

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
CITY AND COUNTRY SCHOOL, INC.  
AND  
LOCAL 2110 UAW

## **ARTICLE 1 - RECOGNITION**

The City and Country School, Inc. (“C&C” or the “School”) recognizes Local 2110 UAW (the “Union”) as the exclusive bargaining agent for the unit certified by the National Labor Relations Board in Case No. 02-RC-291617, including all full-time and regular part-time professional employees and non-professional employees employed by the School and excluding all confidential employees, managers, guards, and supervisors as defined by the National Labor Relations Act.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

Except as otherwise modified by this Agreement, the School has and retains exclusively to itself the traditional management rights to manage, direct and control the School and its programs, including, but not limited to the following: to manage and operate School programs and facilities; to determine its budget; to establish, modify or abolish programs and courses of instruction; to invest its resources; to set tuition levels; to direct employees; to determine the School calendar; to determine hours of work; to select, hire, promote, transfer, evaluate, discipline, suspend, discharge, lay off and recall employees; to determine or modify class schedules; to determine assignments and responsibilities of employees; to control the use of School facilities, property and equipment; to purchase and sell facilities, property and equipment; to locate, relocate or close facilities; to locate or relocate equipment or property; to set standards for students; to set standards for employees not inconsistent with the terms of this Agreement; to promulgate rules and regulations, and to supervise employees. The parties further recognize that C&C has the responsibility to efficiently manage and conduct School operations within reasonable legal and financial limitations and that the School’s primary obligation is to provide a viable framework and organization for delivering quality education to its students.

### **ARTICLE 3 - UNION RIGHTS**

1. Union representatives shall have reasonable access to the School premises for the purpose of conferring with employees covered by this Agreement. Such visits shall not interfere with School operations. Union representatives shall not engage with any teacher during class time. Such meetings shall not occur during employee working time, except by mutual agreement or in cases of grievances, including grievance preparation or grievance meetings. Any such meetings that occur during school hours will take place in non-student-facing areas of the School. The Union shall notify a C&C representative designated for this purpose in advance of the visit.
2. There shall be one (1) Union-designated bulletin board at a location mutually agreeable to the parties and one (1) Union-designated bulletin board in the hallway of the basement of 13th St.
3. The Union shall be permitted, twice per school year, to hold meetings on C&C premises at 3:30 p.m., on dates agreed upon by the Union and the School, during what would otherwise be an all-staff meeting. The School shall not unreasonably deny such requests. On these occasions, the School will compensate employees whose normal shift typically ends before 3:30 p.m. This includes any time between the employee's shift end through the end of the meeting. Likewise, the School will compensate an employee who comes in early to attend a meeting if their shift does not start until after 3:30 p.m.
4. The School shall allow the Unit Chair and delegate reasonable access to School meeting space.
5. Serving as a Unit Chair or union delegate (up to a maximum of four (4)) shall fulfill any requirement to serve on a City and Country School committee, but does not prohibit participation in any such committee.

**ARTICLE 4 - NOTICE**

Notice to the Union that is required to be in writing shall be sent electronically to [local2110@2110uaw.org](mailto:local2110@2110uaw.org) and/or by mail to the office of the Union which is currently:

350 W. 31<sup>st</sup> St.  
4<sup>th</sup> Floor  
New York, NY 10001

Notice to the School that is required to be in writing shall be sent electronically to a School-designated individual and/or by mail to:

146 W 13th St.  
New York, NY 10011

**ARTICLE 5 - INFORMATION TO THE UNION**

1. The School will notify the Union of new hires in bargaining unit positions within fourteen (14) working days of the start of the employee's employment, including, if reported to the School, name, email address (C&C and personal), date of hire, job title, division, department, salary, exempt/non-exempt status, part-time/full-time status, home address, home telephone number, date of birth, gender, race/ethnicity, preferred name, preferred pronouns, and job description.
2. The School will notify the Union of bargaining unit resignations within fourteen (14) working days of occurrence, including name and date of resignation.
3. The School will notify the Union of bargaining unit transfers, promotions, relocations, reclassifications, and title changes within fourteen (14) working days of occurrence.

## **ARTICLE 6 - UNION SECURITY AND V-CAP**

1. All members of the bargaining unit shall either become members of the Union or pay agency fees to the Union no later than thirty (30) calendar days after the start of their employment or the execution of this Agreement, whichever is later, and shall thereafter be obligated to pay uniformly required dues or agency fees as a condition of continued employment.
2. An employee who fails to satisfy the above shall be discharged within thirty (30) calendar days following the receipt of a written demand from the Union requesting their discharge if, during said period, the required dues or agency fees have not been tendered. However, the School shall have no obligation to terminate any employee pursuant to this provision unless the Union provides the employee, with a copy to the School, a written notice of dues / agency fee delinquency containing, at a minimum, the following information: (a) the employee has failed to tender dues / agency fees as required; (b) the amount of dues / agency fees owed; (c) instructions on remitting such dues / agency fees; and (d) that if the employee does not tender such dues / agency fees within ten (10) working days following receipt of the notice, the Union will request the employee's discharge, and the School will discharge the employee within thirty (30) days following such request.
3. In the event this Agreement is ratified during the 2022-2023 school year, bargaining unit employees who were employed by the School on March 1, 2022 and remain employed by the School on the ratification date of this Agreement are not subject to termination under Section 2 of this Article during the 2022-2023 school year.
4. The Union agrees that it will indemnify and hold the School harmless from and against any and all claims, demands, liabilities, suits or any other form of action taken under this Article.
5. Upon receipt of a written notice from the Union, the School shall promptly deduct from the wages all membership dues (or agency fees) as provided in the authorization form executed by the employee, which must be attached to the written notice from the Union. Such deductions shall be made each pay period. The School will notify the Union promptly of any revocation of such authorization received by it.

6. The School shall forward those funds on a monthly basis to the Union with a report listing the names of all employees for whom dues or agency fees are deducted, the amount and pay period of the deduction, and delineating any amount deducted for an initiation fee. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

7. The School shall be relieved from making such deductions from any employee whose employment has been terminated, is not on the payroll because of an unpaid leave of absence, or is on a leave of absence pursuant to a partial wage replacement program.

8. The School shall provide new hires with an introductory letter signed by the Union. Otherwise, it shall be the obligation of the Union to notify employees of their obligations to the Union under this Agreement. A Union representative shall be entitled to hold a Union orientation meeting with a new employee during the new employee's work day within fifteen (15) working days of the employee's start of work, provided the Union gives the School advance notice and the orientation meeting does not disrupt School operations. Such meetings shall be scheduled before 8:00 a.m. or after 4:00 p.m., or during the employee's lunch break if the employee does not have student-facing responsibilities during that time.

9. The School agrees to deduct from the pay of an employee voluntary contributions to UAW V-CAP, provided that each such employee has executed an "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.

a. Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement. The minimum contribution shall be \$1.00 per paycheck.

b. A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the School before any such deductions are made. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.

- c. The School agrees to remit said deductions promptly to UAW V-CAP, care of the Union. The School further agrees to furnish the Union with the names of those employees for whom deductions have been made, the amounts that have been deducted, and the pay period for which they have been deducted.

#### **ARTICLE 7 - NONDISCRIMINATION**

Employees shall not be discriminated against on the basis of race, creed, union membership and/or activity, color, religion, alienage or national origin, ancestry, citizenship status, age, disability, sex, pregnancy, caregiver, marital or partnership status, familial status, veteran or military status, sexual orientation, genetic information, gender identity or expression, status as a victim of domestic and/or sexual violence or stalking, or any other characteristic protected by applicable federal, state, or local laws.

#### **ARTICLE 8 - GRIEVANCE PROCEDURE**

A grievance shall be defined as any dispute over the interpretation, application, or alleged violation of the Agreement.

Procedure:

1. **Step One:** To initiate a grievance, the employee at issue shall, within ten (10) working days after the employee should reasonably have learned of the event giving rise to the grievance, discuss the grievance with the supervisor or other departmental representative to attempt a resolution.
2. **Step Two:** If not resolved at Step One, the Union may file with the Principal or their designee a written grievance within ten (10) working days after the completion of Step One. The written grievance shall contain a brief statement of the reason for the grievance and the provision or provisions of the Agreement alleged to have been violated. Within ten (10) working days of the submission of the Step Two grievance, C&C shall arrange a meeting between the Principal or their designee, the employee at issue and the Union to discuss the grievance. The School shall issue a written response to the grievance within ten (10) working days after the Step Two Grievance Meeting. When possible, employees participating in the Step Two Grievance Meeting shall notify their supervisor at least two (2) business days in advance of the Step Two Grievance Meeting so the School can secure adequate alternate coverage.

3. One (1) employee union representative shall be permitted to attend grievance meetings without loss of pay, along with the grievant and one (1) non-employee Union representative, except in circumstances of grievances which involve multiple employees. For grievances for which either the grievant or the employee Union representative is a teacher, the grievance meeting will be scheduled during non-class time. For grievances for which either the grievant or the employee Union representative is a non-teaching employee, the grievance meeting will be scheduled during the grievant's regular work shift.

4. **Arbitration:** If not resolved in Step Three, the Union shall have a right to pursue the grievance to arbitration by submitting a written demand notice to the School within twenty (20) working days of receipt of the written decision issued in Step Two.

The grievance shall be submitted to one (1) member of a standing panel of no fewer than four (4) arbitrators. The parties will first attempt to reach mutual agreement on the panel arbitrator to hear the dispute. If the parties are unable to reach mutual agreement on a panelist, the panel will rotate in alphabetical order.

In the event no member of the panel is available within six (6) months of the date of the Union's demand for arbitration, C&C and the Union shall jointly apply to the American Arbitration Association ("AAA") to provide a panel of eleven (11) arbitrators and the cost will be equally borne by the parties. The School and the Union will then either agree on an arbitrator from the list, or shall alternately strike arbitrators from the list until one name remains, and that person shall serve as the arbitrator. Either party may request a list, or strike from a list independently if the other party fails or refuses to join in an application to AAA for a list, or to participate in the selection process once a list has been furnished. Either C&C or the Union may request further lists from AAA in the event all of the names on the list submitted are unacceptable. The arbitration shall otherwise be conducted under the rules prescribed by the arbitrator.

The panel will be comprised of the following arbitrators:

Melissa Biren  
Daniel F. Brent  
Marlene Gold  
Bonnie Weinstock



In the event any of the above-listed arbitrators becomes permanently unavailable, the parties will select a replacement arbitrator by mutual agreement.

5. The decision of an arbitrator shall be final and binding on both parties. The costs of the arbitration shall be borne equally by both parties.

6. Grievances concerning the termination or layoff of an employee, denial of vacation or leave to an employee, health and safety matters, or grievances that concern employees from more than one department may be filed by the Union commencing at Step Two of the procedure.

7. Employees shall have a right to Union representation at each step of the procedure.

8. The School's failure to answer a grievance within the foregoing time limits shall not be deemed acquiescence thereto, and the Union may advance the grievance to the next step. The failure of the Union to file a grievance within the foregoing time limits shall be deemed a waiver of the grievance and bar further action thereon.

9. No individual worker may initiate any arbitration proceeding or move to confirm or vacate an arbitration award.

#### **ARTICLE 9 - TEMPORARY EMPLOYEES**

1. The School may use temporary employees to replace an employee on a leave of absence for the duration of the leave.

2. The School may retain temporary employees for up to a maximum of ninety (90) consecutive days to fill a bargaining unit vacancy, provided the vacancy is posted (internally or externally, in accordance with this Agreement) and the School is actively working to fill it.

3. The School shall notify the Union of all temporary employees performing bargaining unit work within 14 working days of hire and include the name of the temporary employee, the expected duration of the temporary assignment and the position to which they are assigned.

4. In the event that a temporary employee is retained beyond the maximum allowable time periods in 1 and 2 above, the temporary employee shall be included in the bargaining unit and their date of hire for the purpose of seniority shall be their original date of hire as a temporary employee. In no event will this result in retroactive benefits.

## **ARTICLE 10 - SUBCONTRACTING**

There shall be no subcontracting of bargaining unit work:

1. if the subcontracting results in the reduction of Bargaining Unit positions in the affected department, based on the number of bargaining unit positions filled in the affected department at the time the subcontracting occurs.
2. before offering it to a laid off employee on the recall list who is eligible for recall to perform the work under Article 42 (Layoffs).
3. to fill a vacancy from which a bargaining unit employee resigned within the last two (2) months.

Nothing herein prevents the School from using non-employees as it has in the past to substitute for bargaining unit employees due to absences.

## **ARTICLE 11 - PERSONAL WORK**

Employees shall not be required to perform personal work, services, or errands for any other employee, Board Member, Vendor, Patron, or Visitor of the School.

## **ARTICLE 12 - NECESSARY EQUIPMENT**

The School shall assign to employees temporary use of technological equipment (e.g., laptops, cellphones) it deems necessary to carry out their job functions, including communication and report-writing that may occur off School premises.

## **ARTICLE 13 - PERSONNEL FILES**

1. An employee shall have a right to review their Personnel File, up to a maximum of two (2) times per academic year, with three (3) working days' written notice to the School, if possible.
2. Only authorized supervisors and designated School representatives or agents will have access to an employee's personnel file except upon the employee's written consent. The School will cooperate and provide access to an employee's personnel file to local, state and federal agencies in accordance with applicable law.
3. Confidential health/medical records will be kept separately from an employee's personnel file.

#### **ARTICLE 14 - POSTING OF VACANCIES**

When possible, bargaining unit position vacancies shall be posted internally via email and on the Union bulletin boards for five (5) working days in advance of advertising externally. Otherwise, bargaining unit position vacancies shall be posted internally at the same time they are posted externally. Postings shall specify bargaining unit status and shall include job title, hiring salary range, schedule of hours, and a short description of responsibilities and qualifications.

#### **ARTICLE 15 - PROMOTIONS AND TRANSFERS**

C&C will post vacancies for bargaining unit positions in accordance with Article 14 (Posting of Vacancies). Qualified bargaining unit members who have completed their trial period who apply for a bargaining unit vacancy within five (5) working days of its initial posting date (whether internal or external) will be interviewed for the position. Years of relevant experience at C & C shall be a factor in determining qualifications under this provision.

#### **ARTICLE 16 - LABOR-MANAGEMENT COMMITTEE**

The Union and the School agree to establish a joint Labor-Management committee consisting of equal representation of bargaining unit members and School leadership that shall meet quarterly (or more frequently, if necessary) about issues of concern to the parties. The School representatives on the committee shall include at least two members of the Senior Admin Team supervising teaching and non-teaching staff. The Union shall designate its own representatives to the committee, which may include one (1) staff representative from Local 2110, provided both parties include at least one instructional member and one non-instructional member. The committee shall not engage in collective bargaining, nor shall Committee meetings replace formal steps in the Grievance and Arbitration procedure in this Agreement. Committee meetings shall be scheduled at mutually convenient times and will be held on work time. The parties may raise health and safety topics at Labor-Management Committee meetings and shall convene in the case of an urgent health and safety situation.

## **ARTICLE 17 - HEALTH AND SAFETY AND WORKPLACE CONDITIONS**

1. The School shall provide a safe and healthful work space.
2. The Labor Management Committee shall be promptly notified of any urgent health and safety situation affecting employees.
3. The School shall provide ongoing health and safety training to employees, including but not limited to evacuation, fire safety, lockdown training, chemical handling where relevant, CPR, and First Aid.
4. The School shall provide appropriate and safe equipment for employees' usage, in accordance with expert guidance, government agency standards, and legal obligations.
5. The School shall notify the Union within forty-eight (48) hours of learning of any on the job injury sustained by a bargaining unit member.
6. Asbestos Removal, Painting and Construction: The School shall provide affected employees and the Union with at least seventy-two (72) hours advance notice, when possible, of asbestos removal, planned painting or construction done in employees' work areas.
7. Ergonomics: Ergonomic considerations shall be a factor in the School selection of furniture and other equipment.
8. Emergency Closing: In the event of a School closing due to weather or any other conditions beyond employees' control, the School shall notify employees as early as practicable of such closing.
9. Health Emergencies: In the event of a national, state or local health emergency, including but not limited to a pandemic or epidemic, C&C may unilaterally implement emergency policies and procedures necessary to protect the health and safety of the C&C community. The School shall notify the Union within twenty-four (24) hours of such actions. Nothing herein diminishes the legal obligations to bargain with the Union over changes which it would seek to extend beyond seventy-two (72) hours. Nothing herein waives the right of the Union to grieve or bargain over these emergency policies and procedures.

## **ARTICLE 18 - SCHOOL COMMITTEES**

1. No employee in their first year of employment with the School shall be required to serve on a School committee.
2. Up to five (5) bargaining unit members per school year are permitted to fulfill the post-first-year committee participation requirement by serving on the Union bargaining committee. Up to four (4) bargaining unit members per school year are permitted to fulfill the post-first-year committee participation requirement by serving in an ongoing union representative position.
3. Participation in a Union committee, any School-designated Ad Hoc Committee (exclusive of “hiring committees”) as well as being a Board of Trustees Faculty Representative shall fulfill the committee work requirement. Staff shall, upon request, be released from committee work for one (1) year after two (2) completed years serving as a committee chair. Part-time workers are welcome but not required to serve on a committee. Non-faculty employees shall not experience any loss of pay for participation in committees and are not required to work any overtime to engage in committee work.
4. Employees may but are not required to serve on more than one committee.
5. Chairing School-sanctioned Adult Affinity Groups and serving as a Board of Trustees Faculty Representative shall count as Committee Chair work for the purpose of allowing any such person to cycle out of committee work for one (1) year after serving two (2) years in either of these roles.

## **ARTICLE 19 - HOURS OF WORK**

The School has the exclusive right to determine the scheduled school year and/or modify the school schedule as deemed necessary, subject to the following:

1. Teaching Employees:

All full-time instructional employees are expected to be in their classroom or other assigned location no later than fifteen (15) minutes prior to the student arrival time for the Group for which they teach their first class of the day, until 4:00 p.m. four (4) days a week, and until 5:30 p.m. one (1) day a week for staff meetings. Notwithstanding the above, up to a maximum of two (2) days per week, teachers may be expected to begin work at 8:00 am for scheduled meetings.

Work hours for part-time teachers align with their set schedule.

- a. Middle School Associate Teachers participating in the Middle School Morning Program are expected to be in attendance from 7:45 a.m. to 3:45 p.m. on those days (or until 5:30 p.m. in the event of a weekly staff meeting). This provision does not apply to the Extended Day program.
  - b. All C&C teachers, whether full-time or part-time, are required to participate in and attend School-scheduled programs, activities and/or meetings outside of normal work hours, including but not limited to regular staff meetings, monthly team meetings, parent conference days, in-service days, group nights, concerts and/or other performances, field trips, admissions events, and June and August staff week activities. For school events that do not require attendance by all instructional staff, efforts shall be made to ensure a rotation in required attendance. Instructional staff will not be required to participate in or attend such activities after the day following graduation in June or earlier than the Monday of the week prior to Labor Day.
  - c. All instructional employees shall be entitled to a thirty (30) minute lunch that doesn't overlap with supervising student lunches, meetings or prep time.
  - d. Teachers are entitled to dedicated preparation time as set forth in Article 26 (Prep Time).
  - e. Requested deviations from the work hours set forth in this section (e.g., requests to remotely work preparation periods) are subject to the procedures set forth in the Remote Work provision at Article 21.
2. Non-Teaching Employees:
- a. All non-teaching employees shall work a set schedule.
  - b. The regular work week for full-time, non-teaching staff shall be forty (40) hours, scheduled Monday through Friday, inclusive of (for hourly employees scheduled to work six (6) or more hours in a day), a daily paid forty-five (45)-minute lunch break and one (1) paid fifteen (15)-minute break.

## **ARTICLE 20 - HOLIDAYS**

1. The following shall be paid holidays for all FT employees and any employees regularly scheduled to work on the day the holiday is observed:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Juneteenth  
Fourth of July  
Labor Day  
Indigenous People's Day  
Thanksgiving Break (Wednesday through Friday)  
Christmas Day

2. Should the following holidays fall on a day the School is normally operating, they should be considered paid holidays for employees as noted above:

Lunar New Year  
Eid-al Fitr  
Passover  
Good Friday  
Diwali  
Rosh Hashanah (2 days)  
Yom Kippur

## **ARTICLE 21 - FLEXIBLE AND REMOTE WORK ARRANGEMENTS**

1. Employees may request permission from their manager approval for a remote work arrangement permitting the employee to work remotely. The manager will evaluate the suitability of the request based on the employee's eligibility for remote work given their job responsibilities, including being an active and connected member of the school community; the potential strain of the remote work arrangement on the ability of the employee to effectively collaborate with their colleagues; the adequacy of the employee's remote work setup and resources; the employee's ability to adhere to appropriate data and cybersecurity precautions while working remotely; the employee's ability and fulfillment of any tax and/or legal implications of the remote work arrangement, including under federal, state and local laws, and other operational needs as determined by the School.

2. The School will not approve remote work arrangements (and may rescind any remote work arrangements) that interfere with the requesting employee's fulfillment of their job responsibilities, involve varying remote work days (as opposed to the same day each week), and/or cause any office/department to be without at least one person working in-person every day. Remote work arrangements may be subject to rescission in any of the following circumstances: an individual working remotely is not online and reachable during their normally scheduled work hours (all exceptions must be approved by the individual's supervisor); an individual working remotely does not follow the usual attendance procedures when taking time off during regularly-scheduled work-from-home days; an individual with a remote work arrangement does not meet goals, projects and deadlines, and/or otherwise is not consistently meeting performance expectations; an individual working remotely and is eligible for overtime pay does not accurately record/report all hours worked (in all cases, hours worked in excess of those scheduled per day and per work week require advance approval from the individual's supervisor); and/or the School determines that operational needs necessitate the individual work in-person.

3. The School shall not unreasonably deny requests for remote, hybrid or flexible work arrangements nor unreasonably rescind such arrangements. In the event the School rescinds such arrangements it will do so with reasonable advance notice to the employee.

#### **ARTICLE 22 - TRIAL PERIOD**

1. Trial Period for Teachers: Each new teacher will be in a Trial Period for their first year of employment. The School may, in its sole discretion, discipline any teacher in their Trial Period, up to and including termination, for any reason. A teacher disciplined or discharged during the Trial Period shall not have recourse to challenge the discipline or termination in the parties' grievance and arbitration procedure. Any Trial Period teacher identified by the School by January 30 of their Trial Period as not meeting performance expectations will be notified by February 15 and provided with steps for improving their performance, including relevant training opportunities as applicable.



2. Trial Period for Non-Teaching Employees: Non-teaching employees shall be in a Trial Period for their first 120 days of employment. The School may opt to extend the Trial Period of any non-teaching employee by a period of thirty (30) days, with advance notice to the Union and the employee. The School may, in its sole discretion, discipline any employee in their Trial Period, up to and including termination, for any reason. An employee discipline or discharged during the Trial Period shall not have recourse to challenge the discipline or termination in the parties' grievance and arbitration procedure.

**ARTICLE 23 - NEW SCHOOL YEAR WORK WEEK**  
**& END OF SCHOOL TEACHER WORK DAYS**

The School has the exclusive right to determine the scheduled school year and/or modify the school schedule as deemed necessary in light of current conditions, subject to the following:

1. Faculty and Staff are expected to report to work the week prior to the first day of the school year to participate in preparation activities as follows:

- a. New Faculty/Staff orientation will be held the Monday prior to the first week of School, which is an optional work day for returning Faculty/Staff.
- b. All new and returning Faculty/Staff are expected to attend School-scheduled meetings, trainings and events the Tuesday, Wednesday and Thursday of the week prior to the first day of the school year.
- c. The Friday of the week prior to the first week of School for Faculty/Staff generally is reserved for classroom work and attending self-scheduled meetings as necessary.
- d. If, by the Monday of the week prior to the first week of school, the School becomes aware that classrooms will become unavailable to Faculty/Staff before the end of the day on Friday of the week prior to the first week of School, the School will notify Faculty/Staff of such unavailability by Monday of the week prior to the first week of school. Such notice is not required in the event classrooms become unavailable due to an emergency or other unforeseen circumstances.

2. Closing Staff Meetings and Teacher Work Days are Graduation Day and the day after Graduation Day.

## **ARTICLE 24 - REAPPOINTMENT OF TEACHING STAFF**

1. The School will provide reappointment offer letters to teachers no later than March 15 of the current school year. The teacher must accept the offer in writing within ten (10) working days of receiving it or the offer will lapse. Reappointment letters extended to Trial Period teachers may be revoked at the School's sole discretion up to and including the last day of the Trial Period.

2. The role of Associate Teacher (not including full-time Floaters) is intended as a developmental role in which an individual may serve a maximum of three (3) years. Associate Teachers generally are not reappointed to additional years of service. In limited exceptional circumstances, the Principal or appropriate Division Director at issue may make exceptions to this policy, in their sole discretion. The parties agree that, should any such exceptions be granted, they will not establish a past practice or precedent on which the Union or any employee should rely.

## **ARTICLE 25 - ASSOCIATE TEACHERS**

The Associate Teacher role (not including full-time Floaters) is intended as a developmental role in which an individual may serve a maximum of three (3) years. Associate Teachers generally are not reappointed to additional years of service. In limited exceptional circumstances, the Principal or appropriate Division Director at issue may make exceptions to this policy, in their sole discretion. The parties agree that, should any such exceptions be granted, they will not establish a past practice or precedent on which the Union or any employee should rely.

## **ARTICLE 26 - PREP TIME**

1. Dedicated preparation time shall be used for preparation related to teaching duties, including lesson planning, grading and family communication. The School shall provide a minimum of five (5) cumulative hours of dedicated preparation time per week for full-time teachers (not including Associate Teachers, Floaters or the Pianist/Accompanist), exclusive of meal, break or School-scheduled meeting time. Full-time Associate Teachers shall be provided with a minimum of three (3) hours of dedicated preparation time per week, and full-time Floaters shall be provided with a minimum of two (2) hours of dedicated preparation time per week. Part-time teachers (including full-time employees who serve in a teaching role as only a portion of their full-time responsibilities) shall be entitled to pro-rata dedicated preparation time based on their individual hours of work in a teaching role.

2. All instructional staff shall determine with the approval of their Division Director when during the week their dedicated preparation time will be scheduled.

3. Instructional staff with unassigned time (e.g., time not spent teaching/supervising children, in school-scheduled meetings) in excess of the dedicated preparation time amounts set forth above may be assigned to instructional duties (e.g., coverage) during those times.

The weekly dedicated preparation time amounts set forth above will decrease proportionally in any week in which school is in session for fewer than five (5) full days. For example, in a week during which school is in session for four (4) days, full-time Teachers would be entitled to four (4) hours of dedicated preparation time; full-time Associate Teachers would be entitled to two point four (2.4) hours of dedicated preparation time, and so forth.

Side Letter: The School agrees that for the 2023-24 school year, it will not reduce the prep time for any employee who has been scheduled for prep time hours beyond the minimum.

## **ARTICLE 27 - PARENT CONFERENCE AND REPORT WRITING DAYS**

1. Parent Conference Days shall be one (1) full day as well as additional half day(s) as needed for faculty to reasonably complete their conferences.

2. Division Directors will determine whether faculty are able to schedule Parent Conferences in person or via teleconferencing.

3. There shall be no "in the school building" requirement for faculty for Report Writing Day.

## **ARTICLE 28 - WORKPLACE DIVERSITY, EQUITY AND INCLUSION**

1. The Employer and the Union are committed to workplace diversity, equity and inclusion (DEI). The School shall make good faith efforts to promote an inclusive workplace and a diverse workforce, including but not limited to, committing resources to recruitment, hiring, training, retention and promoting career development of bargaining unit employees consistent with this commitment.
2. Job postings and C&C's website shall state that C&C is committed to diversity, equity and inclusion.
3. Consistent with its existing policy, C&C shall release employees with pay to participate in any mandatory DEI trainings. Requests for permission to miss work for voluntary DEI trainings will be considered on a case-by-case basis. The requesting employee must request and obtain permission at least thirty (30) days in advance when possible.

## **ARTICLE 29 - PROFESSIONAL DEVELOPMENT**

1. Employees are expected to take an active part in a full range of professional development activities, including those arranged and scheduled by the School during the school year.
2. Employees also are encouraged to take advantage of other professional growth opportunities outside of the School which would benefit them and the School, including attendance at trainings, workshops, conferences and seminars (including reasonable associated domestic travel and lodging costs). Employee requests for funding for these professional growth opportunities should be directed to the employee's supervisor. Such requests will be assessed on a case-by-case basis but shall not be unreasonably denied.
3. Employees enrolled in an approved degree, certification or credential program at an accredited institution may apply for funding for tuition, courses, certificate programs, licensure programs and exam fees. The School must pre-approve courses eligible for reimbursement, but such requests shall not be unreasonably denied.
4. The School will set aside a minimum of \$50,000 annually for employee professional development outside of the school, as set forth in Paragraphs 2 and 3 of this Article but is under no obligation to allocate the full amount to specific employee requests if it does not receive enough and/or appropriate requests, in its discretion.

### **ARTICLE 30 - MENTORSHIP**

The School may assign mentors to mentor/mentee relationships as necessary for regular feedback meetings, planning, advising, etc. during an academic year or semester (outside of regular team planning or grade level meetings). Assigned mentors shall be compensated at a rate of \$750 per semester or \$1500 per academic year. The Union acknowledges and agrees that mentor/mentee assignments are subject to change from semester to semester and year to year, and that a mentoring assignment in any semester shall not create an expectation of a mentoring assignment in subsequent semesters and/or years.

### **ARTICLE 31 - SUMMER GRANTS**

1. Increase grant amounts as follows:
  - One (1) Week: \$1,000
  - Two (2) Weeks: \$2,000
  - Three (3) Weeks: \$3,000
2. Amounts above do not include associated reasonable domestic travel expenses and/or materials costs, which may also be awarded by the School.
3. All instructional staff, including Associates, Learning Specialists, Librarians, etc. are eligible for Summer Grants.
4. Employee summer grant requests should be directed to the employee's supervisor.
5. The School shall consider and make determinations for summer grant requests in its discretion, based on operational, programmatic and budgetary needs. However, the School is under no obligation to award a specific number of summer grants in any given year.
6. Applications for Summer Grants shall not be unreasonably denied.

## **ARTICLE 32 - SABBATICALS**

1. A sabbatical leave is a leave, or break, away from the institution for purposes such as study, other learning experiences, opportunities for professional involvement not possible during a normal work year, and professional or personal growth. Sabbatical leave represents C&C's interest in the professional development of its employees who have made a long-term commitment to the School. Its purpose is to promote personal and professional growth, and to increase employees' professional contribution to the School.
2. The School will establish a sabbatical leave program with the purpose of providing long-tenured employees with professional growth opportunities that promote their contributions to the School. Sabbatical awards are not guaranteed in any given school year.
3. Under the program, the School may award up to one of each of the following sabbatical opportunities per school year: (i) for an employee with more than ten (10) years of employment with the School, an unpaid sabbatical of up to one (1) year, with continuation of benefits (subject to the eligibility requirements of particular benefit plans); and/or (ii) for an employee with more than twenty (20) years of employment with the School, a sabbatical of up to one (1) year with 50% salary continuation and continuation of benefits, (subject to the eligibility requirements of particular benefit plans).
4. The School will evaluate sabbatical proposals using an application process and evaluation criteria. The process and criteria will be determined by School leadership and discussed with the Labor Management Committee.
5. The Sabbatical application period and awards shall be completed prior to any deadline for responses to offer letters to staff for the upcoming school year;
6. Working for the Union shall be considered a qualifying reason to apply for sabbatical;
7. An employee on sabbatical leave who receives a renewal offer for the school year immediately following the one in which the sabbatical leave is taken is expected to accept the renewal offer and serve the full year of employment performing the usual duties of the position to which they are appointed. An employee who returns to School employment following a sabbatical leave will not lose seniority (as defined in this Agreement) as a result of the sabbatical leave.

8. An employee who returns to School employment following a sabbatical leave may be expected to share with colleagues, School leadership, and/or students certain elements of their sabbatical experience, to be determined by the School.

9. No C&C employee is eligible to take more than one (1) unpaid and more than one (1) paid sabbatical during their tenure at the School, and a single employee's sabbatical leaves must be more than ten (10) years apart.

10. The Union acknowledges and agrees that the award of sabbaticals in any given year/semester under this program is contingent on the availability and strength of applications, as well as the School's operational and budgetary needs. Should the School determine that it cannot provide sabbaticals as outlined in this article, it shall notify the Union by March 1 of the preceding academic year.

### **ARTICLE 33 - SICK LEAVE**

1. Full-time ten (10)-month employees shall be entitled to eight (8) sick days per fiscal year.

2. Full-time twelve (12)-month employees shall be entitled to ten (10) sick days per fiscal year.

3. Part-time employees shall be entitled to sick leave on a pro-rated basis based on the full-time allowance, equating to no less than one (1) hour for every thirty (30) hours worked.

4. Sick time may be used in half-day or full-day increments (four (4) hours, and eight (8) hours, respectfully for full-time employees; pro-rated for part-time employees), except in cases in which the employee elects to use accrued unused sick time in percentage amounts to "top up" the School's disability benefit or the New York state paid family leave to allow for, when possible, fully paid leave.

5. Employees shall be entitled to carry over accrued unused sick days from one fiscal year (July 1-June 30) to the next, up to a maximum of twenty-two (22) total “banked” sick days. However, employees employed on the effective date of this Agreement who have a sick leave “bank” in excess of twenty (20) days may retain their entire sick leave balance as of the effective date of this Agreement.

**ARTICLE 34 - VACATION**

1. Teaching employees are not eligible for vacation days other than official school vacations and holidays when school is not in session.

2. Full-time, full-year non-teaching staff other than nurses are entitled to the following vacation accrual amounts per fiscal year (July 1 – June 30):

Length of Service	Vacation Accrual	Monthly Accrual Rate
Years 1-3	10 days	0.84 day per month
4+ Years	15 days	1.25 days per month

3. All regular non-faculty shall receive one (1) week of each of the two (2) breaks (Winter and Spring), scheduled at the discretion of Department supervisors based on operational and coverage needs. Such employees who do not normally work a full-time schedule will receive pay for break time off consistent with their normal schedule.

4. The School Nurse position has vacation each year from July 1 through two (2) Fridays before Labor Day, except for two (2) weeks in July to be scheduled by the School.

5. Any non-exempt non-instructional employee required to work any days beyond the equivalent of one week during either the Winter or Spring break shall be paid at 1.5x their regular rate of pay for all hours worked. Any exempt non-instructional employee required to work any days beyond one (1) week during either the Winter or Spring break shall receive one (1) comp day for every day worked during the break in excess of one (1) week.



6. Employees must request to schedule vacation or comp time, and obtain supervisory approval, reasonably in advance of the time off requested. The School may deny an employee's vacation scheduling request if, in its determination, granting the request is detrimental to its operational needs. Vacation requests will not be unreasonably denied.

7. Employees are expected to take their full annual accrual of vacation time in the fiscal year in which it is accrued, with a sixty-two (62)-day grace period extending beyond the June 30 fiscal year-end (i.e., to August 31 of the same calendar year). In no event may vacation time accrued in the prior fiscal year continue to accrue or be available for use after the August 31 immediately following the end of the fiscal year in which the vacation was accrued, except in the case of an employee who is denied vacation days, in which case the employee may elect to (i) carry over the amount of time denied until the employee is able to use it; or (ii) be paid out for the vacation time denied.

8. The School will permit employees to "borrow ahead" (i.e. use vacation days prior to accrual of such days), up to a maximum of five (5) days. In certain exceptional circumstances, the Principal may in their sole discretion, allow an employee to borrow-ahead additional days prior to accrual. The parties agree that, should the Principal opt to grant any such exceptions, they will not establish a past practice or precedent on which the Union or any employee should rely, or create any expectation that like exception requests will be granted.

9. Except in cases of gross misconduct, an employee who separates from employment with an unused vacation balance (excluding teaching staff) will be paid out for the accrued unused time, provided the employee provides the School with at least two (2) full weeks' notice of resignation.

### **ARTICLE 35 - PERSONAL DAYS**

1. Full-time employees shall be entitled to two (2) personal days per year.
2. Part-time staff who work a minimum of 50% of a full-time schedule are entitled to one (1) personal day per year.
3. Employees must obtain permission from their supervisor to schedule personal days. When sought for a foreseeable need, permission must be sought at least thirty (30) days in advance. When sought for an unexpected emergency need, a requesting employee must seek and obtain permission as soon as practicable under the circumstances.
4. Teaching employees may not use personal days during the following times: the first three (3) weeks of school; the last three (3) weeks of school; immediately before or after scheduled vacations, school breaks, and school-designated holidays; and professional development days. The parties agree that, should the Principal opt to grant any such exceptions, they will not establish a past practice or precedent on which the Union or any employee should rely, or create any expectation that like exception requests will be granted.
5. Requests to use a personal day meeting the requirements of this Article shall not be unreasonably denied.
6. Employees shall not be required to explain why they are using any personal day.
7. Personal days do not carry over from one fiscal year to the next and are not paid out upon separation of employment.

### **ARTICLE 36 - SUMMER FRIDAYS**

1. Full-time, twelve (12)-month staff other than Buildings and Grounds staff will have at least six (6) paid “Summer Fridays” between the last Friday in June and the second Friday in August, scheduled by department supervisors.
2. Buildings and Grounds staff will be offered six (6) floating days off scheduled throughout each school year, which must be requested of and approved by the Director of Facilities at least two (2) weeks in advance of the requested floating day off. Such requests will not be unreasonably denied; provided, however, operational needs are reasonable grounds for denying a request. All language in this Article that applies to Summer Fridays also applies to the Buildings and Grounds floating days off.
3. Summer Fridays may not be used to supplement vacation.
4. Employees are eligible to take a department-scheduled Summer Friday only if they have worked at least three (3) days during the week of the scheduled Summer Friday, unless failure to do so is due to the use of sick day/s and/or designated holiday/s. An employee who takes two (2) or more vacation days and/or personal days Monday through Thursday of a Summer Friday week must use an accrued vacation day for the Summer Friday.
5. For Reception staff, the receptionist(s) shall submit requests for Summer Fridays or Mondays, which shall not be unreasonably denied, by May 1<sup>st</sup>, and the School shall confirm the schedule no later than June 1<sup>st</sup>. The School may designate a Monday rather than Friday as a “Summer Friday” in order to ensure adequate Reception coverage.
6. Any employee who declines to take a Summer Friday or scheduled floating day off as described in this Article waives their right to do so; such days are not paid out and do not roll over.

**ARTICLE 37 - STIPENDS**

If the School opts to fill the following stipended roles in a given school year, the School will pay the following corresponding stipend amounts, which are subject to applicable and legally required taxes and withholdings. The School determines in its sole discretion whether the roles will be filled and the individual who will fill each role, which is subject to change from year to year, semester to semester, or other relevant period at the School’s discretion.

Music and Chorus Coordination	\$3500
Rhythms Room Scheduling	\$3500
Teacher Scheduling	\$8500
Scheduling Lower School Floater Coverage	\$5000
High School Placement Help*	\$2000
Translation Services for High School Placement Help*	\$2000
Facilitation of Student Affinity Groups**	\$2500
Morning Movement	\$40/session
Private Music Lessons	90% of amount parents’ cost
Coaching***	Head Coach \$55
	Assistant Coach \$40
Add-ins	\$75/hr Head Teacher
	\$45/hr Assistant Teacher
Extended Year	\$45/hr Head Teacher
	\$35/hr trAssistant Teacher
Add-ins Substitute	\$40/hr
Extended Services Substitute	\$40/hr
Admissions Screening Events/playdates	Full day: \$100
	Half Day: \$50
Block Connection Workshops	\$200
DISC Dance Chaperone	\$100
Overnight Trips	\$200 per night
Childcare for Parent Events	\$45/hr

\* As assigned by, and under the direction of, the Division Director.

\*\* Refers to school-sanctioned student affinity groups and approved facilitators under the direction of the Director of Community Life.

\*\*\* Rate applies only to existing bargaining unit employees appointed to coaching roles.

### **ARTICLE 38 - ADDITIONAL HOURS**

It is the School's intention to offer additional hours to part-time School employees qualified to perform the work when the School determines it is economically and logistically practicable. However, there shall be no obligation or expectation that the School offer additional hours to a School employee if doing so will require the payment of overtime, or if – in the School's sole determination – the employee is not qualified to perform the work, the additional hours could inhibit the employee's effective performance of their normal job functions, and/or offering the additional hours is otherwise impracticable. This provision does not limit, restrict, or prohibit the School from entering into agreement(s) with vendor(s), contractor(s) or other provider(s), not inconsistent with this Agreement.

### **ARTICLE 39 - ESSENTIAL WORKERS**

Any employee required to work during a non-scheduled school closure (ie: weather, emergency, etc.) shall receive 1.5 x the regular rate of pay for all hours worked during such a closure.

### **ARTICLE 40 - TEMPORARY TRANSFER OF DUTIES**

In the event that an employee is assigned to cover the work of a higher-paid bargaining unit employee for a period of three (3) continuous weeks (school weeks for teaching employees) or more during which the substitute employee spends at least half of their time performing the substitute work, they shall receive 10% premium rate (i.e., 110% of the substituting employee's regular pay rate), provided the 10% premium does not result in weekly pay for the substituting employee that exceeds the regular weekly pay of the employee who normally performs the work (in which case, the substituting employee will receive a premium rate that results in an amount equal to the standard weekly rate of the employee who normally performs the work). The premium shall be back-dated to the first day of the substitution duties (once the three (3)-week threshold is reached).

An employee who covers the work of a higher-paid bargaining unit employee for at least half of their work time each day for at least fifteen (15) non-continuous days within a fifteen (15) week period is eligible for the 10% premium.

**ARTICLE 41 - ANNUAL WAGE INCREASES**

1. Effective July 1, 2023, all employees hired prior to April 1, 2023 shall receive the following increases (hourly configured based on the FTE annual salary amounts below):

- a. Less than \$60,000 7%
- b. \$60,000-\$80,000 5.5%
- c. \$80,000-\$100,000 4.5%
- d. More than \$100,000 4.5%

2. Effective July 1, 2024, all employees who have been in their then-current positions for at least **three (3)** months: 5%

3. Effective July 1, 2025, all employees who have been in their then-current positions for at least **three (3)** months: 5.5%

**ARTICLE 42 - ASSOCIATE TEACHERS AND FLOATERS SCALE**

**Effective July 1, 2023** Associate Teachers and Floaters will be subject to the following scale according to their step of employment in the position at C&C:

- Step 1 = \$52,000
- Step 2 = \$53,500
- Step 3 = \$55,000
- Step 4 = \$56,500
- Step 5 = \$58,000
- Step 6 = \$59,500

Effective July 1, 2024 and July 1, 2025, the scale will increase by one and one half percent (1.5%).

Effective July 1, 2024 and July 1, 2025, the salaries of existing Associate Teachers and Floaters will increase to the next Step on this scale or the annual wage increase, whichever is greater.

**ARTICLE 43 - LONGEVITY BONUS**

Full-time employees who achieve the following longevity milestones with C&C will receive the following corresponding bonus amounts, effective June 30 of the year in which they achieve they milestone:

- Ten (10) years of service:           \$1,500.00
- Twenty (20) years of service:       \$2,500.00
- Thirty (30) years of service:       \$3,500.00

Part-time employees who achieve the above-listed longevity milestones with C&C will receive a bonus in the amount of fifty percent (50%) of the corresponding full-time longevity bonus, effective June 30 of the year in which they achieve the milestone.

**ARTICLE 44 - WAGE MINIMUMS**

If the School fills the positions listed below, the School agrees to the following hiring minimums for full-time positions (prorated for part-time positions), effective July 1, 2023:

Buildings and Grounds Employee	\$23.50/hour
Carpenter / Buildings and Grounds Support Technician	\$32.50/hour
Buildings and Grounds Manager / Foreperson	\$36.00/hour
Administrative Associate (e.g., Divisional, Admissions, Community Life, etc)	\$58,000
Receptionist	\$58,000
Associate Director of Communications	\$75,000
Associate Director of Admissions	\$85,000
Community Life, Equity and Inclusion Coordinator	\$68,000
Development Coordinator	\$72,000
High School Placement Associate Director	\$90,000
Technology Associate	\$60,000
Psychologist	\$100,000
Learning Specialist	\$90,000
Nurse	\$95,000

These minimums will increase by 1.5% on July 1, 2024 and by 1.5% on July 1, 2025.

**ARTICLE 45 - GROUP AND SPECIALS TEACHER NEW HIRE MINIMUMS**

Full-time Group and Specials Teachers will be hired according to the following salary minimums (pro-rated for part-time positions) according to the School’s placement of a new hire in the appropriate step based on the individual’s relevant experience.

These minimums will increase by 1.5% on July 1, 2024 and by 1.5% on July 1, 2025.

<b>Step</b>	<b>Minimum New Hire Salary</b>
1	\$66,660
2	\$68,660
3	\$70,700
4	\$72,115
5	\$73,805
6	\$75,285
7	\$77,030
8	\$79,745
9	\$82,135
10	\$83,875
11	\$85,550
12	\$87,125
13	\$88,740
14	\$90,515
15	\$91,700
16	\$93,125
17	\$96,810
18	\$99,715
19	\$102,205
20	\$104,250
21	\$105,995
22	\$107,565
23	\$109,715
24	\$111,445
25	\$113,570
26	\$116,975
27	\$119,315
28	\$121,285
29	\$123,195
30	\$125,305



#### **ARTICLE 46 - CHILDCARE DURING MANDATORY EVENTS**

For any event for which the School provides childcare and expects an employee to participate, the School shall make such childcare available for a child of at least four (4) years of age for whom a participating employee is the parent or guardian for the duration of their participation in the event, provided the School's insurance carrier continues to cover such children.

#### **ARTICLE 47 - AFTER-HOURS MEALS AND TRANSPORTATION**

1. In the event an employee whose work day traditionally ends before 8:00 pm is asked by the School to work past 8:00 pm, the School will reimburse the employee for cab fare or rideshare fees to commute home (or to another location of comparable distance) after 8:00 pm, provided the employee follows the School's expense reimbursement request procedures. An employee seeking reimbursement for other transportation-related expenses outside normal work hours should seek and obtain prior approval from a supervisor before incurring the expenses and requesting reimbursement.

2. In the event an employee is asked by the School to attend a work-related event outside of normal work hours, the School will notify the employee in advance if a meal will be provided. Employees must seek and obtain prior approval before incurring meal-related expenses and requesting reimbursement.

#### **ARTICLE 48 - HEALTHCARE**

The School agrees to maintain without substantial change the employee medical insurance plan options available on the effective date of this Agreement. Benefits and eligibility requirements of the health insurance offerings are fully described in and governed by policies and regulations set forth by the insurance coverage carriers.

The School agrees to maintain the percentage of the premium that employees must contribute toward health plan premiums as of the effective date of this Agreement. The Union acknowledges and agrees that the premium costs may increase or decrease each plan year.

## **ARTICLE 49 - RETIREMENT**

The School offers eligible staff members a retirement plan managed by Teachers Insurance and Annuity Association of America (“TIAA”). Eligibility requirements and contribution amounts are set forth in the applicable plan documents which are ~~which are~~ available through the Human Resources office. The School’s retirement plan offerings are subject to the continuing approval and regulatory authority of government agencies and may be amended to comply with their regulations.

## **ARTICLE 50 - PAID DISABILITY LEAVE**

The School provides enhanced disability coverage for qualifying full-time employees unable to work due a disability. After a seven (7)-calendar-day waiting period, an employee demonstrating a qualifying reason for leave may be paid up to sixty percent (60%) of their normal weekly wage, minus all regular deductions, up to a maximum weekly gross salary of \$1,200, during the first twelve (12) weeks of any short-term disability leave (subject to the seven (7)-day waiting period). To be eligible for this benefit, an employee must apply for and be approved for short-term disability benefits through the School’s insurance carrier. Any short-term disability insurance payments that an employee receives will be used to offset the School’s paid disability benefits. Paid disability leave runs concurrently with any other leave, including leave under the federal Family and Medical Leave Act (“FMLA”). An employee receiving this benefit does not accrue any further paid time off or paid sick leave during any period of paid disability leave. Health benefits will continue during a period of paid disability leave, subject to the terms of the applicable benefit plans.

When possible, employees must notify the School at least thirty (30) days in advance of the need for leave. When such advance notice is not possible, the employee must notify the School of the need for paid disability leave as far in advance as practicable.

Eligible employees may participate in this plan subject to all terms and conditions of the School’s arrangement with the relevant insurance carrier.

### **ARTICLE 51 - BEREAVEMENT LEAVE**

Employees are entitled to three (3) days per death of a family member. For purposes of this provision, “family member” is defined as: spouse, domestic partner, child, parent, sibling, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepchild, stepparent, stepsibling, guardian, or any individual whose close association with the employee is the equivalent of a family. Employees may also request one (1) day off without pay, or use other accrued paid time off, to attend the funeral of a friend or a family member other than their “family member” as defined above.

The Principal may in their sole discretion grant requests for additional bereavement days on a case-by-case, non-precedent-setting, basis.

### **ARTICLE 52 - OTHER BENEFITS**

The School offers the following benefits for employees covered by this Agreement who meet eligibility requirements for the benefits according to the School policies for administering each benefit and corresponding plan documents (if applicable), which are available through the Human Resources office. Benefit plans regulated by government agencies are subject to the continuing approval and regulatory authority of such agencies and may be amended to comply with their regulations. Otherwise, the School agrees to maintain without substantial change the following benefits available on the effective date of this Agreement:

1. Dental Insurance
2. Vision Insurance
3. Life, AD&D Insurance
4. Flexible Spending Account
5. TransitChek Transit and Parking Benefits
6. Tuition Reimbursement

### **ARTICLE 53 - DISCIPLINE AND DISCHARGE**

1. No employee shall be disciplined or discharged without just cause.
2. The School shall notify the Union in writing by the end of the next working day when school is in session, and end of the next business day when school is not in session, of a discharge, suspension or written warning, with the reason for the discharge, suspension or written warning.

### **ARTICLE 54 - LAYOFFS**

1. The School shall provide the Union no less than thirty (30) days advance notice before the effective date of a layoff.
2. For purposes of this Article, "Preschool" is comprised of classes of 2s, 3s, and 4s. "Non-Preschool" is comprised of classes of 5s and above.
3. Layoff and Recall Procedures for Teaching Employees:

In the event of the layoff of teaching employees (excluding the termination of any employee in their Trial Period), layoffs shall be conducted by student age group and employee job classification, and in accordance with division goals, in the following manner:

- a. Trial Period teachers within the student age group and classification being reduced shall be laid off first without regard to their individual periods of employment. If further reduction is needed, the least senior teaching employee in the classification within the student age group / grade level shall be laid off, taking into account program needs. In the event a teaching classification selected for layoff is filled by more than one person teaching multiple age groups across multiple divisions, the School will have discretion to determine which of the employees in the classification will be laid off, with relevant experience at C & C being one of the factors used to make the determination.
- b. In the event that the School considers a non-Preschool teacher selected for layoff qualified to fill a vacant bargaining unit teaching position in the division or grade level immediately above or immediately below the grade level position from which the affected teaching employee is being laid off, the vacancy shall be offered to the employee before any other applicant, taking into account program needs.

- c. In the event that the School considers a Preschool teacher selected for layoff qualified to fill a vacant Preschool bargaining unit teaching position, the vacancy shall be offered to the employee before any other applicant, taking into account program needs. In the event the School considers two (2) or more teaching employees selected for layoff qualified to fill a vacancy pursuant to this provision the vacancy shall be offered first to the one the School considers the most qualified for the vacancy.
- d. In no event is the School obligated to fill a non-Preschool teaching vacancy with a teacher selected for layoff from a Preschool teaching position, and in no event is the School obligated to fill a Preschool teaching vacancy with a teacher selected for layoff from a non-Preschool teaching position.
- e. If, within twelve (12) months of a non-Trial Period teacher's layoff, a bargaining unit teaching vacancy occurs, the following recall procedures apply:
  - i. If the vacancy is a non-Preschool teaching position, the School will offer the laid off teacher the position, taking into account program needs, before filling it with an external candidate, if all of the following circumstances apply:
    - a) The laid off employee was laid off from a non-Preschool teaching position;
    - b) The vacant non-Preschool teaching position is in the division or grade level immediately above or below the one from which the laid off teacher was laid off;
    - c) The vacant non-Preschool teaching position is in the same classification as the position from which the laid off employee was laid off; and,
    - d) The School considers the laid off teacher qualified to fill the vacancy.
  - ii. If the vacancy is a Preschool teaching position, the School will offer the laid off teacher the position, taking into account program needs, before

filling it with an external candidate, if all of the following circumstances apply:

- a) The laid off employee was laid off from a Preschool teaching position;
- b) The vacant Preschool teaching position is in the same classification as the position from which the laid off employee was laid off; and,
- c) The School considers the laid off teacher qualified to fill the Vacancy.

iii In the event the School considers two (2) or more laid off non-Trial Period teachers as eligible for recall to the same position pursuant to the above criteria, the vacancy shall be offered first to the one the School considers most qualified for the vacancy.

iv The School will notify an employee selected for recall by emailing the employee's personal email address on file, texting the employee's personal cell phone on file, and emailing the Union.

v A recalled teaching employee must return to work or confirm with the School arrangements to return to work within one (1) week of the date of the School's written offer of recall, or the offer will lapse.

#### 4. Layoff and Recall Procedures for Non-Teaching Employees:

In the event of a layoff among non-teaching employees (excluding the termination of any employee in their Trial Period), layoffs shall be conducted by job classification in the following manner:

- a. Trial Period for non-teaching employees in the classification being reduced shall be laid off first without regard to their individual periods of employment. If further reduction is needed, the least senior employee in the affected classification shall be laid off first, taking into account program needs.

- b. In the event the School considers the affected employee qualified to fill a vacant non-teaching bargaining unit position in the same classification, the vacancy shall be offered to the qualified non-teaching employee scheduled for layoff before any other applicant, taking into account program needs.
  - c. In the event the School considers two (2) or more non-teaching employees scheduled for layoff qualified to fill the non-teaching vacancy (in the classification from which they are scheduled for layoff), the vacancy shall be offered first to the one the School considers the most qualified for the vacancy.
  - d. If, within twelve (12) months of a non-Trial Period non-teaching employee's layoff, a non-teaching bargaining unit vacancy occurs in the same classification from which the employee was laid off, and the School considers the laid off non-teaching employee qualified for the vacancy, the qualified laid off employee within the classification will be offered the position, taking into account program needs, before the position is filled with an external candidate.
    - i In the event the School considers two (2) or more laid off non-Trial Period non-teaching employees qualified to fill a non-teaching bargaining unit vacancy in the job classification from which they have been laid off, the vacancy shall be offered first to the one the School considers the most qualified for the vacancy.
    - ii The School will notify an employee selected for recall by emailing the employee's personal email address on file, texting the employee's personal cell phone on file, and emailing the Union.
    - iii A recalled non-teaching employee must return to work or confirm with the School arrangements to return to work within one (1) week of the date of the School's written offer of recall, or the offer will lapse.
5. It shall be the responsibility of employees to keep the School informed of the employee's current address and telephone number and to notify C&C in writing of any changes to the employee's contact information.

6. An employee not in their Trial Period who is laid off for a reason unrelated to the permanent closure of C&C shall receive severance pay in the amount of one (1) week per year of service, in accordance with the School's standard payroll practices, up to a maximum of sixteen (16) weeks in no case less than 2 (two) weeks, provided that the employee first executes a separation agreement with a general release and waiver of claims in a form provided by the School. The employee's health coverage will be maintained until the first of the month following the severance period, a portion of which may be provided under COBRA. If an employee is recalled during the severance period, severance pay ceases on the last business day before the employee resumes work pursuant to the recall offer.

7. Relevant experience at C&C shall be one of the factors the School considers in determining employee qualifications under this provision.

8. The School shall make efforts to avert layoffs and shall meet with the Union to discuss ways of averting any layoffs.

#### **ARTICLE 55 - SUCCESSORSHIP**

This Agreement shall be binding upon all successors and assigns of the School.

#### **ARTICLE 56 - SEVERABILITY**

If any provision of the Agreement is adjudicated to be unlawful by a tribunal of competent jurisdiction, no other portion, provision, or article of this Agreement shall be invalidated. The parties shall bargain in good faith with respect to any provision found to be unlawful.

#### **ARTICLE 57 - REORGANIZATION**

The School will notify the Union no less than thirty (30) days in advance of a reorganization that will result in a reduction of bargaining unit positions, the creation of new bargaining unit positions, or new job descriptions for existing bargaining unit employees. Such notice shall include name of affected employees, title and department of affected employees and/or new position(s), the projected date of change, and reason(s) for change.



**ARTICLE 58 - NO STRIKE / NO LOCKOUT**

1. During the term of this Agreement, there shall not be, nor shall the Union, its agents or members, for any reason, authorize, institute, aid, condone, or engage in a work slowdown, work stoppage, picketing (or honoring a picket line), strike (including sympathy strike), or concerted interference in any way whatsoever with the operation of the School or any part or facility of it for any reason whatsoever. If any of the prohibited activities in this provision occur, the Union shall take every reasonable step to end it, including but not limited to requesting the employees cease and desist. Engaging in any conduct violating this clause may be grounds for termination.
2. During the term of this Agreement, provided there is no breach of the No-Strike clause, there shall be no lockout of employees over a labor dispute with the Union.
3. The parties recognize the serious impact on the education of students which would result from a violation of the No-Strike provisions of this Agreement and accordingly, there shall be cooperation between the parties to end such activity.

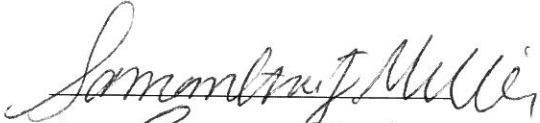
**ARTICLE 59 - DURATION**

This Agreement shall commence on the date of ratification and shall be effective up to and including June 30, 2026.

FOR LOCAL 2110 UAW

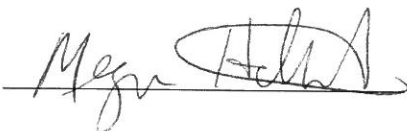


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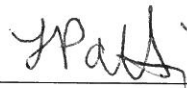








FOR CITY AND COUNTRY SCHOOL



DATE: May 13, 2024