PROFESSIONAL AGREEMENT

between

Cedarhurst School
of Yale University

and

The Cedarhurst School
Professional Staff Chapter

New Haven Federation of Teachers
AFT Local #933, AFT-CT, AFL-CIO

July 1, 2015 to June 30, 2019
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PREAMBLE

This Agreement is made and entered into as of this first day of July, 2015 by and between the Cedarhurst School of Yale University (hereinafter referred to as the Employer) and the New Haven Federation of Teachers, Local #933, AFT, AFL-CIO (hereinafter referred to as the Federation).

ARTICLE I
RECOGNITION

SECTION 1  The Employer recognizes the Federation as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment for all full-time and regular part-time Teacher Advisors who are certified special education teachers and Teachers who are certified content teachers employed by the Employer but excluding all other employees and all guards and supervisors as defined in the Act.

SECTION 2  Per diem substitute teachers, regularly scheduled temporary teachers whose employment is expected to last twenty (20) weeks or less and educators not primarily responsible for a class are not included within the bargaining unit.

ARTICLE II
TEACHER RESPONSIBILITIES AND RIGHTS

SECTION 1  Mutual Cooperation

Both the Cedarhurst School and the Teachers share as a mutual goal the creation of an academic environment where individualized student learning and social behavior development takes place in a healthy, pleasant and safe environment. The Parties recognize that this must involve cooperative participation to achieve the most effective Individual Educational Plans.

SECTION 2  Instructional Goals

The teacher will secure or establish the goals for each student’s Individual Educational Plan. Each classroom teacher will develop his/her specific academic objectives that meet the conditions of the Individual Educational Plan.
SECTION 3   Teacher Responsibilities

In implementing the individual Educational Plans consistent with the guidelines established by the IEP team, the teachers both in and out of the classroom will be responsible for determining the instructional methods and materials, and for behavior management and student evaluation.

SECTION 4   Teacher Rights

A teacher is entitled to the rights of a private citizen when he/she speaks or writes as a private citizen so long as no reference is made to his/her professional association with the Employer. The private and personal life of a teacher is not an appropriate concern of the Employer except that the parties agree that it is a legitimate concern of the Employer if any personal relationships with present or former students or patients result from the professional relationship established.

SECTION 5   Teacher Responsibilities

For purposes of reference, Teacher/Advisor and Teacher shall be Teacher(s) throughout this Agreement.

ARTICLE III
WORKING CONDITIONS

SECTION 1   School Calendar

The school calendar shall conform to that of one of the area public schools including Hamden or towns contiguous to Hamden. Adjustments for unforeseen school cancellations will be communicated to a teacher as soon as possible. A teacher shall receive a copy of the calendar as early as possible but no later than June 15th of the previous year.

SECTION 2   Employment Term

A full-time teacher is one employed for one hundred eighty-five (185) days, seven and three-quarters (7¾) hours per day. A full-time teacher is required to attend five (5) staff training days prior to, during, or immediately after the one hundred eighty (180) days of student attendance. Newly hired teachers are required to attend one (1) day in addition to the foregoing for orientation.

SECTION 3   Normal Workday

A. The workday for a full-time teacher will be seven and three-quarter (7¾) hours long and end no later than 4 p.m. The school day will be within the working hours and adjusted to meet meetings and bus schedules. In the event there is an operational change which
necessitates a modification in the workday as noted above, the Employer will, whenever possible, notify the teachers in writing three (3) months prior to implementation.

B. The Employer will arrange for teacher input so that teachers’ reasonable concerns and suggestions will be incorporated into the actual implementation of the modified workday.

SECTION 4  Early Dismissal Days

The Director will schedule each Friday as an early dismissal day for mainstream students. Staff will participate in in-service training or other professional activity. The organization and planning of the in-service programs shall be a joint effort by the administration and teaching staff in order to meet the needs of the program and State requirements.

SECTION 5  Parent Conferences

There shall be no more than three (3) scheduled parent conferences in the P.M. Attendance at such conferences is mandatory unless excused by the Director. A teacher may additionally arrange to meet with parents during the working hours provided that (a) such arrangements are made in collaboration with the Administration and (b) that P.M. arrangements as noted herein above cannot be made.

SECTION 6  Off Premise Work

A teacher may be required to work off premise at another location when the Employer determines it is in the best interest of the students to do so. Such a location will provide adequate safety precautions for the teachers and be no more than twenty (20) miles from the school. Whenever practical, the school shall solicit volunteers before making the assignment. If the school requires a teacher to work at a student’s home, this assignment will be made known at the time the position is filled.

SECTION 7  Behavior Management

To provide a safe, pleasant and effective learning environment, teachers will be responsible for supervision of students throughout the school day as assigned by the Employer. Behavior management programs are in effect during lunchtime, on field trips, at physical education, careers and during class time. In a crisis, when a student requires special attention and removal from the class, the Employer will take reasonable steps to provide the teacher with support to manage either the class or the student in crisis.
SECTION 8  Liaison

Teachers will participate in the process of information transferal from and to the students, school clinicians and parents. They will identify concerns which affect the student’s performance and facilitate the information flow between the education and clinical program.

SECTION 9  Daily Preparation

A. A teacher who teaches three (3) or more classes or tutorial assignments a day shall receive daily preparation time of at least forty-five (45) minutes during each such day. Teachers may have the preparation period split into two (2) segments with one (1) of those periods being at least thirty (30) minutes.

B. A preparation period may be used as determined by the teacher for any of the following activities: lesson planning, evaluations, conferences, telephone conferences, consultations, individualized curriculum development and by mutual consent to confer with the Employer regarding student progress in learning and/or social behavior development.

C. If a teacher loses his/her daily preparation period due to the Employer’s inability to obtain a substitute teacher, the Employer shall restore the teacher’s lost preparation period within two (2) weeks of such occurrence.

D. Administration will make an effort to provide in-service time once a month for teacher collaboration/curriculum development.

SECTION 10  Report Card Preparation

Full-time teachers will be allowed one and one-half (1½) hours to facilitate report card preparation. Such sessions shall be in addition to the scheduled daily preparation period for that day.

SECTION 11  Promotional Opportunities

Vacancies for all promotional positions at Cedarhurst shall be posted for two (2) weeks prior to the filling of such positions. The postings shall contain a job description of the position and all necessary qualifications.

SECTION 12  Staff Facilities

All teachers will have access to a staff room with a telephone, a staff bathroom and a staff lunchroom.

SECTION 13  Substitute Teachers

The Employer will make every effort to secure substitute teachers when it deems necessary.
SECTION 14  **Student Teachers**

The responsibility to accept student teachers shall be voluntary.

SECTION 15  **Extra-curricular Activities**

A. The teacher who assumes the following extra-curricular activities will be paid a salary supplement when the Employer decides that the function is to be scheduled outside working hours. Such supplement will be paid upon the completion of the activity.

1. Student Council  $750 per activity
2. Newspaper  $750 per activity
3. Yearbook  $750 per activity

B. The Employer will consider proposals for a competitive sport which may qualify for a salary supplement.

SECTION 16  **Reporting Absences**

Any teacher, who is not able to report for work for any reason and has not been previously excused, must notify the Employer according to established procedures. If the procedure established by the Employer requires a toll charge for a call from the teacher’s residence, the teacher may reverse the charges.

SECTION 17  **Student Placement**

Teachers shall be consulted concerning student placement within courses. Among the factors considered shall be testing data, completion of prerequisites and class size and composition. Teachers shall be given at least twenty-four hours’ notice prior to having a student placed in his/her class.

SECTION 18  **Course Assignments**

Tentative course assignments will be mailed to teachers by August 15 of each year. Teachers shall be consulted before course assignments are made. The administration will give consideration to teaching preferences in assigning courses.

SECTION 19  **Field Trips**

Field trip requests shall be submitted two (2) weeks prior to the proposed date of the trip. The Employer will attempt to notify the requesting teacher(s) of approval as promptly as possible.

SECTION 20  **Contagious Conditions**

The Cedarhurst Administration shall exclude from the class any student who has been identified as having a contagious condition. Such condition shall be one which normally requires the person to be housebound.
SECTION 21 Classroom Size and Composition

The Employer agrees to continue in effect its current policy on Class Size and Composition, marked as Acedarapolicy2007/self-contained-classroom.doc, during the term of this Agreement.

ARTICLE IV PROBATIONARY PERIOD

A teacher when hired shall be considered to be on a probationary period during the first full semester of employment or the equivalent time period if a teacher is hired during a semester. During this probationary period, the Employer may terminate the employment of the teacher for any reason and such termination may not be challenged through the Grievance and Arbitration provisions of this Agreement. If a teacher is not notified in writing of termination by the end of the probationary period, the teacher shall be deemed to have completed the probationary period.

ARTICLE V NO DISCRIMINATION

SECTION 1 Neither the Employer nor the Federation shall discriminate against any teacher on account of race, religion, color, sex, marital status, national origin, disability, veteran status, union membership, union activity which does not violate this Agreement, or other individual beliefs, sexual orientation or activities of a teacher which do not affect the performance of work by the teacher or other University personnel.

SECTION 2 Neither the Employer nor the Federation shall discriminate against any teacher in violation of applicable law on account of the teacher’s age.

SECTION 3 The Employer shall make reasonable accommodation for handicapped teachers who are otherwise qualified to perform the required work.

ARTICLE VI UNION SECURITY

SECTION 1 Effective upon the signing of the Agreement, or effective upon the completion of the probationary period, whichever last occurs, all bargaining union teachers shall as a condition of continued employment either join the New Haven Federation of Teachers, Local 933, or pay to the Federation a service representation fee that is no more than
the amount paid by members. The amount either of membership or service representation fees shall be pro-rated equitably for part-time teachers.

**SECTION 2**
The Employer agrees to deduct monthly Federation dues, upon receipt of appropriate signed authorization from the teachers who are regularly scheduled to work twenty (20) hours or more per week, and to promptly forward such dues to the Federation office.

**SECTION 3**
The Federation shall indemnify the Employer and hold it harmless for any amounts which it is compelled to pay as a result of a claim that an amount was improperly paid to the Federation because of an error made by the Federation.

**ARTICLE VII**
**PERSONNEL FILES AND EVALUATIONS**

**SECTION 1**  *Personnel File Contents*

A teacher’s personnel file shall be defined in accordance with Connecticut law.

**SECTION 2**  *Teacher Rights*

A. A teacher shall have the right promptly to inspect that portion of his/her own personnel file located at Cedarhurst School, recognizing that there are other portions of his/her personnel file which are maintained at other locations. A teacher shall have the right to inspect all of the other portions of his/her personnel file by notifying the Personnel Representative responsible for Cedarhurst School. A teacher may inspect any portion of his/her personnel file as frequently as is reasonable. A teacher may comment in writing or reproduce any material contained therein.

B. Whenever a letter of discipline is issued, a copy shall be given to the teacher. A teacher shall have the right to grieve the validity of the factual information and supporting evidence.

**SECTION 3**  *Evaluation*

A. The purpose of a teacher evaluation is to improve the quality of instruction, which includes behavior management, and administrative functions related to instruction, which are done by the teacher. A teacher’s evaluation shall be done annually and shall be signed by the evaluator. A duplicate of the evaluation shall then be given to the teacher, and the original shall be signed by the teacher.
B. The teacher’s signature on the original indicates only that the teacher has seen the evaluation and not that he/she agrees with its contents. Evaluations, which are unsatisfactory, shall include suggestions by the evaluator for improvement on the part of the teacher.

**SECTION 4 Electrical Recording Devices**

No electrical equipment or recording devices shall be used to observe a teacher without the consent of the teacher.

**ARTICLE VIII HEALTH AND SAFETY**

**SECTION 1** The Employer agrees to provide for and maintain adequate facilities and equipment necessary to maintain a high standard of health and safety. The employer will also make a reasonable effort to provide a secure environment for the staff.

**SECTION 2** The teachers will comply with the safety rules and procedures and will report immediately to the Cedarhurst Administration any accident or injury.

**ARTICLE IX CHILDREARING**

**SECTION 1** A non-probationary teacher, who has been regularly scheduled to work twenty (20) or more hours a week and who has been continuously employed by the School for five (5) years, shall be entitled to a leave of absence without pay for up to six (6) months for either (a) maternity leave beyond the period covered by Article XIV of this Agreement; (b) paternity leave; or (c) leave to adopt a pre-school-aged child previously unrelated in any way.

**SECTION 2** For the duration of the approved leave in Section 1 above, the teacher shall have the right to continue health insurance coverage by making full payment for such insurance directly to the Employer. Life insurance coverage will continue as provided in Article XI (Fringe Benefits), for the duration of an approved leave pursuant to Section 1 above.

**SECTION 3** The provisions of Article XIV (Leave of Absence), do not apply to childrearing except as expressly provided herein under this Article.

**SECTION 4** Upon return from a leave under this Article, seniority will continue but will not be bridged.
SECTION 5 A teacher who accepts employment at a place of employment other than Cedarhurst School shall no longer be considered eligible for the protection of this Article.

SECTION 6 Teachers will be eligible for leaves for which they qualify under the State and Federal Family and Medical Leave Acts.

ARTICLE X
SALARIES

SECTION 1 Salaries for Existing Employees

Contract Length: 4 Years

For FY16 each full-time teacher will receive an increase to base salary (salary without longevity payments) of $1594.00. Teachers working less than full time will receive a partial amount of this figure adjusted for level of effort.

In FY17, 18, and 19, the increase to base salary will be calculated as follows:

1. Total base salary (salary without longevity payments) for all teachers employed as of June 30 of the prior fiscal year will be multiplied by 2.5% to create a pool. (The base salary of a part-time teacher is their salary adjusted for their reduced level of effort).

2. The pool will be divided by the number of full time equivalents of all teachers employed on June 30 (i.e., one teacher employed full time equals 1.0 fte) to determine the base salary increase per teacher.

3. Each full-time teacher will receive the full increase per teacher added to their base salary.

4. Part-time teachers will receive a prorated amount added to their base, calculated as the increase per teacher multiplied by their actual level of effort, which is less than 1.0.

A. Four current teachers receiving $3000 in longevity payment will continue to receive payment at this level. The four remaining current teachers are eligible for longevity based on the following Years of Service at Cedarhurst.

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<td>15–19</td>
<td>$1750</td>
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<tr>
<td>20 +</td>
<td>$2250</td>
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Teachers hired after July 1, 2011 will not be entitled to longevity payment.

B. The “Head Teacher” stipend is equal to ten percent (10%) of the base salary.

C. Teacher rates will be paid ninety percent (90%) of the Teacher Advisor new hire rates based upon years of teaching.

D. Additional Education

Two current teachers who do not possess a master’s degree will receive an additional $750 added to their base pay for obtaining a first master’s degree. Teachers hired after July 1, 2011 will not be eligible for Additional Education payment.

SECTION 2  New Hires

Teacher Advisors hired after July 1, 2015 will receive full credit for prior teaching at an accredited school and will have their initial salaries set within the ranges set forth below.

FY16

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FY17

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Subsequent increases will occur in August of each contract year as outlined in Section 1.

**SECTION 3  Hourly Rates**

For the purposes of determining hourly rates of those teachers working less than full-time, the annual salary shall be divided by one thousand four hundred thirty four (1434) hours.

**ARTICLE XI  FRINGE BENEFITS**

**SECTION 1  Eligibility**

The terms and conditions of this Article shall only apply to a teacher whose appointment is of more than twenty (20) weeks duration. All benefits provided by this Article are subject to the provisions of the applicable section and insurance policy.
SECTION 2 University Contributory YURAP Plan

A teacher regularly scheduled to work twenty (20) or more hours per week shall be entitled to participate in the Yale University Contributory YURAP Annuity Plan in accordance with the eligibility requirements of the Plan. Such voluntary participation ends the accrual of benefits under the Staff Retirement Plan and precludes the teacher, thereafter, from returning to the Staff Retirement Plan. An appointment of twenty (20) hours per week shall be considered an appointment of half time for purposes of determining service under the YURAP Annuity Plan. The plan is subject to eligibility and other terms and conditions that apply to University M&P employees. New hires are not eligible for the Staff Retirement Plan.

SECTION 3 Health Insurance

A teacher regularly scheduled to work twenty (20) or more hours per week shall be eligible to participate in any one (1) of the several insurance plans currently offered by Yale University. The Employer agrees to contribute to the cost of purchasing coverage for a teacher and eligible dependents as defined by the plans, in an amount that shall not exceed the contribution for one hundred percent (100%) coverage under the Yale Health Plan. The plan is subject to eligibility and other terms and conditions that apply to University M&P employees.

SECTION 4 Life Insurance

A teacher regularly scheduled to work twenty (20) or more hours per week shall be eligible for, at the teacher’s option, twenty-five thousand dollars ($25,000) of term life insurance, the premium of which shall be fully paid by the employer, and the Contributory Life Insurance Plan in amounts as defined by the Plan, the premium of which shall be paid fully by the teacher. The plan is subject to eligibility and other terms and conditions that apply to University M&P employees.

SECTION 5 Long-Term Disability

A teacher regularly scheduled to work twenty (20) or more hours per week shall be eligible for a Long-Term Disability Program equal to the present program. The plan is subject to eligibility and other terms and conditions that apply to University M&P employees.

SECTION 6 Short-Term Disability

A teacher regularly scheduled to work twenty (20) or more hours per week shall be eligible for a Short-Term Disability plan subject to eligibility and other terms and conditions that apply to University M&P employees.
SECTION 7  Death Benefit

Should a full-time teacher die while in the Employer’s service, salary shall be continued for all working days up to and including the thirtieth (30th) calendar day following the date of death.

SECTION 8  Special Tuition Assistance

Teachers will be eligible for Special Tuition Assistance subject to eligibility and other terms and conditions that apply to University M&P employees.

SECTION 9  Dental Assistance Plan

The Employer shall provide for membership in a Dental Assistance Plan at no cost to the teacher consistent with the Plan offered to University C&T employees. Teachers may elect to cover their spouses and dependent children under the age of nineteen (19) with a monthly premium charge for such additional coverage.

SECTION 10  Vision Plan

A teacher regularly scheduled to work twenty (20) or more hours per week shall be eligible for EyeMed Vision on a voluntary basis subject to eligibility and other terms and conditions that apply to University M&P employees.

SECTION 11  Scholarship Program for Sons and Daughters

The University will offer teachers a Scholarship Program for Sons and Daughters subject to eligibility and other terms and conditions as the Program offered to University M&P employees.

SECTION 12  Voluntary Benefits

The University will offer teachers fully employee paid voluntary benefits subject to eligibility and other terms and conditions that apply to University M&P employees.

ARTICLE XII
MISCELLANEOUS POLICIES

The Employer agrees that established policies such as those listed below will continue to be applicable to a teacher to the extent that they are offered to other University M&P employees, subject to eligibility and other provisions of such programs:

A. Moving Allowance
B. Special Student Program

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ARTICLE XIII
PAID TIME OFF

SECTION 1 Eligibility

The terms and conditions of this Article shall only apply to a teacher whose appointment is of more than twenty (20) weeks, duration. All benefits provided by this Article are subject to the provisions of the applicable section.

SECTION 2 Sick Days/Retirement

A. A teacher regularly scheduled to work twenty (20) hours or more per week shall receive nine (9) sick days for each year of such service. For Teachers hired before July 1, 2012 the maximum Sick Day carryover for FY12 and all subsequent fiscal years will be the number of unused sick days carried over from the previous fiscal year or 50 days, whichever is greater.

The maximum Sick Day carryover is 50 days for teachers hired on or after July 1, 2012.

B. A teacher retiring on or after January 20, 2008 will be paid out 50% of the teacher’s accumulated sick time at retirement and the 50% balance will be applied toward the teacher’s years of service as specified below. Such retiring teacher shall receive additional pension service credit for the amount of calendar time covered by working days equal to the balance of accumulated sick leave days that the teacher may have. A teacher who terminates while vested and begins immediately to collect a pension benefit from Yale may either retire earlier than otherwise by an amount of time equal to the sick leave credit provided in this paragraph, and begin immediately to collect a pension in the same amount that the teacher would otherwise have received if retiring at the scheduled time, or may retire at the scheduled time and receive additional service credit based upon the additional credit provided by this paragraph. Although no pay will be received for the amount of additional credit provided by this paragraph, the teacher’s pension amount will not be reduced because this period of additional credit is unpaid.
SECTION 3  Personal Days

A teacher regularly scheduled to work twenty (20) or more hours per week shall receive three (3) personal days to be used within the academic year. A teacher who is hired during the course of the academic year shall receive Personal Days on a pro-rated basis. Personal days are to be used for business, which cannot be taken care of outside of the teacher’s working hours, such as family illness, doctor’s appointments, or religious observation. Personal days shall not be accumulated from year to year. Except for emergencies, teachers must request personal days at least forty-eight (48) hours in advance.

SECTION 4  Bereavement Days

A teacher regularly scheduled to work twenty (20) or more hours per week is entitled to up to three (3) days off without loss of pay in the event of death in the immediate family. Immediate family is defined as parent, parent-in-law, brother, sister, spouse, child, grandparent, domestic partner, grandchild, or person in an equivalent relationship.

SECTION 5  Jury Duty

A teacher who is notified to appear in court for jury duty must inform his or her supervisor in advance of the court appearance date. Teachers selected for jury duty in judicial districts that have implemented the One-Day-One-Trial system will receive their regular salary from the University for the first five days of juror service. Beginning with the sixth day of their service, teachers will receive the difference between their current salary and the jury compensation (excluding any travel expenses and reimbursements). Under this system, jurors are expected to be available for service, but are notified on a day-to-day basis of the need to be present in court; therefore their days of service are not necessarily consecutive.

Teachers selected for jury duty in judicial districts that have not yet implemented the new system, beginning the first day of service, will receive the difference between their current salary and the jury duty compensation (excluding travel and expense reimbursements). Certification of time spent and compensation received for jury duty may be obtained by the Teacher from the Clerk of the Court. To secure the difference in pay, the department will submit copies of this certification with a Human Resources Notification form.

Teachers not required to be in court or released from jury duty during the course of the day are expected to return to the school to perform their assigned duties.
ARTICLE XIV
LEAVE OF ABSENCE

SECTION 1 Disability Leave of Absence
A non-probationary teacher, who becomes disabled and is physically unable to work, shall be granted a leave of absence for the duration of the disability, to a maximum of six (6) months. A teacher who is eligible for sick days shall use any accumulated sick days in conjunction with the Short Term Disability Plan outlined in Article XI, Section 7 before commencing an unpaid leave. Disabilities resulting from pregnancy or delivery shall be treated the same as any other disability.

SECTION 2 Personal Leave of Absence
A non-probationary teacher may apply for an unpaid Personal Leave of Absence for up to six (6) months, duration. A teacher who has been continuously employed for five (5) years may apply for an extension which may be granted by the Employer for good cause, provided that the total duration of such leave shall not exceed one (1) school year.

SECTION 3 Summer Leave of Absence
A teacher who is expected to return in the fall shall be deemed to be on approved leave of absence during the summer months. Time spent on summer leaves of absence will be counted for seniority purposes.

SECTION 4 Benefits
During an approved leave, the Employer will continue to pay its share, if any, of the premium for health and life insurance plans so long as the teacher continues to pay his/her share, if any. An approved leave assures a teacher of reinstatement to the position held prior to the leave or one of a substantially equal nature, subject only to Article XVI (Job Security).

ARTICLE XV
FEDERATION RIGHTS

SECTION 1 The Federation shall have access to one (1) bulletin board for its exclusive use for the posting of official Federation notices or announcements. Each such notice or announcement shall be submitted to and approved by the Director before being posted.
section 2  The Federation with the approval of the Director of the School may use the School facilities for meetings related to the administration of this Agreement. Such meetings shall be held before or after working hours when school is not in session.

section 3  The Federation building steward shall have reasonable access to a telephone for local calls to conduct union business. The building steward shall not investigate grievances during the working hours of the steward or any teacher.

section 4  A Federation Representative, whose name and title shall be submitted to the Director at least two (2) days in advance, may enter the School during working hours when school is not in session to confer with teachers. Such conferences shall not unduly interfere with the work of the teachers or school program.

section 5  All teachers shall have the right to wear suitable union buttons while on duty.

section 6  The Federation shall have the right to place material in teachers’ mailboxes, but not use campus mail.

section 7  Upon written request of the Federation, the Employer shall make available to the Federation all legally required information, statistics and records which are already compiled, or are readily available.

section 8  The Employer and the Federation shall pay equally for the printing of this Agreement. Fifty (50) copies of the Agreement shall be printed. The Federation shall distribute the Agreement to the teachers.

section 9  With ten (10) days notice, the Federation shall have the right to request one (1) paid day per year, but no more than one (1) teacher on a given day, in order to allow teachers to attend union conferences, workshops, conventions, etc. Such requests shall not be unreasonably denied.

section 10  Joint Consultation

There shall be established regular labor/management meetings to discuss issues of concern. Such meetings will normally be scheduled during the workday at a mutually convenient time.
ARTICLE XVI
SUMMER SCHOOL

SECTION 1 Teachers will be notified of available summer school positions at the earliest possible date but not later than June 15. When enrollment is sufficient to confirm that summer school will be held, those positions will be offered. As additional enrollment creates a position, the position will be offered.

SECTION 2 Teachers will be offered summer school positions for which they are qualified before hiring from the outside.

SECTION 3 Teachers will be paid their hourly rate for all hours worked.

SECTION 4 Acceptance of summer school work on a full-time or part-time basis will not affect a teacher’s status for determining benefits under this Agreement.

ARTICLE XVII
JOB SECURITY

SECTION 1 Staffing
The Employer shall have the sole right to determine the bargaining unit staffing needed.

SECTION 2 Layoff/Seniority Definitions
For the purposes of this Article, “seniority” means the length of continuous employment on the active payroll, including Summer Leaves of Absence. Other Leaves of Absence, which occurred prior to the signing of this Agreement, shall be considered as continuous service. Future approved leaves of absence, except for Summer Leaves of Absence, shall retain but not accumulate seniority. “Layoff” means the involuntary removal from the active payroll of an individual as the result of staffing needs.

SECTION 3 Order and Notice of Layoff and Recall Rights for Teachers/Advisors
Layoffs shall be in reverse order of seniority, unless a Teacher/Advisor possesses special skills which have been utilized by the school and which the School decides will be utilized in the future. In such a case, the order will be the next more senior Teacher/Advisor. If a layoff occurs for the beginning of the School year, notice shall be given sixty (60) days prior to the commencement of the school year. If a layoff occurs during the school term, the affected Teacher/Advisor will receive a minimum of ninety (90) days notice. A Teacher/Advisor
on layoff shall be recalled to a position equivalent to the position held prior to layoff, in reverse order of layoff, as such positions are created. A Teacher/Advisor shall lose recall rights and seniority on the first day of the fourth semester following layoff.

**Section 4**

A laid off teacher shall be eligible to receive salary continuation payments based on the following schedule:

1–4 years of service: Four weeks pay  
5–8 years of service: Eight weeks pay  
9–12 years of service: Twelve weeks pay  
12+ years of service: One week of pay per year of completed service

**Section 5**

*Notice of Layoff– and Recall Rights for Teachers*

A teacher shall receive a minimum of sixty (60) days’ notice prior to layoff. A teacher with three (3) or more years of seniority on the effective day of the layoff shall have recall rights to the position equivalent to the position held prior to layoff until the first day of the fourth semester following the effective date of layoff.

**Section 6**

*Notice of Recall*

Notice of recall shall be in writing and mailed certified or return receipt requested to the last address on file with the School. A teacher, who does not (a) notify the School of his/her decision within seven (7) working days after receipt of recall notice and (b) report to work within two (2) weeks of the date of receipt or the starting date listed in the notification of recall, shall be regarded as having refused recall and shall thereupon lose further right to recall and seniority.

**Article XVIII**

**Past Practice**

This Agreement constitutes the Parties’ complete contractual obligation with respect to the wages, hours, and other terms and conditions of employment and supersedes any and all previous Agreements including documents referred to as Side Letters. If this Agreement does not expressly restrict the Employer’s right to take a given action or establish, amend or eliminate a given policy or procedure, the Employer retains such right.
**ARTICLE XIX**
**CONFORMITY TO LAW**

If any provision of this Agreement is declared to be unlawful by an appropriate administrative agency or judicial authority, the Parties shall meet to negotiate such provision to conform to law. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE XX**
**DISCIPLINE**

The Employer retains the right to discipline and discharge non probationary teachers for just cause. Such discipline and discharge shall be progressive, except for serious offenses.

**ARTICLE XXI**
**GRIEVANCE PROCEDURE AND ARBITRATION**

**SECTION 1  Definition**

A grievance shall mean a complaint that there has been a violation, misinterpretation or misapplication of a provision of this Agreement by the Employer.

**SECTION 2  Grievant**

As used in this Article, the Federation grievant shall mean (1) an individual teacher, (2) a group of named teachers, or (3) the Federation.

**SECTION 3  Oral Discussion**

A grievance must be first discussed orally between the grievant, with or without the building steward, and the supervisor responsible for the grievance. If they are not able to resolve the grievance, it must be reduced to writing, stating the section of the Agreement allegedly violated and the relief sought. Such written grievance must be submitted to the Director of Cedarhurst within fifteen (15) school days after the grievance occurred or after the teacher should reasonably have known of the facts causing the grievance.

**SECTION 4  Step One**

The Director of Cedarhurst shall meet with the grievant, Federation steward, the supervisor named in the grievance, other witnesses deemed appropriate and, at the Director’s option, one (1) university
representative. The Director shall respond in writing to the grievance within ten (10) working days of such meeting.

SECTION 5  Step Two

If the Federation disagrees with the decision, it may appeal the decision within ten (10) working days to the Vice President for Administration of Yale University or his/her designee. The Parties shall meet at a mutually convenient time and place. The Vice President for Administration of Yale University or his/her designee shall respond in writing to the grievance within ten (10) working days of such meeting.

SECTION 6  Arbitration

A. If the Federation disagrees with the decision, it may appeal within ten (10) working days the grievance to, in rotating order, an arbitrator from the American Arbitration Association (AAA). The arbitration proceedings shall be conducted under the rules of the AAA.

B. Arbitration hearings shall normally be scheduled during the day at a mutually convenient time and location on University property.

SECTION 7  Expenses

Each Party shall bear the expenses of its representatives, witnesses, and costs related to presentation of its case. All other fees and expenses of the arbitration shall be borne equally by the Parties.

SECTION 8  Arbitral Authority

The Arbitrator shall have no authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The Arbitrator’s decision shall be final and binding upon the Parties.

SECTION 9  Any grievance not initiated within the time limits or not appealed to the next step within the time limits shall be considered settled. In order to process grievances in a timely manner, any grievance which occurs within the last fifteen (15) working days prior to commencement or prior to the end of summer school must be presented in writing by the end of June or by the end of summer school, whichever is appropriate, or be deemed settled. Time limits may be extended by mutual agreement between the Parties.
ARTICLE XXII
EMPLOYER RIGHTS

Except as provided expressly in this Agreement, the Employer retains the right to manage and direct the teachers covered by this Agreement and to determine the employment policies applicable to them. Such right includes, but is not limited to, the right to hire, schedule, assign, transfer, layoff, evaluate, discipline and discharge; to determine the hours, days and months of employment; to determine the facilities, methods, equipment and procedures to be utilized in performing work; to determine the number of teachers and the work to be performed by them; to determine the quantity and quality of such work; to determine the job content of all jobs; to determine whether work or services are to be performed by teachers, purchased, subcontracted or performed by other personnel; to establish reasonable rules and regulations applicable to teachers; and to exercise all other functions and to take all other actions necessary for the Employer’s operation.

ARTICLE XXIII
NO STRIKE / NO LOCKOUT

SECTION 1 The Parties recognize the need for uninterrupted operation of the Employer and agree that there should be no interference in such operations.

SECTION 2 During the term of this Agreement, the Employer will not lockout any teacher.

SECTION 3 During the term of this Agreement, there shall be no strikes, work stoppages, slowdowns, or picketing which results in any cessation of work by any teacher, by another employee of the Employer, or any person doing business with the Employer, or any other interference with the operation of the Employer by the Federation or any teacher.

SECTION 4 A teacher who violates this article shall be subject to disciplinary action, up to and including discharge.
ARTICLE XXIV
DURATION

SECTION 1  This Agreement shall be effective at 12:01 a.m. on July 1, 2015, and shall remain in effect until midnight on June 30, 2019 and from year to year thereafter unless terminated in accordance with the provisions below.

SECTION 2  Either Party may terminate this Agreement as of midnight on June 30, 2019 or on any June 30 thereafter. If either Party desires to exercise this right, it shall give the other Party written notice not less than ninety (90) days prior to the June 30 in question. The Parties agree to meet within fifteen (15) days after the date of receipt of such notice to consider the making of a new Agreement.

SECTION 3  If this Agreement is terminated by either Party, and the Parties have not reached a new Agreement by the expiration date of this Agreement, the arbitration procedure provided by Article XX of this Agreement shall not be available with regard to grievances based upon action taken by the University after the expiration date of this Agreement, unless the Parties have specifically agreed to extend the entire Agreement for the definite period or specifically agree in writing to arbitration of a particular grievance.
IN WITNESS THEREOF, the Parties hereto have caused these presents to be duly executed this 10th day of June 2015.

BY

MICHAEL PEEL
Vice President
Human Resources & Administration

BY

DAVID CICARELLA
President, New Haven Federation of Teachers
AFT Local #933, AFT-CT, AFL-CIO