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4677

Professional Agreement
between
Campbell-Savona Teachers Association
and
Board of Education
Campbell-Savona Central School District

• 7/1 6/30
2002-2005

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

89

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Professional Agreement

The Campbell-Savona Central School Board of Education, upon the basis of satisfactory evidence having been presented by the Campbell-Savona Teachers Association that it represents a majority of the teaching staff, including part-time teachers who are placed on the contract salary schedule, but excluding psychologists, nurses, aides, teaching assistants, guidance counselors, director of federal and special projects, long term and per diem substitutes, administrators, athletic director/faculty manager of athletics and/or any combination of these job titles and teachers, does hereby recognize the Campbell-Savona Teachers Association as the exclusive representative of said group and that it is entitled to all the rights and privileges given to it under the "Public Employees Fair Employment Act". (Contractual inclusion or exclusion of future job titles and/or positions will be mutually agreed upon between the Association and the employer.)

Whereas, the Superintendent of Campbell-Savona Central School hereinafter referred to as the "employer", and the Campbell-Savona Teachers Association, hereinafter referred to as the "Association" have agreed to certain conditions of employment and desire to be bound thereto for the conditions as set forth,

Now, therefore, it is agreed:

Article 1 - Pay Periods

- A. Teachers shall have the option of a 10 or 12-month pay plan.
- B. Teacher paydays shall be on alternate Thursdays. If a vacation or holiday falls on a payday, the District may, at its discretion, provide paychecks early to all teachers.

Article 2 - Payroll Deductions

- A. In accordance with Section 3109 of the Education Law, the district will make provisions for payroll deductions for qualifying tax-sheltered annuities.
- B. The District shall deduct, from the salaries of its employees, dues as set forth by the Association as said teachers individually and voluntarily authorize the Board to deduct in accordance with the law. Dues deductions will be made each pay period after receipt of authorization, and the District shall transmit the monies promptly to the Association. Teacher authorization shall be in writing on the form provided by the Association for the amount stipulated by the Association.

- C. The District shall deduct from the salaries of its employees requested deductions for the Steuben Educators' Federal Credit Union. The standard form shall be used.
- D. In addition to the above, provision shall be made for payroll deduction for the United Way upon receipt of proper authorization.

Flexible Benefits Plan

Effective July 1, 1999, or as soon as possible, the district will establish a qualified IRS Section 125 Flexible Benefit Plan. All costs for the administration of the Plan will be borne by the district.

Article 3 - Extra Assignments

The following represents the method on which the salaries for Extra Assignments listed below will be determined providing that said positions are created and/or approved by the Board of Education.

During the 2002-2003 school year extra pay salaries shall be based upon the following listed percentages of the starting teacher salary. During the 2003-04 and 2004-05 years extra pay salaries will be based on the same percentages. However, the following schedule will be used to reflect consecutive years of experience in the same activity:

| | | | |
|--------------------------|---|-----------------|-------------|
| one through four years | = | starting salary | |
| five through eight years | = | starting salary | plus \$1000 |
| nine years and over | = | starting salary | plus \$2000 |

The teacher shall have the option of either receiving one check at the conclusion of the event or activity, or of having the pay spread throughout the school year. When a position becomes available, the opening should be made public knowledge and applications accepted.

| <u>Position</u> | <u>%</u> |
|---------------------------------|----------|
| Boys Soccer Varsity | 6.5 |
| Boys Soccer Jayvee | 5.0 |
| Boys Soccer Jr. High - PER TEAM | 3.0 |

Article 3 - Extra Assignments (Continued)

Page 3

| | | |
|--|---------------------|------|
| Girls Soccer | Varsity | 6.5 |
| Girls Soccer | Jayvee | 5.0 |
| Girls Soccer | Jr. High - PER TEAM | 3.0 |
| Boys & Girls Cross Country | Varsity | 6.0 |
| Girls Volleyball | Varsity | 6.5 |
| Girls Volleyball | Jayvee | 5.0 |
| Girls Volleyball | Jr. High - PER TEAM | 3.0 |
| Boys Basketball | Varsity | 10.0 |
| Boys Basketball | Jayvee | 8.0 |
| Boys Basketball | Jr. High | 7.0 |
| Girls Basketball | Varsity | 10.0 |
| Girls Basketball | Jayvee | 8.0 |
| Girls Basketball | Jr. High | 7.0 |
| Boys Wrestling | Varsity | 10.0 |
| Boys Wrestling | Jayvee | 8.0 |
| Boys Wrestling | Jr. High | 2.75 |
| Boys Track | Varsity | 6.5 |
| Girls Track | Varsity | 6.5 |
| Boys Baseball | Varsity | 6.5 |
| Boys Baseball | Jayvee | 5.0 |
| Girls Softball | Varsity | 6.5 |
| Girls Softball | Jayvee | 5.0 |
| Girls Cheerleading | Varsity Basketball | 10.0 |
| Girls Cheerleading | Jayvee Basketball | 8.0 |
| Golf | Varsity | 5.5 |
| Golf | Jayvee | 4.0 |
| Ski Club | | 2.0 |
| Tennis | Fall | 5.5 |
| Tennis | Spring | 5.0 |
| Elementary Activities | | 13.0 |
| Freshmen Advisor | | 4.0 |
| Sophomore Advisor | | 4.0 |
| Junior Advisor | | 6.0 |
| Senior Advisor | | 6.0 |
| Student Council Advisor - High School | | 2.0 |
| Student Council Advisor - Middle School | | 2.0 |
| Varsity Club | | 4.0 |
| Youth to Youth Club | | 2.0 |
| Academic All Stars | | 1.5 |
| National Honor Society | | 1.0 |
| Spanish Club | | 1.0 |
| H.E.A.L. Club | | 1.0 |
| Newspaper | Jr./Sr. | 2.0 |
| Yearbook - Production, Photography, Finance, & Sales | | 10.0 |
| Drama Director - PER MAJOR PRODUCTION | | 5.5 |
| Music for Drama - PER MAJOR PRODUCTION | | 3.0 |
| Musical Accompanist - PER MAJOR PRODUCTION | | 3.0 |
| Stage Manager - PER MAJOR PRODUCTION | | 2.0 |
| Costume Manager - PER MAJOR PRODUCTION | | 2.0 |
| Solo & Music Festivals | | 1.5 |
| Impressionists | | 2.5 |
| Marching Band Director | | 5.0 |

Article 3 - Extra Assignments (Continued)

Page 4

| | |
|--|--------|
| Color Guard Director | 2.0 |
| Marching & Drill Instructor | 2.0 |
| Marching & Maneuvering Instructor | 1.5 |
| Rifle & Sabre Instructor | 1.5 |
| Majorette Instructor | 2.0 |
| Winterguard Director | 5.0 |
| Banner & Movement Director | 2.5 |
| Rifle & Movement Director | 2.5 |
| Chaperone - Hourly Rate - Rounded to nearest nickel | .00035 |
| Sound Booth Operator - Rounded to the nearest nickel | .00035 |
| (will be paid for event, tech rehearsal, and dress rehearsal if applicable, ½ hour prior to event and ½ hour post) | |

Department Chair Compensation - **See Appendix A

Article 4 - Salary

- A. All members of the bargaining unit shall be placed on the appropriate step of the salary schedule (Appendix B) in accordance with their educational preparation and step placement.
- B. Any teacher with an earned Masters degree shall receive a stipend in accordance with the salary schedule.
- C. Payment for graduate hours beyond the B.S. shall be in accordance with the salary schedule.
- D. Each teacher shall be responsible for the verification of credits earned. Changes shall be reported to the District by October 1st, retroactive to September 1st, and March 1st, retroactive to February 1st, as the deadlines for submitting additional graduate credits for salary. Pay increases as a result of the additional credits would be effective as of those dates.
- E. For the school year of 2002-03 the increased allocation for salaries is set at 3.75%. The 2003-04 allocation is set at 3.75%, and 4.00% in the 2004-05 school year.

The allocations will be based on the salaries of the members of the bargaining unit as of March 1st of 2002, 2003, and 2004 respectively. Mutually accepted salary schedules will be created each year using the above allocations:

- F. A teacher who has perfect attendance for the entire school year, exclusive of bereavement and/or conference days, will receive a payment based on an index of .00865 of the starting salary, rounded to the nearest \$10.00.
- G. The School District will compensate for in-service credit according to the following guidelines:
1. In-service compensation will be reimbursed only for hours after the regular school day and Saturdays.
 2. Hourly reimbursement rate for in-service credit shall be indexed at .00035 (rounded to the nearest nickel) of the starting salary.
 3. Forms and procedure for submission of in-service credit compensation requests will be established by the School District.
 4. Total overall dollar limits shall be established yearly for the overall in-service program, as well as yearly for the individual teacher.
 5. Prior Superintendent approval of workshops, classes, training sessions, etc., from which in-service credit is derived, is necessary in order to insure for payment of same.
- H. Tutors shall be paid for time actually spent tutoring at the rate of .00065 (rounded to the nearest nickel) of the starting salary per hour. Travel and preparation time is excluded.
- I. Teachers employed during the summer, doing curriculum work, will be paid at the rate of .00055 (rounded to the nearest nickel) of the starting salary per hour. Prior approval, by the Superintendent, will be required.
- J. All unit members with at least fifteen (15) years service in the district and has met the criteria of a Master Teacher, as established between the district and the association shall be eligible, for a Master Teacher Stipend. Said amount shall be established between the district and the association for each eligible unit member. Effective 9/1/02 through 12/31/02, any individual who has been eligible in the past, but not elected, will have a one shot opportunity for this Stipend.

Retirement Incentive

- A. Any bargaining unit member who meets the eligibility requirements specified in this article shall be offered a lump sum payment of 50% of the starting teacher salary, plus a daily rate of .00065 (rounded to the nearest nickel) of the starting salary for each accumulated unused sick day up to a maximum of 305 days. The District shall report this lump sum payment as earnings for the last school year worked by the teacher. The payment shall be made on the payroll nearest the December 17th pay period, of the calendar year in which he/she retires.
- B. In order to receive this benefit, a teacher must meet all of the following conditions:
1. He/she must have worked in the District as least fifteen (15) years, and have at least a total of twenty (20) years in the Teacher Retirement System, and;
 2. He/she must retire the year he/she becomes eligible under the rules and regulations of the NYSTRS, and;
 3. He/she must notify the District of intent to retire on or before April 1st of the school year that the teacher becomes eligible to retire.
- C. Teachers who meet the eligibility requirements set forth in B (above) and who do not retire on or before July 2nd of the school year in which the teacher becomes eligible, shall forfeit all rights to this benefit.

Payment for Unused Sick Days

1. Any teacher who retires from the district will be eligible for reimbursement for unused sick days. However, if an eligible member elects to participate in the retirement incentive mentioned in Article 4 above, no payment for unused sick days will be made because it is included in the retirement incentive.
2. For the purpose of payment the accumulated unused sick limit will be 305 days.
3. The amount of reimbursement shall be calculated by multiplying a daily rate of .00065 (rounded to the nearest nickel) of the starting salary times the number of unused sick days. The payment shall be made on the payroll nearest the December 17th pay period, of the calendar year in which he/she retires.

(Tier A - Bargaining Unit Members hired before 7/01/1999)

1. The health insurance coverage shall be provided by the Steuben/Allegany Group Employee Healthcare Plan (hereinafter referred to as the Plan)
2. The district will pay 100% of the individual and 90% of the family plan premium for participating employees.
3. There shall be no loss of benefits, coverage or enrollment eligibility for any unit member as a result of the change from the Statewide or GHI insurance to the proposed Plan.
4. Unit members whose spouses have insurance coverage elsewhere may elect to receive coverage under the Supplemental Major Medical Plan available. The District will pay 100% of the premium for employees electing the supplemental coverage.
5. Employees who retire with ten (10) or more years of service to the district will be entitled to continue their existing coverage into retirement.
6. Prescription Coverage - There will be a flat \$8 co-payment for all prescriptions. During the 2003-04 school year there will be an automatic opener to review the prescription plan to include the following: delete the \$8 co-pay and add a three tiered Pharmacy Benefit Option with a \$5 co-payment for Generic Drugs, \$15 co-payment for Preferred Brand Name Drugs and \$40 co-payments for Non-preferred Brand Name Drugs. Both parties must agree to any changes or the \$8 co-payment remains in effect.

Payment in lieu Coverage

1. Any teacher eligible for health care coverage who elects not to participate in the Plan shall receive an annual payment of one thousand two hundred dollars (\$1,200) in lieu of insurance, provided that the teacher completes a waiver of health care coverage form and supplies the district with proof of health care coverage elsewhere.
2. The payment shall be made in the final payroll of the school year.
3. A teacher who terminates his/her service before the end of the school year shall have their annual payment prorated.

4. A teacher who re-enters the Plan once they have elected to receive the annual payment shall have their payment prorated.
5. A newly hired teacher whose effective date of employment occurs during the school year, his/her annual payment shall be prorated.
6. If there are two individuals within this district who can be considered dependants of each other, according to the Plan, no buy-out provision payment will be made.

(Tier A - Bargaining Unit Members hired before 7/01/1999)

B. Dental Insurance

1. The District will pay 100% of the premium for an Individual Plan and 75% of the premium for a Family Plan for the Campbell-Savona Dental Plan.
- C. Both parties agree that either party may request a re-opening of Article 5 in the event a National Health Insurance System is enacted.

(Tier B - Bargaining Unit Members hired on or after 7/01/1999)

1. The health insurance coverage shall be provided by the Steuben/Allegany Group Employee Healthcare Plan herein-after referred to as the Plan
 2. The district will pay 77.5% of the health insurance premiums for participating employees.
 3. Unit members whose spouses have insurance coverage elsewhere may elect to receive coverage under the Supplemental Major Medical Plan available. The District will pay 77.5% of the premium for employees electing the supplemental coverage.
 4. Employees who retire with ten (10) or more years of service to the district will be entitled to continue their existing coverage into retirement.
4. Prescription Coverage - There will be a flat \$8 co-payment for all prescriptions. During the 2003-04 school year there will be an automatic opener to review the prescription plan to include the following: delete the \$8 co-pay and add a three tiered Pharmacy Benefit Option with a \$5 co-payment for Generic Drugs, \$15 co-payment for Preferred Brand Name Drugs and \$40 co-payments for Non-preferred Brand Name Drugs. Both

parties must agree to any changes or the \$8 co-payment remains in effect.

Payment in lieu Coverage

- A. Any teacher eligible for health care coverage who elects not to participate in the Plan shall receive an annual payment of one thousand two hundred dollars (\$1,200) in lieu of insurance, provided that the teacher completes a waiver of health care coverage form and supplies the district with proof of health care coverage elsewhere.
- B. The payment shall be made in the final payroll of the school year.
- C. A teacher who terminates his/her service before the end of the school year shall have their annual payment prorated.
- D. A teacher who re-enters the Plan once they have elected to receive the annual payment shall have their payment prorated.
- E. A newly hired teacher whose effective date of employment occurs during the school year, his/her annual payment shall be prorated.
- F. If there are two individuals within this district who can be considered dependants of each other, according to the Plan, no buy-out provision payment will be made.

(Tier B - Bargaining Unit Members hired on or after 7/01/1999)

B. Dental Insurance

1. The District will pay 100% of the premium for an Individual Plan and 75% of the premium for a Family Plan for the Campbell-Savona Dental Plan.
- C. Both parties agree that either party may request a re-opening of Article 5 in the event a National Health Insurance System is enacted.

Article 6 - Leaves

A. Sick and Personal

1. Teachers shall be allowed, without loss of pay, 12 days for the 2002-2003 and 2003-04 sick leave each year cumulative to a total of 200 days. Starting with the 2004-05 school year, the annual amount changes to 13 days cumulative to a total of 200 days.
2. The Superintendent shall be authorized to grant or refuse requests for personal leave from this total.

In general, personal leave may not be taken on days preceding or following a long weekend, holiday, or vacation period. A teacher wishing to use a full day personal leave on the day following or preceding a long weekend, holiday, or vacation period must submit a request for the leave to the Superintendent at least 30 days in advance unless there is an emergency situation. No more than 3 bargaining unit members from each building may use personal leave on a day before or after a long weekend, holiday or vacation period. If more individuals submit requests the leave shall be granted according to seniority, if submitted 30 days prior, otherwise requests shall be granted on a first-come first-serve basis. If an individual is approved and uses this benefit (full day), the individual will not be eligible for use again for a three-year period.

In addition, if less than three people request this leave, the balance may be used in the other building, providing that qualified substitutes, ie. Elementary Substitutes or Secondary Substitutes are available.

Emergency personal leave may be granted at the discretion of the superintendent. In emergency situations, the prior notice provision will be waived however, the teacher is required to provide a reason for the leave.

3. Sick Leave Bank

For the benefit of all teachers a sick leave bank will be established. The purpose is to protect teachers from the loss of income because of prolonged illness which could result during their employment with the district. For purposes of establishing this bank, the district will place one sick day for each faculty member employed by the district during the 2002-03 and the 2003-04 school years.

To be eligible to borrow from this sick bank teachers must:

1. Have used their accumulated sick/personal days.
2. Have a doctor's excuse for such illness as requires from borrowing from the sick bank.
3. Make application to the association or its designated representatives for approval before borrowing.
4. Certify repayment to the bank of borrowed days as:
 - A. Unused accumulated sick/personal leave during employment in the district until the borrowed

days are repaid, except in the case of those teachers who have donated days to the bank. Said teachers shall not be required to pay back days to the extent that they have donated.

- B. If the indebted teacher shall leave the district, they shall repay the district in cash equal to each day as paid by the district for their per diem salary at the time the leave was borrowed with such payment to be deducted from their last paychecks. If such is impossible due to death, or other extenuating circumstances, the association agrees to repay the bank, in days balance due, at the end of the school year.
 - C. Repayment of borrowed days shall begin at the end of the first school year that the indebted teacher returns to work at the rate of at least one-half of the remaining sick/personal days accumulated. This repayment shall continue until all days are repaid.
- 5. The sick leave bank shall be administrated by the association.
 - 6. If a teacher draws sick leave from the bank for three consecutive years without having repaid the bank at least twenty-five percent of the days borrowed, they will be ineligible for further sick leave bank days until such days are repaid.
 - 7. A teacher new to the district shall be eligible to join the sick leave bank. In each such case, the teacher must donate a minimum of two sick days to the bank.

B. Bereavement

- 1. An employee shall be entitled to a reasonable and necessary bereavement leave which shall be non-cumulative and non-deductible, at the discretion of the Superintendent.

C. Parental Leave

- 1. Each teacher shall be granted a maternity or adoption leave, without pay, as requested by the teacher for a duration not to exceed one year. The teacher may apply for an extension up to one additional year and said extension shall be granted.
- 2. The teacher on leave agrees that if a specific date

for return to duty has not been set, or needs to be adjusted for some reason, that a minimum thirty (30) day advance notice will be given to the Superintendent in order to facilitate the planning.

D. Sabbatical

1. Professional staff applying for sabbatical leave must have a minimum of five years service in the district although greater longevity will tend to have priority. Sabbatical is considered by this Board to be both a reward for prior service rendered at a high level of proficiency and a means to gain further knowledge and experience to enhance the capacity to help the students at Campbell-Savona Central School learn better and more broadly.
2. Staff receiving sabbatical leave will be expected to serve the district a minimum of two years following the completion of such leave unless other mutually agreed upon arrangements are reached. Failure to meet this time requirement will necessitate full refund of post-sabbatical service is performed. One half of salary received during sabbatical leave will be refunded if the participant serves at least one post-sabbatical year in the district but less than two full academic years.
3. Salary for a summer or academic year sabbatical leave will be the designated fraction of the annual salary of the year immediately preceding the commencement of actual leave. Salary for the year following an academic year sabbatical may or may not reflect longevity for the year of absence at the discretion of the Board of Education. Professional staff receiving sabbatical leave may be required to give periodic reports on their program and its progress to the Superintendent. If the intent of the original program is altered it may necessitate a reweighing of the grant and possible adjustments in salary allotted.
4. Sabbatical leave cannot and will not affect tenure status as long as tenure is legislatively mandated. However, this is not to be construed to mean that administration is forbidden to alter specifics of teaching assignments while candidate is on leave if in the best interest of the teaching process.
5. Sabbatical leave may be granted for one semester, or less, at one-half salary for the time the person is on leave. The base for this salary shall be the current year. When a one semester, or less, sabbatical leave

is taken, longevity steps and placement will not be affected.

6. Sabbatical leave may be granted for a full academic year at one-half salary or for summer study over a period of three or four years. Except in extreme emergency, summers would be expected to run consecutively and would be remunerated at one-sixth annual pay if the three summer program is elected, or one-eighth annual pay if the four summer program is elected.
7. Application for sabbatical leave must be made in writing to the Superintendent by February 1st for the following fiscal year. The program planned and the enrichment anticipated must be clearly stated. The Superintendent must approve the plan as of value to the School District. He in turn shall make a recommendation in writing to the Board of Education and present it with the original letter of application. A copy of this recommendation will be given to the applicant.
8. The Board of Education reserves the right to request an interview with an applicant before rendering a decision. The Board of Education also reserves the right to deny any or all applications for sabbatical leave, but will be required to have the clerk write a letter to the applicant stating its reason for so doing.
9. Any applicant turned down by the Board of Education may request a hearing with the Superintendent to be followed, if desired, by a hearing with the Board of Education.
10. The Board of Education shall finalize all decisions such that the applicant will be notified within one week after two regular board meetings following the deadline for application.

Article 7 - Conditions of Employment

- A. Each teacher shall be provided a minimum of one-half hour duty free lunch period while the cafeteria is open.
- B. Each teacher shall have a minimum of 250 minutes per week of preparation time in addition to the above. All teachers shall have a minimum of one prep period per day, with the Elementary teachers receiving at least a minimum of 30 consecutive minutes each workday.

- C. Professional conference days may be planned cooperatively with staff and administration.
- D. Any employee may request to be represented in any meeting with an administrator or the Board of Education that involves teacher discipline.
- E. The Discipline Policy of the District shall be observed.
- F. Whenever a vacancy occurs the bargaining unit members shall be given notice of the vacancy. The Association shall receive a copy of this notice.
- G. In the event it becomes necessary to reduce the number of positions in the bargaining unit, the District shall notify, in writing, any person(s) affected as soon as the information is known to the District. The Association shall receive a copy of any such notification.
- H. Teachers shall be notified at the beginning of each school year of the amount of sick leave each has, including the current year's allotment.
- I. Length of Work Day - Teachers will be required to be in the district five minutes prior to the arrival of students in the a.m. and five minutes after the departure of the buses in the p.m.
- J. The district reserves the right to grant employee requests to leave the district during school hours.
- K. The district has the right and responsibility to assign teachers to appropriate teaching and duty assignments.
- L. Preparation Time is defined as time during the workday when teachers are not assigned instructional or duty assignments. Preparation time is for classroom preparation, meetings with administrators, teachers or parents and/or for pupil assistance.
- M. All teachers will be required to be a member of a core or content department.
- N. Teachers may be requested to join other district committees.
- O. After school meetings - Teachers shall be required to remain at the end of the workday to attend the following meetings:
 - 1. Superintendent of School's general staff meetings or other meetings called by the Superintendent of Schools.
 - 2. School and district meetings called by administrators for the purpose of information sharing, planning, curriculum study, staff development, department, and faculty meetings.
 - 3. Number Per Month/Duration/Day - It is expected that normally the total of such meetings shall not exceed four (4) meetings per month, to be held on Wednesdays, and shall be concluded within one and

one-half hours. Attendance exceptions shall be determined by administrative decision.

- P. We believe that it is the right of the learner and his teachers to explore, present, and discuss divergent points of view in the quest of knowledge and truth. In the event of the question of censorship should arise, concerning books and materials used in the learning situation, or learning experiences, from within or without the district, the Board policies #8320, #8330, and #8331 will apply.

Article 8 - Teacher Evaluation

A. Purpose

1. The chief purpose of the evaluation of teaching staff shall be to maintain a qualified, competent staff, and to promote its continuing development.
2. Each probationary teacher in the District shall have a minimum of two (2) observations by the end of March in the first two (2) years of the probationary period, and by March 1st of the final probationary year. In the event that a probationary teacher begins work after December 1st of any school year, the March date shall be changed to accommodate reasonable compliance with this Article.
3. Teachers with a permanent appointment shall be evaluated in a minimum of one (1) observation each year.
4. Teachers may, at their request, be given additional evaluations for specific problems or needs.

B. Conferences

1. Each written evaluation must be based on an observation of at least twenty (20) minutes duration. After each evaluation, a conference with the teacher shall be held within ten (10) working days. At these conferences the evaluator will discuss the completed evaluation with the teacher. The teacher will receive a copy of the evaluation or notes used by the evaluator during the conference.
 2. The teacher will sign the evaluation form only as an indication that he/she has seen and discussed the evaluation. The teacher's signature does not constitute either approval or disapproval of the evaluation.
 3. All formal observation and monitoring of the work
-

performance of a teacher will be conducted openly, with full knowledge of the teacher.

4. Any information used to evaluate a teacher's performance, other than the above formal evaluations, must be fully documented.
5. Evaluations shall be based upon evaluation format developed by the District and familiar to the teachers being evaluated.
6. If any teacher is to be recommended for dismissal, and the reason or one of the reasons is inadequate classroom performance, such inadequate performance shall be specified in the teacher's evaluation.
7. The Superintendent shall supplement the Supervisor's reports as need and time require, and in accordance with the above procedures.
8. Additional evaluative summaries of a teacher's work shall be prepared by the Supervisor each year for the Superintendent as he may require, in accordance with the above procedure.

Article 9 - Teacher's Personnel File

- A. The District shall maintain one Teacher Personnel File for each member of the bargaining unit. Any material used to evaluate the performance of the teacher, other than formal evaluation, shall be contained in this file and shall be placed in the file within five (5) days of the administrator's awareness of the event or situation.
- B. Copies of all materials to be placed in the teacher's personnel file, other than confidential placement materials, will be transmitted to the teacher at the time of placement. The file copy will be initialed and dated by the teacher to signify that he/she has examined the material.
- C. Before the record of any complaint is placed in the teacher's personnel file, the teacher shall be afforded an opportunity to confront the complainant and to reply to the same. No derogatory material, letter, or report shall be placed in the teacher's file without the teacher's knowledge and without affording the teacher an opportunity to make a written statement of defense or explanation to attach thereto.
- D. If a teacher is involved in a grievance or litigation, they shall have the right to have a copy of the contents of their personnel file (except prehire and confidential material)

without expense to the teacher and/or Association.

Article 10 - Rights of the Association

- A. A maximum of six (6) days of unpaid leave will be granted the Association for delegates to attend to Association business without deduction from sick or personal leave days. No more than two (2) delegates may be gone at any one time. No one delegate may be gone more than three (3) consecutive days.
- B. The internal mail system, a faculty bulletin board, P.A. time for notification of meetings, meeting space and time, will be available to the Association.
- C. No Association meeting will be held during regular school hours, except where students may be dismissed early.

Article 11 - Grievance Procedure

A. Purpose

- 1. It is the policy of the District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents or rulings binding in a later grievance proceeding.

B. Definition

- 1. A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- 2. A "teacher" is any person in the unit covered by this agreement.
- 3. An "aggrieved party" is the teacher, group of teachers, or the association who submits a grievance.

C. Submission of Grievances

- 1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally and in so

doing shall give notice that a grievance is being raised.

2. Each grievance not resolved informally as herein provided shall be submitted in writing on a form approved by the District and the Association and shall identify the aggrieved party, the provision of the Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted in writing within sixty (60) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
4. In the case of an Association grievance, the grievance may be submitted directly to the Superintendent.
5. An aggrieved party may be represented at any or all stages of the procedure by a person of his own choosing. He may request that the Association be present at any level of the procedure.
6. Time Limits
 - a. Failure at any level of this procedure to communicate a decision to the aggrieved party within the specified time limit shall permit the lodging of an appeal at the next level of the procedure within the time which would have been communicated by the final day.
 - b. If a decision at one stage is not appealed to the next level of the procedure within the time limits specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
 - c. The time limits in this procedure may be extended by mutual agreement in writing.

D. Grievance Procedure

1. Immediate Supervisor
 - a. A teacher having a grievance must discuss it with his/her immediate supervisor either directly or

through a representative, with the objective of resolving the matter informally.

- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate supervisor. The immediate supervisor shall respond within five (5) days after the receipt of each grievance. If an aggrieved party is not satisfied with the response of the immediate supervisor or if no response is received within the specified time limit after the submission of the grievance, such aggrieved party may appeal to or submit a copy of the grievance within five (5) days thereafter, to the Superintendent.

2. Superintendent

The Superintendent or his designated representative shall, upon request, hold a hearing with the aggrieved party and/or representative with respect to the grievance and shall deliver to the aggrieved party a written statement of his position with respect to it no later than ten (10) days after it is received by him.

3. Board of Education

Within five (5) days of the determination by the Superintendent, if the aggrieved party is not satisfied, he may make written request to the Board of Education for review and determination. The Board of Education, or sub-committee thereof, will hold a hearing within fifteen (15) days of the receipt of the request. The Board of Education shall render a final decision in writing within ten (10) days after the hearing and transmit such decision to the grievant and the Association.

4. Arbitration

- a. In the event that the Association is not satisfied with the response to the grievance, it may, within fifteen (15) days after receiving that statement, refer the grievance to the American Arbitration Association for a list of arbitrators to be submitted to both parties. A copy of such request shall be forwarded to the Superintendent.
- b. The arbitrator's decision will be in writing and will set forth his findings, reasonings, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any

decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon all parties.

- c. The cost for the services of the arbitrator will be borne equally by the District and the Association.
- d. Fifteen (15) days after receipt of the arbitrator's determination, the Board will render its decision in writing.


Article 12 - General Provisions

- A. This contract shall supersede any rules, regulations, or practices of the District which shall be contrary to or inconsistent with its terms.
- B. This contract may be altered, changed, added to, deleted from or modified only by mutual consent of the parties.
- C. Any individual agreement or arrangement with any individual member of the bargaining unit shall be subject to and consistent with the conditions of this Agreement.
- D. If any provisions of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Article 13 - Contract Duration

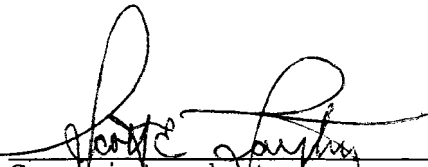
- A. This contract shall be for the period of July 1, 2002 to June 30, 2005.
- B. Notification of intent to negotiate a successor Agreement must be presented to the Superintendent by February 1, 2005.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.



Chief Negotiator
Campbell-Savona Teachers Association

10-08-02
Date



Superintendent
Campbell-Savona Central School

10/08/02
Date

APPENDIX A

Department/Committee Chairs

Core Departments: Salary is 1% of Starting Salary per position. If co-chairs are established, the rate is split accordingly.

| | |
|----------------|------|
| ELA | K-5 |
| ELA | 6-12 |
| Math | K-5 |
| Math | 6-12 |
| Social Studies | K-5 |
| Social Studies | 6-12 |
| Science | K-5 |
| Science | 6-12 |

Other Content Departments: Salary is 1% of Starting Salary per position. If co-chairs are established, the rate is split accordingly.

- Business and Technology 6-12
- P.E., Health, Home and Careers K-12
- Fine Arts- Art and Music K-12
- Foreign Language
- Support Service Department 6-12

Committees: Salary is .5% of Starting Salary per position.

- Character Education Building Team K-5
- Character Education Building Team 6-12

- Shared Decision Making K-5
- Shared decision Making 6-12
- AIMS 6-8

*2002-2003 TEACHING SALARY SCHEDULE

| Element | STEP | Bachelors | *2002-2003 TEACHING SALARY SCHEDULE | | | | | | | | | | | | |
|---------|------|-----------|-------------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| | | | B+6 | B+12 | B+18 | B+24 | B+30 | B+36 | B+42 | B+48 | B+54 | B+60 | B+66 | B+72 | B+78 |
| | 1 | 33000 | 33370 | 33740 | 34110 | 34480 | 34850 | 35220 | 35590 | 35960 | 36330 | 36700 | 37070 | 37440 | 37810 |
| 275 | 2 | 33275 | 33645 | 34015 | 34385 | 34755 | 35125 | 35495 | 35865 | 36235 | 36605 | 36975 | 37345 | 37715 | 38085 |
| 410 | 3 | 33685 | 34055 | 34425 | 34795 | 35165 | 35535 | 35905 | 36275 | 36645 | 37015 | 37385 | 37755 | 38125 | 38495 |
| 240 | 4 | 33925 | 34295 | 34665 | 35035 | 35405 | 35775 | 36145 | 36515 | 36885 | 37255 | 37625 | 37995 | 38365 | 38735 |
| 295 | 5 | 34220 | 34590 | 34960 | 35330 | 35700 | 36070 | 36440 | 36810 | 37180 | 37550 | 37920 | 38290 | 38660 | 39030 |
| 490 | 6 | 34710 | 35080 | 35450 | 35820 | 36190 | 36560 | 36930 | 37300 | 37670 | 38040 | 38410 | 38780 | 39150 | 39520 |
| 660 | 7 | 35370 | 35740 | 36110 | 36480 | 36850 | 37220 | 37590 | 37960 | 38330 | 38700 | 39070 | 39440 | 39810 | 40180 |
| 660 | 8 | 36030 | 36400 | 36770 | 37140 | 37510 | 37880 | 38250 | 38620 | 38990 | 39360 | 39730 | 40100 | 40470 | 40840 |
| 645 | 9 | 36675 | 37045 | 37415 | 37785 | 38155 | 38525 | 38895 | 39265 | 39635 | 40005 | 40375 | 40745 | 41115 | 41485 |
| 710 | 10 | 37385 | 37755 | 38125 | 38495 | 38865 | 39235 | 39605 | 39975 | 40345 | 40715 | 41085 | 41455 | 41825 | 42195 |
| 865 | 11 | 38250 | 38620 | 38990 | 39360 | 39730 | 40100 | 40470 | 40840 | 41210 | 41580 | 41950 | 42320 | 42690 | 43060 |
| 735 | 12 | 38985 | 39355 | 39725 | 40095 | 40465 | 40835 | 41205 | 41575 | 41945 | 42315 | 42685 | 43055 | 43425 | 43795 |
| 955 | 13 | 39940 | 40310 | 40680 | 41050 | 41420 | 41790 | 42160 | 42530 | 42900 | 43270 | 43640 | 44010 | 44380 | 44750 |
| 815 | 14 | 40755 | 41125 | 41495 | 41865 | 42235 | 42605 | 42975 | 43345 | 43715 | 44085 | 44455 | 44825 | 45195 | 45565 |
| 855 | 15 | 41610 | 41980 | 42350 | 42720 | 43090 | 43460 | 43830 | 44200 | 44570 | 44940 | 45310 | 45680 | 46050 | 46420 |
| 1000 | 16 | 42610 | 42980 | 43350 | 43720 | 44090 | 44460 | 44830 | 45200 | 45570 | 45940 | 46310 | 46680 | 47050 | 47420 |
| 1065 | 17 | 43675 | 44045 | 44415 | 44785 | 45155 | 45525 | 45895 | 46265 | 46635 | 47005 | 47375 | 47745 | 48115 | 48485 |
| 1100 | 18 | 44775 | 45145 | 45515 | 45885 | 46255 | 46625 | 46995 | 47365 | 47735 | 48105 | 48475 | 48845 | 49215 | 49585 |
| 715 | 19 | 45490 | 45860 | 46230 | 46600 | 46970 | 47340 | 47710 | 48080 | 48450 | 48820 | 49190 | 49560 | 49930 | 50300 |
| 870 | 20 | 46360 | 46730 | 47100 | 47470 | 47840 | 48210 | 48580 | 48950 | 49320 | 49690 | 50060 | 50430 | 50800 | 51170 |
| 705 | 21 | 47065 | 47435 | 47805 | 48175 | 48545 | 48915 | 49285 | 49655 | 50025 | 50395 | 50765 | 51135 | 51505 | 51875 |
| 815 | 22 | 47880 | 48250 | 48620 | 48990 | 49360 | 49730 | 50100 | 50470 | 50840 | 51210 | 51580 | 51950 | 52320 | 52690 |
| 1030 | 23 | 48910 | 49280 | 49650 | 50020 | 50390 | 50760 | 51130 | 51500 | 51870 | 52240 | 52610 | 52980 | 53350 | 53720 |
| 925 | 24 | 49835 | 50205 | 50575 | 50945 | 51315 | 51685 | 52055 | 52425 | 52795 | 53165 | 53535 | 53905 | 54275 | 54645 |
| 1030 | 25 | 50865 | 51235 | 51605 | 51975 | 52345 | 52715 | 53085 | 53455 | 53825 | 54195 | 54565 | 54935 | 55305 | 55675 |
| 1090 | 26 | 51955 | 52325 | 52695 | 53065 | 53435 | 53805 | 54175 | 54545 | 54915 | 55285 | 55655 | 56025 | 56395 | 56765 |
| 1250 | 27 | 53205 | 53575 | 53945 | 54315 | 54685 | 55055 | 55425 | 55795 | 56165 | 56535 | 56905 | 57275 | 57645 | 58015 |
| 1190 | 28 | 54395 | 54765 | 55135 | 55505 | 55875 | 56245 | 56615 | 56985 | 57355 | 57725 | 58095 | 58465 | 58835 | 59205 |
| 1200 | 29 | 55595 | 55965 | 56335 | 56705 | 57075 | 57445 | 57815 | 58185 | 58555 | 58925 | 59295 | 59665 | 60035 | 60405 |
| 1465 | 30 | 57060 | 57430 | 57800 | 58170 | 58540 | 58910 | 59280 | 59650 | 60020 | 60390 | 60760 | 61130 | 61500 | 61870 |
| 1470 | 31 | 58530 | 58900 | 59270 | 59640 | 60010 | 60380 | 60750 | 61120 | 61490 | 61860 | 62230 | 62600 | 62970 | 63340 |
| 1090 | 32 | 59620 | 59990 | 60360 | 60730 | 61100 | 61470 | 61840 | 62210 | 62580 | 62950 | 63320 | 63690 | 64060 | 64430 |
| 1135 | 33 | 60755 | 61125 | 61495 | 61865 | 62235 | 62605 | 62975 | 63345 | 63715 | 64085 | 64455 | 64825 | 65195 | 65565 |
| 1261 | 34 | 62016 | 62386 | 62756 | 63126 | 63496 | 63866 | 64236 | 64606 | 64976 | 65346 | 65716 | 66086 | 66456 | 66826 |
| 1081 | 35 | 63097 | 63467 | 63837 | 64207 | 64577 | 64947 | 65317 | 65687 | 66057 | 66427 | 66797 | 67167 | 67537 | 67907 |

INSERT APPENDIX B - SALARY SCHEDULE

*2003-2004 TEACHING SALARY SCHEDULE

Starting Salary \$34,000
 Horizontal Step \$370 Per Six Credits
 Masters Degree \$700

| Increment | STEP | Bachelors | B+6 | B+12 | B+18 | B+24 | B+30 | B+36 | B+42 | B+48 | B+54 | B+60 | B+66 | B+72 | B+78 |
|-----------|------|-----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| | 1 | 34000 | 34370 | 34740 | 35110 | 35480 | 35850 | 36220 | 36590 | 36960 | 37330 | 37700 | 38070 | 38440 | 38810 |
| 307 | 2 | 34307 | 34677 | 35047 | 35417 | 35787 | 36157 | 36527 | 36897 | 37267 | 37637 | 38007 | 38377 | 38747 | 39117 |
| 290 | 3 | 34597 | 34967 | 35337 | 35707 | 36077 | 36447 | 36817 | 37187 | 37557 | 37927 | 38297 | 38667 | 39037 | 39407 |
| 430 | 4 | 35027 | 35397 | 35767 | 36137 | 36507 | 36877 | 37247 | 37617 | 37987 | 38357 | 38727 | 39097 | 39467 | 39837 |
| 245 | 5 | 35272 | 35642 | 36012 | 36382 | 36752 | 37122 | 37492 | 37862 | 38232 | 38602 | 38972 | 39342 | 39712 | 40082 |
| 310 | 6 | 35582 | 35952 | 36322 | 36692 | 37062 | 37432 | 37802 | 38172 | 38542 | 38912 | 39282 | 39652 | 40022 | 40392 |
| 510 | 7 | 36092 | 36462 | 36832 | 37202 | 37572 | 37942 | 38312 | 38682 | 39052 | 39422 | 39792 | 40162 | 40532 | 40902 |
| 685 | 8 | 36777 | 37147 | 37517 | 37887 | 38257 | 38627 | 38997 | 39367 | 39737 | 40107 | 40477 | 40847 | 41217 | 41587 |
| 685 | 9 | 37462 | 37832 | 38202 | 38572 | 38942 | 39312 | 39682 | 40052 | 40422 | 40792 | 41162 | 41532 | 41902 | 42272 |
| 670 | 10 | 38132 | 38502 | 38872 | 39242 | 39612 | 39982 | 40352 | 40722 | 41092 | 41462 | 41832 | 42202 | 42572 | 42942 |
| 740 | 11 | 38872 | 39242 | 39612 | 39982 | 40352 | 40722 | 41092 | 41462 | 41832 | 42202 | 42572 | 42942 | 43312 | 43682 |
| 900 | 12 | 39772 | 40142 | 40512 | 40882 | 41252 | 41622 | 41992 | 42362 | 42732 | 43102 | 43472 | 43842 | 44212 | 44582 |
| 765 | 13 | 40537 | 40907 | 41277 | 41647 | 42017 | 42387 | 42757 | 43127 | 43497 | 43867 | 44237 | 44607 | 44977 | 45347 |
| 995 | 14 | 41532 | 41902 | 42272 | 42642 | 43012 | 43382 | 43752 | 44122 | 44492 | 44862 | 45232 | 45602 | 45972 | 46342 |
| 845 | 15 | 42377 | 42747 | 43117 | 43487 | 43857 | 44227 | 44597 | 44967 | 45337 | 45707 | 46077 | 46447 | 46817 | 47187 |
| 890 | 16 | 43267 | 43637 | 44007 | 44377 | 44747 | 45117 | 45487 | 45857 | 46227 | 46597 | 46967 | 47337 | 47707 | 48077 |
| 1040 | 17 | 44307 | 44677 | 45047 | 45417 | 45787 | 46157 | 46527 | 46897 | 47267 | 47637 | 48007 | 48377 | 48747 | 49117 |
| 1105 | 18 | 45412 | 45782 | 46152 | 46522 | 46892 | 47262 | 47632 | 48002 | 48372 | 48742 | 49112 | 49482 | 49852 | 50222 |
| 1145 | 19 | 46557 | 46927 | 47297 | 47667 | 48037 | 48407 | 48777 | 49147 | 49517 | 49887 | 50257 | 50627 | 50997 | 51367 |
| 745 | 20 | 47302 | 47672 | 48042 | 48412 | 48782 | 49152 | 49522 | 49892 | 50262 | 50632 | 51002 | 51372 | 51742 | 52112 |
| 905 | 21 | 48207 | 48577 | 48947 | 49317 | 49687 | 50057 | 50427 | 50797 | 51167 | 51537 | 51907 | 52277 | 52647 | 53017 |
| 736 | 22 | 48943 | 49313 | 49683 | 50053 | 50423 | 50793 | 51163 | 51533 | 51903 | 52273 | 52643 | 53013 | 53383 | 53753 |
| 845 | 23 | 49788 | 50158 | 50528 | 50898 | 51268 | 51638 | 52008 | 52378 | 52748 | 53118 | 53488 | 53858 | 54228 | 54598 |
| 1070 | 24 | 50858 | 51228 | 51598 | 51968 | 52338 | 52708 | 53078 | 53448 | 53818 | 54188 | 54558 | 54928 | 55298 | 55668 |
| 966 | 25 | 51824 | 52194 | 52564 | 52934 | 53304 | 53674 | 54044 | 54414 | 54784 | 55154 | 55524 | 55894 | 56264 | 56634 |
| 1070 | 26 | 52894 | 53264 | 53634 | 54004 | 54374 | 54744 | 55114 | 55484 | 55854 | 56224 | 56594 | 56964 | 57334 | 57704 |
| 1135 | 27 | 54029 | 54399 | 54769 | 55139 | 55509 | 55879 | 56249 | 56619 | 56989 | 57359 | 57729 | 58099 | 58469 | 58839 |
| 1300 | 28 | 55329 | 55699 | 56069 | 56439 | 56809 | 57179 | 57549 | 57919 | 58289 | 58659 | 59029 | 59399 | 59769 | 60139 |
| 1235 | 29 | 56564 | 56934 | 57304 | 57674 | 58044 | 58414 | 58784 | 59154 | 59524 | 59894 | 60264 | 60634 | 61004 | 61374 |
| 1250 | 30 | 57814 | 58184 | 58554 | 58924 | 59294 | 59664 | 60034 | 60404 | 60774 | 61144 | 61514 | 61884 | 62254 | 62624 |
| 1529 | 31 | 59343 | 59713 | 60083 | 60453 | 60823 | 61193 | 61563 | 61933 | 62303 | 62673 | 63043 | 63413 | 63783 | 64153 |
| 1525 | 32 | 60868 | 61238 | 61608 | 61978 | 62348 | 62718 | 63088 | 63458 | 63828 | 64198 | 64568 | 64938 | 65308 | 65678 |
| 1135 | 33 | 62003 | 62373 | 62743 | 63113 | 63483 | 63853 | 64223 | 64593 | 64963 | 65333 | 65703 | 66073 | 66443 | 66813 |
| 1180 | 34 | 63183 | 63553 | 63923 | 64293 | 64663 | 65033 | 65403 | 65773 | 66143 | 66513 | 66883 | 67253 | 67623 | 67993 |
| 1335 | 35 | 64518 | 64888 | 65258 | 65628 | 65998 | 66368 | 66738 | 67108 | 67478 | 67848 | 68218 | 68588 | 68958 | 69328 |

