

HANCOCK CENTRAL SCHOOL DISTRICT

# **Sample Negotiations Proposals that Support Workforce Stability**

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# 2022 MASLA Conference Sample Proposals

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## **HOURS AND WORKING CONDITIONS**

### **Proposal – Class Coverage**

#### **Proposed Language**

Modify Article VII, Hours and Working Conditions, Section F, Class Coverage, to read as follows:

Class Coverage: Teachers will not be required to cover for another teacher under penalty of insubordination, with the exception that teachers who have completed their probationary periods, will be required, if deemed necessary by the Building Administrator, to forgo one preparation and planning period every two weeks of the school year in order to cover a class for an absent teacher. If assigned to cover such a period, the teacher will be paid the hourly curriculum writing rate specified in Article XX of this Agreement.

All teachers, including probationary teachers, may volunteer on any day to forgo one preparation and planning period to cover a class for an absent teacher. If approved and assigned by their Building Administrator to cover such a period, the teacher will be paid the hourly curriculum writing rate specified in Article XX of this Agreement.

Teaching Assistants may volunteer on any day to forgo one preparation and planning period to cover a class for an absent unit member. If approved and assigned by their Building Administrator to cover such a period, the Teaching Assistant will be paid the hourly curriculum writing rate specified in Article XX of this Agreement. Such payment will only apply where the Teaching Assistant has given up their preparation and planning period for the day, and not in circumstances where they may be assigned to cover a class as part of their regular duties.”

#### **Current Language**

Class Coverage: Teachers will not be required to cover for another teacher under penalty of insubordination.

#### **Rationale**

Use of substitute teachers, the vast majority of which are not professionally qualified, results in uncertified persons providing instruction and thus creates significantly diminished teaching and learning opportunities for students. This proposal provides for a minimal loss of preparation time by the instructional staff members designated to cover for some of these absences. Such assignments will result in additional compensation for the staff members so assigned.

This proposal is designed to not affect probationary teachers who need the least amount of disruption as they learn and perfect their craft. However, it does allow for staff members, including probationary teachers, to volunteer to cover for absent colleagues, provided the faculty member has the approval of their Building Administrator. All staff members volunteering to forgo their planning periods will receive additional compensation at the prevailing hourly curriculum rate.

## **LEAVES**

### **Proposal – Attendance Incentive**

#### **Proposed Language**

Add a new provision to Article IV, Leaves; Section A, Paid Sick Leave, to read as follows:

“Any Teacher who has accumulated at least sixty (60) or more cumulative sick leave days at the beginning of the year and has used fewer than three (3) sick leave days during that school year may sell back up to five (5) sick leave days at the rate of one hundred dollars (\$100) per day. Any days sold back will be deducted from the unit member’s total accumulated sick leave days and will not be eligible for payment as part of their final increment, as per Article XVII of this Agreement. Election of this option must be made by June 1 and payment will be made in the first available pay period in July.

Any Teaching Assistant who has accumulated at least sixty (60) or more cumulative sick leave days at the beginning of the year and has used fewer than three (3) sick leave days during that school year may sell back up to five (5) sick leave days at the rate of 25% of their normal daily rate per day sold back. Any days sold back will be deducted from the unit member’s total accumulated sick leave days and will not be eligible for payment as part of their final increment, as per Article XVII of this Agreement. Election of this option must be made by June 1 and payment will be made in the first available pay period in July.

For Teachers and Teaching Assistants, use of sick leave for an absence covered under the FMLA or for purposes of leave related to pregnancy will not be considered as part of the three (3) sick days used in the above calculation.”

#### **Current Language**

This is a new provision to be added to Article IV, Section A.

#### **Rationale**

Teacher absences result in loss of truly effective instruction for our students. If the District can provide a reasonable incentive for Teachers to use sick leave sparingly, we will avoid having to use substitutes and be able to reward Teachers for changes in behavior that lead to consistent and regular attendance.

Under the terms of the CBA, Teachers and Teaching Assistants receive payment for unused sick leave at time of retirement. Such language assumes a Teacher will complete their career in Hancock. This proposed language provides that unit members can sell back up to five (5) days of sick leave in each year they use only three (3) or fewer days. This means they can receive a payment each year instead of waiting for retirement.

This incentive is structured so that new staff members and current staff will be required to have a minimum of sixty (60) days accumulated before they can take advantage of this benefit. This will serve to protect any staff member from having too few days to cover a need for sick leave absences for themselves or their family members. This sellback is limited to a third of an educator’s annual accumulated days, so they can continue to accrue needed sick leave.

## **CURRENT UNIT MEMBERS AS SUBSTITUTES**

### **Proposal – Work Day, Work Week and Overtime**

#### **Proposed Language**

Add a new provision to Article III, Work Day, Work Week and Overtime, to read as follows:

Unit members may sign up to work as substitutes in other titles, provided such work occurs during times when they are not working in their regular position (i.e. Bus Drivers and Second-Shift Custodians substituting in the Cafeteria Department).

#### **Current Language**

This is a new provision that will not modify or replace current language.

#### **Rationale**

The Hancock Central School District, like all employers in New York, is facing a shortage of candidates for open positions and a shortage of substitutes to fill in when staff are absent. One way to address this is to offer current unit members who may be free at the appropriate times the opportunity to make additional money by working as substitutes. The proposed language would lay out the basic rules for the compensation for such work.

## **RETIREMENT**

### **Proposal – 403b Tax Sheltered Annuity Program**

#### **Proposed Language**

Add a new section to Retirement, to read as follows:

For unit members covered under Tier 6 or above the NYS Teachers Retirement System, the District will participate in an employer matching 403(b) tax sheltered annuity program. The employer will make an annual maximum matching contribution of 1.5% of the employee's base salary to be made each fiscal year on or before August 1st. The match shall be based on earnings from July 1 through June 30.

#### **Current Language**

This is a new provision that will not modify or replace current language.

#### **Rationale**

Employees hired after April 1, 2012, have been placed in Tier 6.

*Please see chart on next page.*

	Tier 4	Tier 6
< 20 years	1.67% x years of service	1.67% x years of service
20 years+	2% x years of service up to 30 (60%)	1.75% x years of service up to 20 (35%)
	plus 1.5% for each year of NYS service beyond 30 years (30 years = 60%)	plus 2% per year beyond 20 years of service (30 years = 55%)
Early Retirement	Prorated reduction of up to 27% when retirement occurs before age 62 with less than 30 years of NYS service.	Prorated reduction of up to 52% when retirement occurs before age 63 regardless of your total service.
	No reductions if the member is age 62, or if credit totals 30 years or more.	

As shown in the chart above, the State is diminishing the retirement benefit in a way that lessens the actual benefit for Tier 6 and above employees. The above benefit will allow for additional 403(b) contributions and address the disparity in benefit while also allowing for more retirement options for such employees.