

MEMORANDUM OF AGREEMENT made and entered into this _____ day of September, 2016, by and between the negotiating committees for the Port Washington Union Free School District ("the District"), and the Port Washington Teachers Association ("Association").

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract that expired on June 30, 2016, and;

WHEREAS, the parties have arrived at a tentative agreement covering the period July 1, 2016 – June 30, 2020;

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

1. The provisions of this Memorandum are subject to ratification by the respective parties to the contract.
2. The signatories below agree to recommend this Memorandum for ratification.
3. A copy of this document has been furnished to representatives of the District and the Association.
4. All proposals not covered herein made by either party during the course of negotiations shall be deemed withdrawn.
5. The provisions of the prior Agreement shall be carried forward except as indicated in the attached Exhibit "A".
6. Unless otherwise noted, all changes shall be prospective from the ratification of this Memorandum of Agreement.

Kathleen A. Mooney E.D. 9/29/16

Karen Baker

[Handwritten Signature]

9/29/16

For Port Washington UFSD (Date)

For the Association (Date)

EXHIBIT A

All references herein are to the July 1, 2009 – June 30, 2015 collective bargaining agreement ("Agreement").

1. Conform Appendices D-H to the newly negotiated Agreement.
2. Revise the Table of Contents as per newly negotiated Agreement.
3. Article VI(B) – Summer Study Grants – Delete.
4. Article VI(H) – School Calendar
 - A. Amend Paragraph H throughout to replace the current references to 184 days with a reference to 183 days effective July 1, 2016.
 - B. Amend Paragraph H by replacing "prior to Labor Day...." with "prior to September 1."
5. Article VI(J)(1) – Salary Schedule
 - A. Replace all but the first paragraph and last paragraph of Section 1 with the following:

The salary schedule effective beginning July 1, 2016 shall be the same as the salary schedule in effect on June 30, 2016, except as modified below. This schedule appears as Appendix D of the Agreement.

The salary schedule effective beginning July 1, 2017 shall be 0.50% on BA Step 1 of the index. The schedule appears as Appendix E of the Agreement.

The salary schedule effective beginning July 1, 2018 shall be 0.25% on BA Step 1 of the index. The schedule appears as Appendix F of the Agreement.

The salary schedule effective beginning July 1, 2019 shall be 0.50% on BA Step 1 of the index. The schedule appears as Appendix G of the Agreement.

- B. Longevity -- Replace the last paragraph of Section 1 with the following:

Teachers who have reached Step 27 shall be paid a salary \$1000 above Step 25 annually. Teachers who have reached Step 29 shall be paid an additional \$1000 annually (for a total of \$2000 above Step 25 annually). Teachers who have reached Step 30 shall be paid an additional \$1000 annually (for a total of \$3000 above Step 25 annually).

C. Add a new paragraph to Section 1 that provides as follows:

Effective July 1, 2016, the salary schedule shall be modified by adding a new Step 19 in the following amounts:

MA	\$112,259
MA+15	\$116,070
MA+30	\$119,880
MA+45	\$123,397
MA+60	\$126,914
DOC	\$132,777

Effective July 1, 2016, the salary schedule shall be modified by adding a new Step 24 in the following amounts:

MA	\$115,483
MA+15	\$119,294
MA+30	\$123,104
MA+45	\$126,621
MA+60	\$130,139
DOC	\$136,001

The equivalent calculations of these amounts will be placed on the Index (Appendix C).

6. Article VI(J)(4) – Transfer to a Higher Classification

A. Replace the first sentence of the first paragraph to provide as follows:

Effective July 1, 2016, transfer to a higher salary classification shall be limited to movement of no more than one (1) column per school year for approved courses/credits completed by September 1st and/or February 1st (see Appendix B). This paragraph shall not apply to teachers earning their initial Master's degree or Doctorate degree.

B. Delete the second paragraph.

7. Article VII(B) – Health Insurance Contribution – Add the following:

Effective July 1, 2018, unit members shall contribute 21% annually towards the cost of the applicable health insurance premium (individual or dependent). The District will pay 79% of the premium annually for covered unit members.

Effective July 1, 2019, unit members shall contribute 22% annually towards the cost of the applicable health insurance premium (individual or dependent). The District will pay 78% of the premium annually for covered unit members.

8. Article VII(C) – Health Insurance Rebate

A. Replace the first paragraph with the following:

Effective January 1, 2017, unit members who are currently enrolled in the District's health insurance program (either individual or dependent coverage) may elect to withdraw from all coverage in the plan. Those who elect this option (a complete withdrawal of coverage for both the individual and his/her dependents) shall receive thirty-three and one-third (33.3%) percent of the savings to the District, which shall be calculated based on the annual premium for individual coverage provided that they remain uncovered for a period of twelve (12) consecutive months. Payments will be made at the end of the twelve (12) month period and will be made annually each twelve (12) months thereafter provided that the unit member and his/her dependents remain uncovered under the District plan.

9. Article VII(D) – Benefit Trust -- Amend by removing the references to contributions made from 2009-2014 and replacing them with the following:

Effective July 1, 2016, the figure shall be \$1375.00.
Effective July 1, 2017, the figure shall be \$1375.00.
Effective July 1, 2018, the figure shall be \$1395.00.
Effective July 1, 2019, the figure shall be \$1415.00

10. Article VIII(A) – Sick Leave

A. Amend the second paragraph of Section A(2) to provide as follows:

Members of the unit shall be permitted to convert up to two (2) days from their bank of sick days into either personal days or family illness days, which shall be utilized in accordance with the provisions and restrictions of Sections B and C.

B. Amend the first paragraph of Section A(3) by adding the following at the end of the first paragraph:

For employees hired on or after July 1, 2016, sick leave shall be granted at the rate of fifteen (15) days per year in the first four (4) years and twenty (20) days per year thereafter cumulative to two hundred (200) days.

11. Article VIII(E) – Child Care Leave/Leaves of Absence

A. Modify the current provision with the addition of clarifying language that partial years shall be calculated as follows: Effective with leaves commencing on or after September 1, 2016, leaves commencing from September 1st through December 31st and lasting to the end of the school year will be counted as the first full year of

a leave. Leaves commencing from January 1 – June 30th and lasting to the end of the school year will be considered partial years.

- B. Effective for child care leaves commencing on or after September 1, 2016, the age of the child for whom contractual child care leave may be taken shall be reduced to five (5) years old.

12. Article X(D) – Nurses' Lunch

- A. Add the following to the end of Section 1:

Effective July 1, 2016 the annual lunch stipend shall be increased to \$1750.

Effective July 1, 2017 the annual lunch stipend shall be \$1750.

Effective July 1, 2018, the annual lunch stipend shall be increased to \$2000.

Effective July 1, 2019, the annual lunch stipend shall be increased to \$2200.

- B. Add the following to the end of the last sentence of Section 1:

“... and part-time service.”

13. Article X(D) – Nurses' Longevity

- A. Add the following to the end of Section 2:

The longevity payments set forth above shall be pro-rated for part-time service and/or service of less than a full school year.

- B. In the last paragraph of Section 2, replace “\$1000 annually” with “\$1500 annually”.

14. Article X(E) – Nurses' Salaries

- A. Replace Section 1 with the following:

The salary schedule effective beginning July 1, 2016 shall be the same as the salary schedule in effect on June 30, 2016, except as modified below.

For the 2016-17 school year, nurses hired prior to July 1, 2016 shall continue to be paid at their 2015-16 salary rate until they reach their anniversary date, at which time they shall remain on the same step number but shall be paid at the 2016-17 rate for that step as reflected in Exhibit B. (The re-configured 2016-17 salary schedule at the same step represents a higher salary). Such nurses shall resume normal step movement on their respective anniversary dates for each of the remaining years of the Agreement as set forth below.

Effective July 1, 2017, the 2016-17 salary schedule shall be increased by 0.50% . Those nurses eligible shall advance one (1) step on the schedule on their anniversary date.

Effective July 1, 2018, the 2017-18 salary schedule shall be increased by 0.25%. Those nurses eligible shall advance one (1) step on the schedule on their anniversary date.

Effective July 1, 2019, the 2018-19 salary schedule shall be increased by 0.50%. Those nurses eligible shall advance one (1) step on the schedule on their anniversary date.

Effective July 1, 2016, the 2015-2016 salary schedule shall be amended as follows to create the 2016-17 salary schedule: Eliminate existing Step 1 from the 2015-16 schedule and renumber the remaining steps (i.e., Step 2 from the 2015-2016 Salary Schedule shall become Step 1 on the 2016-17 salary schedule, and so on). Create a new Step 17 which is 1.25% (the equivalent of \$54,341 for 2016-17) above what will now be Step 16 following the renumbering. In addition, for the 2016-17 school year only, a "Step 0" shall be created at the rate of \$43,996. This "Step 0" shall be the starting salary for any nurses hired during the 2016-17 school year and shall remain in effect only until their first anniversary date during the 2017-18 school year, at which time they shall advance to Step 1 on the 2017-18 salary schedule. These changes are reflected in the attached Exhibit B.

15. Article XV – Length of Agreement – Amend the dates referenced to conform to the term of the Agreement from July 1, 2016 through June 30, 2020.

16. Article XVII – Miscellaneous Salaries – Add the following to the end of Article XVII:

During the 2016-2017 school year, a committee shall be formed to review issues related to the rates of the services set forth in Article XVII. Such committee shall be comprised of two (2) representatives from the District as well as two (2) representatives from the Association. The committee shall issue a report with their recommendations to the Superintendent of Schools and the Association President by no later than June 30, 2017 for intended implementation during the 2017-18 school year. Nothing that is mandatorily negotiable shall be implemented unless and until mutually agreed upon by the District and the Association.

17. New Article – Affordable Care Act Cadillac Tax – Add a new article which provides as follows:

In the event that the excise or "Cadillac tax" of the Affordable Care Act remains in effect, the parties will meet beginning in January of 2019 and reopen negotiations limited solely to changes related to the impact of the tax on the District.

EXHIBIT B

<u>STEP</u>	<u>2015-16</u>	<u>2016-17</u>
0		\$43,996
1	\$43,996	\$44,546
2	\$44,546	\$45,103
3	\$45,103	\$45,666
4	\$45,666	\$46,237
5	\$46,237	\$46,815
6	\$46,815	\$47,401
7	\$47,401	\$47,993
8	\$47,993	\$48,592
9	\$48,592	\$49,200
10	\$49,200	\$49,815
11	\$49,815	\$50,438
12	\$50,438	\$51,069
13	\$51,069	\$51,707
14	\$51,707	\$52,353
15	\$52,353	\$53,008
16	\$53,008	\$53,670
17	\$53,670	\$54,341