the needs of the school and fairness to the teacher.

2. For purposes of this Section a “substitution assignment” is defined as:
 - a) A classroom assignment given to a lay faculty member for a period of time during which the lay faculty member has a previously scheduled preparation or lunch period.
 - b) An assignment to cover a Homeroom is not a “substitution assignment.”
3. The parties agree that, to the extent possible:
 - a) Substitution assignments of lay faculty members shall be made on a rotational basis among those lay faculty members who have preparation or lunch periods scheduled during the time period during which the substitution assignment is made.
 - b) To the extent practicable in the School, according to its normal school day schedule, substitution assignments shall be made in such a manner so as to provide each lay teacher with an average of one full preparation period (outside of lunch) during each normal school day.
4. If a faculty member is asked to utilize his/her preparation period or lunch period for a substitution, thereby denying them two (2) free periods on that day, that faculty member shall be compensated \$20 per coverage. Such payments shall be made to faculty members employed as of June 30th of each year within thirty days thereafter.

ARTICLE XVII

LEAVES

- A. Regular full-time teachers shall be entitled to the following leave provisions:

1. Sick Leave

- a) A teacher shall be granted eight (8) days of sick leave with pay each year. Unused sick days may be accumulated for use as sick leave only, up to a maximum of one hundred twenty (120) days.
- b) Absences in excess of three (3) consecutive work days will require a doctor's note before returning to work
- c) At the end of the school year, the School shall provide a notice to each teacher in writing as to the amount of unused sick leave days for that year. At that point, based on the annual entitlement of eight (8) days, the teacher may choose to collect \$40 for each unused day or put the days into his/her Sick Day Bank.

Given that current circumstances in the School exceed the provisions of the NYC Earned Sick Leave Act, to the extent it applies, the parties agree to waive the provisions of said Act for the term of this Agreement.

2. Personal Days

- a) "Personal Days" are defined as: "Urgent personal business which cannot be accomplished outside of normal school hours or for reasons of personal emergency requiring immediate attention."
- b) Each teacher shall be granted up to four (4) paid personal days each year. Personal days must be requested in writing at least one (1) week in advance, subject to the School's approval which is not to be unreasonable withheld. No reason need be given for a timely request for a personal day, it being understood by the parties hereto that the reasons for said personal leave are personal. In cases of emergency where one (1) week's notice cannot be given, the request must be made as soon as practicably possible and the reason for the emergency request must be documented/verified.

- c) In all cases in which a request for a personal day is made, the President/Principal shall respond in writing that the request has been received and whether or not it has been approved.
- d) Personal days shall be scheduled following the receipt and approval by the President and the Principal of a completed Certification Form.
- e) No personal days can be used immediately before or after a vacation or a school break.
- f) At the end of a school year, the School shall provide a notice to each teacher in writing as to the amount of unused personal days for that year and the teacher will be compensated \$40 for each unused personal day.

3. Sabbatical Leave

- a) Sabbatical leave may be granted to tenured teachers with twelve (12) or more years of service as follows:
 - 1. Sabbatical leave may be granted to only one (1) teacher every three (3) years and no teacher may take more than one (1) sabbatical leave during the term of his/her employment.
 - 2. A granted sabbatical leave will last for one (1) school year in length.
 - 3. A teacher who is granted sabbatical leave will receive one-half the salary he/she would be eligible to receive during the year he/she is on leave, up to a maximum of \$10,000.
- a) 4. The rules and regulations governing applications for such leave and the election of applicants to whom such leave will be granted are subject to the rules and regulations previously agreed to by both parties to this Agreement. Copies of the rules and regulations will be made available by the School for distribution to eligible teachers.
- b) 5. Upon conclusion of Sabbatical leave, the teacher has the right to return to the School in the

same position he/she had held, provided it is still being offered by the School, or to an alternative position that, in the School's discretion, he or she is able to perform. Upon return from Sabbatical Leave, the teacher shall continue to teach for a period of at least three (3) years, unless otherwise mutually agreed upon, except where said teacher is terminated by the School due to the elimination of his/her position or for just cause. Should the teacher fail or be unable to complete said three(3) years of service, he/she shall repay all monies paid to him/her while on his/her leave on a pro-rated basis, unless mutually agreed to the contrary.

- c) Not more than one teacher shall be granted such leave during any four-year period unless there are more than twenty teachers at the school, in which case such leave shall be granted to no more than one teacher during any two-year period.
- d) Upon conclusion of such leave, the teacher has the right to return to the School in the position he/she had held or, in the absence of that position, to a comparable position in accordance with the provisions of Article ("Teaching Assignments") hereinabove, and the teacher shall continue to teach in for a period of at least three years, unless otherwise mutually agreed upon, except where said teacher is terminated by his/her School due to the elimination of his/her teaching position. Should the teacher fail to complete said three years of service, he/she shall repay all monies paid to him/her while on his/her leave on a pro-rata basis, unless mutually agreed to the contrary.

4. Bereavement Leave

Full-time teachers are provided a 3 day paid leave for the deaths of the following family members: parents, siblings, spouses, children, mother/father in law, sister/brother in law, daughter/son in law, grandparent, grandchild, step parent, step child or any other close relative approved by the

Principal and the President. Part-time/hourly employees will have the paid leave pro-rated based on the hours they work. [All bereavement leaves must be documented and reviewed and approved by the President or the Principal.]

5. Military Leave

A teacher may request and shall be granted a leave of absence for reasons of military service in accordance with the applicable public law.

6. Pregnancy Maternity Leave

Pregnancy Maternity leave will be granted in accordance with applicable City, State and/or Federal law.

7. Adoption Maternity/Paternity Leave

Adoption Maternity/Paternity leave will be granted in accordance with applicable City, State and/or Federal law.

8. Health Leave

Health leave will be granted in accordance with applicable City, State and/or Federal law.

Appropriate documentation must be provided by a physician approved by both the School and the Union.

Jury Duty

a) A full-time teacher who is summoned to and reports for jury duty shall be paid by the school an amount equal to the difference between the amount of wages the teacher otherwise would have earned by working for the school on that day and the daily jury duty fee paid by the court, for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work for the school. The school's obligation to pay an employee for jury duty is limited to a maximum of two weeks' pay (covering a maximum of ten (10) school days only) during the term of the contract. In order to receive payment an employee must give the school prior notice

that he/she has been summoned for jury duty within twenty-four (24) hours or as soon thereafter as possible. The school shall have the right to attempt to have the teacher excused from jury duty during the school year and the teacher will cooperate in the school's effort.

b. The teachers agree that, where possible, when they are on jury duty and are excused for the day before 12 o'clock noon, they will return to their teaching assignments, for the remainder of the school day.

c. Where a teacher is required to fulfill a jury duty assignment, he/she shall submit to his/her Principal a certificate signed by the Clerk of the Court showing the hours of duty actually assigned in order to be eligible for paid leave during such time.

ARTICLE XVIII
ATHLETIC AND OTHER EXTRACURRICULAR
ASSIGNMENTS

- A. Where athletic and other extracurricular assignments are made available to teachers, they shall be made available on a voluntary basis. The terms and conditions of these assignments are not covered by this collective bargaining agreement and all decisions with respect to these assignments will be at the discretion of the School.

ARTICLE XIX
SALARY AND RELATED PROVISIONS

1. A full-time regular teacher employed in the School shall be paid bi-weekly, on a twelve month basis, according to the teacher's appropriate annual rate of pay.
2. All teachers employed by the School as of the date this Agreement is ratified and who are still working as of September 1, 2019, will receive the following annual wage increases:
 - a) Effective September 1, 2019 – Two (2%) Percent

- b) Effective September 1, 2020 – Two (2%) Percent
- c) Effective September 1, 2021 – Three (3%) Percent

3. All teachers hired after the ratification of this Agreement will receive the following annual wage increases:

- a) Two (2%) Percent commencing September 1st after completion of one (1) full year of teaching.
- b) Three (3%) Percent commencing September 1st after completion of two (2) full years of teaching.

4. In addition to the above increases, the following non-taxable medical reimbursement payments will be made as follows to teachers who are employed by the School as of 9/1/19:

- a) Teachers who were employed prior to the September 2016 school year and who were tenured as of that date will receive a one-time lump sum payment of five (5%) percent of the salary they earned in the school year commencing September 2015. This payment will be made no later than September 30, 2019.
- b) Teachers whose employment commenced as of the September 2016 school year and who are not tenured will receive a one-time lump sum payment of 3% of the salary they earned during said school year. This payment will be made no later than September 30, 2019.
- c) Teachers whose employment commenced as of the September 2017 school year and who are not tenured will receive a one-time lump sum payment of 2% of the salary they earned during said school year. This payment will be made no later than September 30, 2019.

B. Where a regularly scheduled payday occurs on a Saturday, Sunday or bank holiday, teachers shall be paid on the calendar day immediately preceding said Saturday, Sunday or bank holiday and said payment, if made by check, shall be payable on the date the check is required to be issued pursuant to this Section. The School shall provide for direct deposit of paychecks, if requested by a teacher.

C. As of September 1, 2022, the contract will be reopened for negotiations over wage increases for the fourth (4th) year of this Agreement. At the same time, the parties will discuss the method and timing of adjusting the salaries of all teachers to bring them into compliance with the Step Salary Schedule attached hereto as Exhibit “A”.

ARTICLE XX
TEACHER BENEFITS

- A. 1. *Health Insurance:* The School shall offer health insurance coverage including prescription drug coverage free of charge to those teachers who have elected individual coverage. Family coverage participants shall pay \$39.75 per pay period or \$1,033.50 annually towards the premium. The current summary plan descriptions for both individual and family coverage are incorporated in this Agreement by reference. It is understood that the specific benefits and costs of these plans may have to be renegotiated with the insurance carrier for maximum cost/benefit efficiency. In such event the School will make its best efforts to supply substantially the same benefits at substantially the same price to the employees. Employees with individual coverage will continue to receive same at no cost. Employees with family coverage will continue to pay the same percentage of whatever the total cost for said coverage may be.
2. A teacher in the School who has been granted a maternity leave of absence, or who is receiving disability insurance benefits pursuant to New York State Disability Insurance law, shall have his/her health and Major Medical Insurance coverage continued for up to the first three months of the Maternity or Health Leave granted pursuant to the provisions of Article (“Leaves”) above, or up to his/her date of termination, whichever occurs first. In the case of a teacher on a disability leave of absence (i.e., who is receiving disability insurance benefits pursuant to New York State Disability Insurance law), he/she shall be eligible to continue his/her health insurance coverage for an additional three months, up to a total of six months. Should said teacher wish to continue his/her coverage in the above

mentioned plans beyond the period specified above, he/she may do so provided he/she pays to his/her school, monthly and in advance, the full premium costs and, provided further, he/she is eligible for such continued coverage according to the terms of said insurance plans

3. Full-time faculty members who retire as June 30, 2019 or thereafter with at least ten consecutive years of teaching in the School, and who retire prior to being eligible for Medicare insurance coverage, shall be eligible to continue their coverage under the then existing Health Insurance Plan at their own expense.

Unless otherwise mutually agreed to by the parties to this Agreement, such coverage shall be discontinued at such time as a teacher attains the age of sixty-five or who otherwise becomes eligible, at an earlier date, for Medicare coverage. A participating retiree shall be required, as a condition of continued coverage, to make premium payments, at least one month in advance, to the school. Failure to make such payment shall result in an automatic discontinuation of coverage as of the 1st day of the month for which premiums have not been received. Such discontinuation of coverage for non-payment of premiums shall not be subject to appeal pursuant to Article V or any other provision of this Agreement. Premium rates shall be established according to the rates charged for participating employees during the life of the Agreement. Thereafter, the rates shall be based upon the charges established for the retirees as a group.

- B. *Life Insurance:* Effective September 1, 2019, each full-time teacher shall be provided with \$50,000.00 group life insurance coverage at the cost of \$1.00 per month to the teacher.
- B. *1. Retirement Plans:* For the term of this Agreement, the School will continue to abide by its current practices with respect to retirement benefits, including its current Pension Plan (to which only the School makes payments) and its current 403(b) Plan (to which only employees contribute with no school match). The current summary plan

description for the 403(b) Plan is incorporated in the Agreement by reference.

2. Notwithstanding the reductions provided for in Section 1, above, tuition reductions shall not apply to tuition charges offset by financial assistance awarded to a student from any source.
3. a) The waiver of tuition shall be only for the period during which the student's parent(s) is employed as a lay faculty member at the school, but in no event for a period to exceed four years in La Salle Academy

C.

Completed Years of Service	Match Rate	Annual Maximum Contribution by School
4 or more completed months of service in the school	\$1.00 for \$1.00	\$1,000
As of the September following the completion of 5 full years of service in the school	\$1.25 for \$1.00	\$1,000
As of the September following the completion of 10 full years of service in the school	\$1.50 for \$1.00	\$1,500
As of the September following the completion of 15 full years of service in the school	\$1.75 for \$1.00	\$1,750
As of the September following the completion of 20 full	\$1.75 for \$1.00	\$2,000

years of service in the school

As of the September following the completion of 25 full years of service in the school

\$1.75 for \$1.00

\$2,500

Teachers who terminate their employment on or before the end of the academic year, August 31st, shall have their contributions matched according to their completed years of service as of the date of termination.

D. *Credit Union*: Employees covered by this Agreement shall continue to be eligible for participation in the existing Credit Union throughout the term of this Agreement.

E. 1. *Tuition Assistance for Children of Lay Faculty Members*: Effective September 1, 2016, lay faculty members employed at the School and who have children enrolled in the School as full-time regular students shall be granted free tuition.

2. Notwithstanding the reductions provided for in Section 1, above, tuition reductions shall not apply to tuition charges offset by financial assistance awarded to a student from any source.

3. a) The waiver of tuitions shall be only for the period during which the student's parent(s) is employed as a lay faculty member at the school, but in no event for a period to exceed four years in La Salle Academy.

b) Said student shall be subject to all other conditions, fees and expenses established by said school and the student's enrollment shall not be counted towards any teacher's teaching load or other work assignment limitation.

F. *Long-term Disability Insurance Plan*: Effective as of the date of ratification of this Agreement, each full-time teacher shall be enrolled in the existing Group Long-Term Disability Insurance Plan underwritten by MetLife, or a substantially equivalent plan. Subject to the above, the terms of the plan, including subsequent amendments, if any, shall control all

determinations as to eligibility and entitlements and such terms are not incorporated into this Agreement.

G. *Accidental Death and Dismemberment Insurance*: Effective as of the date of ratification of this Agreement, each faculty member covered by this Agreement who is regularly scheduled to work a minimum of 20 hours per week for the duration of the school year, shall be provided with Accidental Death and Dismemberment insurance coverage under a plan to be paid for by the School. The terms of the insurance policy referred to in this section, including subsequent amendments if any, shall control all determinations as to eligibility and entitlements and are not incorporated into this Agreement.

H. *Flexible Spending Accounts*: Effective January 1, 2017, a Flexible Spending Account Program shall be made available to teachers who desire to participate in such a program according to the terms and conditions of said program. *Retirement Bonus*: *The School* shall pay retirement bonuses to those teachers with thirty (30) or more years of experience in the school as of June 30, 2017, who retire as of June 30th, 2017, June 30, 2018 or June 30, 2019 according to the following schedule:

1. Those who retire by June 30, 2017 shall receive \$10,000.
2. Those who retire by June 30, 2018 shall receive \$7,500.
3. Those who retire by June 30, 2019 shall receive \$5,000.

These payments shall be made in two installments, the first by September 15th and the second by November 15th following retirement.

ARTICLE XXI

ARTICLE XXII
LAYOFF

- A. The School specifically retains the right to close or consolidate its operations and to layoff or terminate the employment of teachers covered by this Agreement due to the elimination of teaching positions resulting therefrom, or for any other reason not in conflict with the express terms and conditions of this Agreement. Notwithstanding the above, the School shall not layoff or terminate the employment of a tenured teacher in order to permit it to assign a priest or religious to an assignment in the school.
- B. Following the ratification of this Agreement and notwithstanding Section A above, when a tenured or non-tenured teacher is offered and accepts an annual contract for the following school year and the School decides to revoke such contract prior to the start of that school year, such revocation shall be made in writing to the faculty member and a one-time payment of \$6,000 shall be made to such faculty member by no later than the start of the school year.
- C. Where a lay teacher's position in a school will be eliminated due to layoff or other reduction in staff, the following procedure shall apply:
 - 1. Secondary Schools
 - a) Except as provided for in section "d" below, bumping shall be restricted to teachers within a specific academic department (e.g., History, English, Mathematics, etc.).
 - b) In the case of non-specialized secondary school courses, tenured teachers holding at least provisional New York State certification in their departmental field shall have the right to bump less senior teachers within their department.
 - c) In the case of specialized secondary school courses, the School shall have the right to retain a less senior teacher in the position. Should a dispute develop over whether the course is truly specialized or whether the more senior tenured teacher is qualified

to teach said course(s), the Union may appeal to a Hearing Officer pursuant to the procedure provided for in Article XIII, above. Special requirements established by the School for the position shall be considered by the Hearing Officer in making his/her decision. This appeal procedure shall be the sole appeal procedure available to the parties concerning disputes over secondary school layoffs and the parties agree that the provisions of Article V (Grievance and Arbitration) shall not apply to this section.

- d) Subject to section “c” above, where a teacher to be laid off in one department holds tenure and is certified in another departmental area, he/she shall have the right to bump a less senior teacher in the other department, provided he/she has at least one (1) year of teaching experience within that departmental area.
 - e) Subject to either party’s access to the appeal process in Section C.2.c. above, when a department schedules the layoff of a tenured, certified teacher, the teacher shall have the right to bump a less senior non-tenured teacher in another department within the school, provided the teacher:
 - i) is qualified to teach the normal departmental course load based upon his/her academic preparation, teaching experience and skill level, and
 - ii) the department’s scheduling requirements can be satisfactorily complied with, and
 - iii) the teacher has, within the last five years, taught for at least one year on a full-time basis or taught at least three different subject matter courses over that five year period in said department.
2. It is agreed and understood that bumping rights as described in this Article refer only to tenured teachers, to non-degreed teachers with ten (10) consecutive years of teaching in the School, and to other non-

tenured teachers with ten (10) or more years of consecutive service in the School. Such non-tenured teachers enjoy bumping rights against first, second or third year non-tenured teachers (both degreed and non-degreed) in that school. No distinction is made among non-tenured teachers with respect to years of service in a school. For example, a non-tenured teacher with three (3) years of service in a school does not have any seniority rights relative to a non-tenured colleague with either two (2) or one (1) year of service in the School.

ARTICLE XXIII
REEMPLOYMENT OF TENURED TEACHERS AND NON-
TENURED TEACHERS AFFECTED BY REDUCTIONS OF
STAFF AT MEMBER SCHOOLS

ARTICLE XXIV
OBLIGATIONS OF THE TEACHERS, THE UNION,
AND THE SCHOOL

- A. Each teacher, the School and the Union covered by this Agreement agrees faithfully to do and perform all duties and obligations under the terms and conditions of employment contained herein and to observe the rules, regulations, policies and procedures prescribed by this Agreement.
- B. There shall be no strike, slowdown, mass resignation, refusal to work, or any other act which constitutes a complete or partial work stoppage, or which disrupts the educational process of the School in any way, on the part of one or more teachers or on the part of the Union or its representatives during the life of this Agreement.
- C. There shall be no concerted action by teachers, by the Union or its representatives, or by the School or its representatives in an effort to alter, enforce or delete any term or condition of this Agreement during the life of this Agreement.
- D. There shall be no lockout on the part of the School during the life of this Agreement.
- E. Each teacher shall have the right to volunteer or not to volunteer for any assignment which is beyond the terms of this Agreement.

F. Demonstrations in connection with the Mass

1. No demonstration may be held from 15 minutes before, during, or until 15 minutes after a Mass is celebrated at St. Patrick's Cathedral or any other church.
2. If a Mass is celebrated for school staff and students as part of the school's normal day or week, the ban on demonstrations from 15 minutes before, during and up until 15 minutes after a Mass shall not apply.
3. Where any school is the site of a special Mass to which people from outside the immediate school community are invited, the ban on demonstrations from 15 minutes before, during and up until 15 minutes after a Mass does apply in such instance.
4. The ban on demonstrations from 15 minutes before, during and up until 15 minutes after a Mass applies beyond the expiration of any La Salle Academy-FCT collective bargaining agreement. The FCT pledges to cooperate fully with the La Salle Academy to carry out the intent of this Article, including not encouraging or endorsing demonstrations at Mass in violation of this provision by others.
5. In consideration of the FCT's acceptance of this section in connection with a Mass, except as outlined in paragraph "2" above, La Salle Academy accepts the concept of a permanent mediator to which the parties can have recourse in the event that either party believes that such mediation would be constructive in reaching a settlement. The La Salle Academy and FCT must mutually agree on such mediator.

G. A teacher shall have a right, upon request to the School, to have a union representative present at an investigatory interview which the employee reasonably believes might result in disciplinary action. The exercise of this right may not interfere with legitimate School prerogatives and the School has no duty to bargain with any union representative who may be permitted to attend the investigatory interview.

**ARTICLE XXV
AGENCY FEE**

- A. All current bargaining unit members and any bargaining unit members hired after September 1, 2016 shall, as a condition of employment, thirty (30) days after such employment, become and remain a member of the FCT in good standing or pay an agency fee as certified by the Union.
- B. Any faculty member who has failed to acquire or thereafter maintain either membership in the Union or payment of an agency fee, shall be terminated seven (7) working days after the School receives written notice from an authorized representative of FCT. The School shall be relieved from making such “check-off” deductions upon (1) termination of employment, (2) transfer to a position other than one covered by the bargaining unit, (3) layoff from work, (4) an unpaid leave of absence, or (5) revocation of the check-off authorization in accordance with its terms of applicable law.
- C. The Federation hereby agrees that it will indemnify and hold the School harmless from any claims, actions or proceedings by any lay faculty member arising from deductions made by the School hereunder, and the Federation further indemnifies and holds the School harmless from any claims, actions or proceedings by any government agency or by any group so long as such groups are not funded directly or indirectly by the School; however, in either case, the Federation shall retain the right to select defense counsel, and they shall reserve the right to settle any such case. Once the funds are remitted to the Federation, their disposition shall be the sole and exclusive obligation and responsibility of the Federation.

**ARTICLE XXVI
UNION DUES/AGENCY FEE CHECK OFF**

- A. Upon receipt of a signed Authorization Form from a teacher, a copy of which is attached hereto as Appendix , the School shall make a deduction from the teacher’s salary on each pay period of the amount certified to the School by the Union. Such amounts shall be forwarded by the 10th day of the following month to the Treasurer of the Union at an

address furnished to the School by the Union. Payments under this paragraph made more than two months after they are due shall include a 5 percent late charge for each month payment is made beyond two months.

- B. The School shall forward to the Union with each month's payment a listing of the teachers for whom dues/agency fees have been deducted and the amount so deducted, an indication of whether the amount deducted is union dues or agency fee, and an indication of whether the teacher is full-time or part-time. Each month's list shall include any changes and an explanation of said changes to the previous month's list. For example, teachers newly hired, teachers on leave, name changes, etc.

**ARTICLE XXVII
UNION ACTIVITIES**

- A. A Union notice may be posted, at the discretion of the School, on the School's bulletin board provided the notice is submitted in advance to the School or his/her designee. Permission to post official notices of Union business shall not be unreasonably denied. Notices limited to date, time and place of union meetings may be posted without permission.
- B. The Union may designate one of its members employed in the School as a school delegate for purposes of liaison among such members of the Union and the local school administration in matters pertaining to the administration and application of this Agreement and, where mutually agreed upon, on other matters of concern.
- C. A teacher who has been officially designated as the Union's delegate in the School shall be permitted to conduct official Union business at said school provided it is done on the teacher's own time and provided further that the undertaking of said business in no way interferes with or disrupts the teaching process or the assignments of other school personnel or students.
- D.1. Union officers or, in the place thereof, an Executive Council Member of the Union designated to stand in for a Union officer may visit the School during the school day provided

said officers and representatives request in advance, and receive from the School at said school, permission to visit said school at a time and under such conditions as the School may stipulate. Said permission shall not be unreasonably denied.

- D.2. For purposes of this Section, a teacher who becomes an employee of the Union shall be considered an officer of the Union. Not more than two of the above mentioned officers or representatives shall visit a school at any one time.
- E. Where practicable, and upon the prior approval of the School, school meeting halls shall be made available to the Union during specified periods of time for official Union meetings. Said prior approval shall not be unreasonably denied.
- G.1. One teacher shall, upon written request to the School be granted a leave of absence for the purposes of performing duties as officers or employees of the Union. Said leave of absence shall remain in effect as long as said teacher(s) remain officers or employees of the Union.
- G.2. a) Said leave shall be on a full-time basis and shall be without pay. Teachers granted such leave shall be permitted to continue their health insurance coverage as provided for in this Agreement at their own expense provided that such coverage is permitted by the insurance carrier.

b)
- G.3. The School shall recommend to the Board of Directors of the Pension Plan and to the administrators of the Tax Sheltered Annuity Plan that teachers granted said leave, and who participate in such plans, be permitted to continue their participation at their own expense.
- G.4. A teacher who returns to his/her school shall be paid according to the salary step that would have been applicable had he/she remained in his/her teaching position for the period of such leave.

- G.5. Union mail addressed to a teacher at his/her school, by name, shall be delivered to the teacher.

**ARTICLE XXVIII
NO DISCRIMINATION**

It is mutually agreed that neither the School nor the Union shall discriminate against teachers on the basis of membership or non-membership in the Union, race, color, national origin or sex.

**ARTICLE XXIX
CATECHIST CERTIFICATION PROGRAM**

**ARTICLE XXX
MISCELLANEOUS**

- A. Upon request of either party, both parties agree to schedule meetings on a monthly basis to discuss matters of mutual concern. The parties shall endeavor to propose agenda items a week in advance of such meetings.
- B. The School shall provide adequate lounge and lavatory facilities for teachers to the extent practicable.

**ARTICLE XXXI
CONFORMITY TO LAW-SAVING CLAUSE**

- A. If any provision of this Agreement is, or shall at any time be held to be, contrary to law by a court of final appeal of the State of New York or the United States of America, then said provision shall not be applicable or performed or enforced, except to the extent that it is permitted by law.
- B. In the event that any provision of this Agreement is, or at any time shall be held to be, contrary to law, all other provisions of this Agreement shall continue in effect.
- C. The Union and the School acknowledge and agree that the terms of employment of teachers in the school are subject to the Americans with Disabilities Act and all other statutes governing non-discrimination in employment, work place safety matters governed by the Occupational Safety and Health Act and all other applicable legislation, governmental regulations or judicial determinations. In the event that the School, in order to comply with the aforesaid legislation,

regulations or judicial determinations intends to take action inconsistent with its obligations under this Agreement or which otherwise changes the terms and conditions of employment of a teacher covered by this Agreement, it shall immediately notify the Union of said intent and shall commence negotiations with the Union prior to any such action. It is further agreed that in the event of the failure of the School and the Union to reach agreement as to an appropriate course of action within ten (10) days of the commencement of negotiations, the School shall be entitled to take whatsoever action is required by the applicable legislation, regulations or determinations.

**ARTICLE XXXII
SUCCESSORS AND ASSIGNS**

**ARTICLE XXXIII
DURATION OF AGREEMENT**

- A. This Agreement shall continue in full force and effect up to and including.
- B. Except where the parties mutually agree in writing to an extension of this Agreement, a party seeking revision of one or more of the terms and conditions of this Agreement shall notify the other party in writing not later than. Where said notice is given, the parties agree to enter into negotiations on or about.
- C. During the period covered by this Agreement all of the terms, conditions and provisions of this Agreement shall bind, apply and inure to the benefit of the parties hereto, their constituent members, individually and collectively, their successors, transferees, lessees and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this day of.

LA SALLE ACADEMY

By: _____

FEDERATION OF CATHOLIC TEACHERS

By: _____

FEDERATION OF CATHOLIC TEACHERS

MEMBERS OF EXECUTIVE COUNCIL