

COLLECTIVE BARGAINING AGREEMENT BETWEEN

MANHATTAN SCHOOL OF MUSIC

AND

**ASSOCIATION REPRESENTING TEACHING STAFF-MANHATTAN SCHOOL
OF MUSIC**

(ARTS-MSM, LOCAL 6498, NEW YORK STATE UNITED TEACHERS

FOR THE MSM PRECOLLEGE FACULTY)

In effect through August 31, 2016

ARTICLE I: RECOGNITION

Section 1: Pursuant to the Certification of Representative, issued by the National Labor Relations Board in Manhattan School of Music and New York State United Teachers/American Federation of Teachers, AFL-CIO, Case No. 2-RC-23361, Manhattan School of Music hereby recognizes ARTS-MSM, New York State United Teachers, AFT, AFL-CIO as the exclusive collective bargaining representative of all faculty members employed by the Employer in its Precollege Division, including those College faculty employed in the Precollege Division (solely for the work performed in the Precollege Division). All other employees, substitutes in the Precollege Division without regular appointments to teach in the Precollege Division, faculty members working exclusively in the College Division, and guards and supervisors as defined in the National Labor Relations Act are excluded from the bargaining unit.

ARTICLE II: BARGAINING UNIT INFORMATION

Section 1: Each year on October 15 and March 1, Manhattan School of Music shall provide the Union with a list of all Precollege Division faculty members who have a letter of appointment to teach in the current semester. This list shall include name, total hours of lessons and/or classes, room assignments, hourly pay rate, home address, home telephone number, cellular telephone number (if known), and email address (if known).

ARTICLE III: UNION SECURITY AND CHECKOFF

Section 1: Effective upon ratification of this Agreement, all bargaining unit members hired after the ratification of this Agreement shall, within thirty (30) calendar days after the initial date of their employment, be required as a condition of continued employment to either become and remain a member of the Union and pay membership dues or pay an agency fee to the Union established in accordance with applicable law. Failure to make such payments as required by this provision shall result in the termination of employment. The Union agrees that it will indemnify and hold Manhattan School of Music harmless from any damages and/or costs and expenses sustained by reason of any action taken by the School as a result of this provision.

Section 2: Payment of Union dues and/or fees may be made via the checkoff procedure provided by this Article. It is agreed that Manhattan School of Music shall assume no financial or other obligation arising out of the provisions of this Article except as specifically provided in this Article, and the Union hereby agrees that it shall indemnify and hold Manhattan School of Music harmless from any claims, actions, or proceedings by a faculty member arising from deductions made by Manhattan School of Music hereunder or from the enforcement of this Article. Once the deductions are remitted to the Union, their disposition shall be the sole and exclusive obligation of the Union.

Section 3: Each payday, Manhattan School of Music shall deduct from each faculty member's wages a sum of dues and/or fees owed the Union and authorized under federal

labor law, provided the faculty member has furnished Manhattan School of Music a written assignment executed in accordance with law. The Union shall provide to Manhattan School of Music a suitable form for the authorization of this payroll deduction and as to new faculty, Manhattan School of Music shall include that form in his/her initial employment packet. Manhattan School of Music shall remit the dues and/or fees to the Union or its duly authorized representatives not later than fifteen (15) working days after the end of the month in which the deduction is made. The Union shall be responsible for obtaining executed written assignments from existing faculty. Following the receipt of any checkoff revocation, Manhattan School of Music shall notify the Union, in writing, of the revocation.

ARTICLE IV: UNION ACCESS

Section 1: Upon prior notice to School Management, representatives of the Union shall have access to and shall be admitted into Manhattan School of Music facilities during Precollege Division working hours for the transaction of necessary Union business related to this Agreement, so long as normal security procedures are followed and business and teaching activities are not disrupted.

Section 2: The Union may use the Library's photocopying services at its own cost.

Section 3: Manhattan School of Music shall provide the Union with a locked file cabinet on campus.

Section 4: Upon the request of the Union, and subject to space availability, Manhattan School of Music shall, twice a semester, make available a suitable meeting space on Saturdays for general Union meetings outside of regular teaching hours.

Section 5: This Collective Bargaining Agreement will be available to all bargaining unit employees.

ARTICLE V: NON-DISCRIMINATION

Section 1: In accordance with Manhattan School of Music policy, as well as, federal, state, and local laws, neither Manhattan School of Music nor the Union shall discriminate against or in favor of any employee because of race, color, religion, gender, sexual orientation, immigrant or citizenship status, ethnic or national origin, disability, age, veteran's status, union activity, or any other protected status, nor shall there be unlawful harassment based on any protected status.

Section 2: In this spirit, Manhattan School of Music's Educational Opportunity policies shall be provided to all employees.

ARTICLE VI: ACADEMIC FREEDOM

Section 1: Manhattan School of Music and the Union affirm the importance of academic freedom and freedom of speech as the cornerstone of any vibrant intellectual and artistic community. To that end, faculty members shall (consistent with the terms of

this Agreement and the curriculum established by Manhattan School of Music) be entitled to academic freedom in the courses they teach as well as in their contact with colleagues.

ARTICLE VII: INTELLECTUAL PROPERTY

Section 1: The Intellectual Property created, made, or originated by a Precollege Division faculty member outside of and unrelated to his or her employment with the School shall be the sole and exclusive property of that faculty member in perpetuity or so long as federal law thereto allows, except as they may choose individually to contract away such property in full or in part, or except where herein amended.

Section 2: The School may enter into agreements with Precollege Division faculty members who teach elective courses to contract away course materials generated in conjunction with such classes. Teachers of elective courses will have the right accept or decline any offers from the School to enter into these agreements. The School may acquire use of course materials generated in conjunction with core classes by paying the teacher in question a flat fee of four hours' pay at the teacher's current Precollege Division rate (capped at total of \$500). Teachers of core classes will not have the right to deny the School use of such materials under these terms and the School will then have the exclusive right to such material.

ARTICLE VIII: LABOR–MANAGEMENT COMMITTEE

Section 1: The President of Manhattan School of Music or his/her designee shall meet with Precollege Division faculty member representatives of the Union at least once during the Fall semester and once during the Spring semester to discuss matters affecting the terms and conditions of employment of bargaining unit members and any other matters the School is prepared to discuss. These meetings shall be held at a mutually convenient time for all the parties participating in said meetings.

ARTICLE IX: FACULTY MATTERS

Section 1: The School shall, whenever appropriate, encourage students and their parents to consult with their primary teachers regarding professional and educational opportunities such as performances, auditions, competitions, festivals, master classes, and future college plans, and faculty members may give advice on such matters without compensation. Whenever appropriate, the administration shall inform faculty members of any feedback from students or their parents and shall encourage direct communications between students, parents, and/or teachers or offer to facilitate such communication.

Section 2: The names and biographies of Precollege Division faculty members shall continue to be posted on Manhattan School of Music's website.

Section 3: The School will also provide a bulletin board that will be displayed on Saturdays for the posting of professional materials (i.e., recital dates, concerts, etc.).

Section 4: Precollege Division Faculty members will be notified of opportunities to participate in Precollege Division faculty concerts and, when available, other School-sponsored faculty concerts.

Section 5: A student's studio teacher must consent before said student may engage in a School-sponsored performance (e.g., concerts, competitions, master classes, auditions) or a formal playing class at Manhattan School of Music.

ARTICLE X: MANAGEMENT RIGHTS

Section 1: Management of the School is vested exclusively in the School. Except as otherwise provided in this Agreement, the Union agrees that the School has the right to establish, plan, direct and control the School's missions, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control School operations; to alter, extend or discontinue existing equipment, facilities, and location of operations and programs; to determine and modify the number, qualifications, scheduling, responsibilities and assignment of Faculty (including to the position of Department Chair); to determine what is taught at the School and which students are accepted and retained in the School; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by the which the performance of Faculty is evaluated; to establish and require Faculty to observe School rules and regulations; to discipline or dismiss Faculty; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign

work locations; to schedule hours of work; to recruit, hire, transfer, or layoff; to determine how and when and by whom instruction is delivered; to determine all matters relating to Faculty hiring, reappointment, promotion, and retention; to appoint or assign Faculty members to committees or new positions within the School; to determine all matters related to prospective and current student and alumni; to introduce new methods of instruction; and to exercise sole authority on all decisions involving academic matters.

Section 2: The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the School. The School will not exercise its management rights in an arbitrary or capricious manner.

Section 3: No action taken by the School with respect to a management right shall be subject to the grievance or arbitration procedure or a collateral suit unless the exercise thereof violates an express written provision of this Agreement.

Section 4: In the administration of all matters covered by this Agreement, the School and the faculty are governed by existing and future law; government-wide rule and regulation prescribed on or before the effective date of this Agreement; future government rule and regulation implementing future law, applicable to, and existing at the time of, any future modifications to this Agreement; and any other future rule or regulation to the extent required by law.

ARTICLE XI: PROBATION

Section 1: All newly hired Precollege Division faculty members shall be subject to a probationary period of three (3) academic years.

Section 2: Discipline of a probationary Precollege Division faculty member, up to and including discharge during the probationary period and non-renewal of an appointment, shall not be subject to the provisions of the Grievance Procedure.

Section 3: Except as expressly set forth in this or any other article of this Agreement, the provisions of this Agreement shall be applicable to all probationary faculty members.

ARTICLE XII: APPOINTMENT AND REAPPOINTMENT

Section 1: Precollege Division faculty members shall initially be offered one-year teaching appointments. At the successful conclusion of the faculty member's three-year probationary period, the faculty member will be offered a two-year appointment. All subsequent appointments after this post-probationary two-year appointment, will be for three years.

Section 2: In the event that a faculty member is appointed to teach a class that is subsequently cancelled, Manhattan School of Music will make a good faith effort to appoint the faculty member to teach another class for which he/she is qualified.

Section 3: The School may choose not to reappoint a probationary faculty member for any reason. The School may choose not to reappoint a non-probationary faculty member for job performance (including, but not limited to, teaching performances, performance of administrative duties, and professionalism) or business/administrative reasons (including, but not limited to, a decision to not offer a particular course). In the event that Manhattan School of Music does not intend to reappoint a non-probationary faculty member for job performance reasons, Manhattan School of Music shall notify said faculty member on or before February 1, unless such job performance reasons occurred after February 1 of that year. In the latter case, the School shall inform the teacher as soon as possible after the decision not to reappoint has been reached. Absent highly unusual circumstances, the School will not fail to reappoint a non-probationary faculty member for teaching-related job performance reasons without first engaging in the evaluation process set forth in Article XVI.

Section 4: If a dispute arises over the decision not to reappoint a non-probationary faculty member, it shall be resolved through the grievance and arbitration procedure, with the arbitrator determining only whether the School was arbitrary or capricious in its determination not to reappoint for job performance or business/administrative reasons, and the arbitrator shall not substitute his or her judgment for that of the School's with respect to the School's assessment of job performance or the business/administrative decision that resulted in the decision to not reappoint.

Section 5: In the event of a major disruption in operations that requires reducing the size of the faculty, the School shall meet with the Union to discuss its plans for such a reduction before implementing such plans.

Section 6: Seniority shall be defined as the number of semesters a faculty member has taught at the Precollege Division of Manhattan School of Music.

Section 7: Any faculty member who intends to resign his/her position for the next academic year, shall inform the School no later than February 1.

Section 8: If the School elects not to renew the appointment of a non-probationary faculty member for business or administrative reasons, said faculty member shall have the right of recall for a period of two years, should the School choose to reinstate the class or course of study in question.

Section 9: If a non-probationary faculty member's workload decreases to zero hours with less than two years remaining in the teacher's appointment, the teacher shall remain eligible for work assignments at Manhattan School of Music only for a period of two years thereafter (after which the teacher shall no longer be an employee of the School).

ARTICLE XIII: TEACHING ASSIGNMENTS

Section 1: Precollege Division faculty members will be assigned studio lessons in the following manner:

- a. Absent a request from the student to change teachers, faculty members will continue to teach their students from the prior year.

- b. Faculty members will then be offered any returning students who wish to transfer into their studio. (A “Change of Teacher Request Form” must be completed and approved.)

- c. Faculty members will then be offered any newly accepted students who request that faculty member as a “first choice.”

- d. If a newly accepted student’s first choice teacher already has 8 hours of work on Saturday, then the first choice teacher will be asked if he/she would like to teach students (the new student or returning students) outside the regular Saturday School hours of operation. If either the student(s) and/or the teacher does not want to have the studio lesson outside the regular Saturday School hours of operation, the School will assign the “second choice” teacher, repeating the process used for the first choice teacher (and then repeating again, if necessary, for the “third” and “fourth” choice).

Section 2: At its discretion, the School may make assignments of chamber groups, elective courses, and studio lessons (where students decline to request a specific teacher or in the case of chamber groups, all students cannot agree on a specific teacher, or the requested teacher(s) are unavailable), provided the following conditions are met for all non-probationary teachers who are qualified for the available assignments:

- a. There was nothing in the teacher's evaluation (as per Article XVI Evaluation/Teaching Observation) that raises any concerns that s/he would be unable to complete the assignments(s) in a way that maintains the School's standards of pedagogical excellence. Any such concerns shall be communicated to the teacher.

- b. The teacher has not had a formal written warning or suspension in either of the past 2 semesters.

- c. Any teacher whose workload would otherwise be 3 hours or less has been offered at least one additional assignment. Such assignments shall be offered first to those who otherwise would have the fewest hours (i.e., 0, then 1, then 2, etc.), and then on the basis of seniority.

- d. Any teacher who declines an offer of work in one year shall not be entitled to additional offers in that year (e.g., a teacher who declines a chamber group shall not be entitled to be offered an additional elective or a studio lesson) but s/he shall also not be precluded from again being offered work in the following year, provided that s/he still meets the conditions set forth in a., b., and c.

Section 3: Precollege Division faculty members shall have the right to decline assignments.

Section 4: Faculty members who teach core classes shall make requests for courses they want to teach during the following semester or academic year. In the event that two

(2) or more faculty members wish to teach the same class or level, Manhattan School of Music shall continue to make its best efforts to assign such class on a rotating basis, assuming equal qualifications.

Section 5: Electives:

a. Manhattan School of Music shall inform faculty members of the requisite number of enrolled students for an elective class to run.

b. In the event the School decides to cancel an elective, the affected faculty member(s) shall be notified as soon as possible. The School shall endeavor to inform teachers of previously planned electives if courses are cancelled because of insufficient enrollment by September 1 each year. Upon request, the School shall furnish the Union data on students' elective enrollment at the conclusion of the semester add-drop period.

c. The School shall post on its website or make available in printed form information about elective courses.

d. The School will make a good faith effort to schedule electives when interested students will be able to attend.

Section 6: Faculty members teaching classroom courses shall provide the School with a written teaching syllabus/course curriculum no later than two weeks prior to the commencement of the class.

Section 7: The School will provide the Union with a preliminary list of returning students within one (1) week of the School's published registration deadline.

Section 8: The School agrees that, at the start of each academic year, it will not hire a new faculty member for a particular department unless the eligible non-probationary faculty members in that department have a minimum of two (2) hours of work per week. The two hour hiring limitation shall not apply to a Precollege Division faculty member who:

- a. declines the assignment of any work;
- b. designates specific criteria (e.g. age) for accepting students beyond general admissibility to the Precollege Division; and/or
- c. has worked an average of less than two (2) hours per week over the prior three (3) academic years (this provision will start in the 3rd academic year after commencement of the agreement).

d. was originally assigned two (2) or more hours of work, but there was a reduction in the amount of work prior to the start of the School year which was unrelated to any decision made by the School (e.g., a student decided to drop out or change teachers prior to the start of the academic year, etc.)

This hiring limitation shall not apply to (i) the replacement of faculty member who is no longer on the faculty, (ii) doctoral students in the College Division who are required to teach as part of their degree program; or (iii) the hiring of any distinguished teacher where the School reasonably believes that hiring such teacher will attract additional students to the Precollege Division of Manhattan School of Music and/or will add prestige to the School. The School shall not assign more than a total of four (4) hours of studio teaching or courses per week (with no more than two (2) hours on Saturday) to non-bargaining unit members of the administration or management. Such assignments shall be limited to elective course or to studio teaching where the students have requested to study with the administrator. This restriction shall not apply to students working with non-bargaining unit members as of the execution of the present Collective Bargaining Agreement. This provision applies to the President, Dean of the Precollege and the Precollege Staff who work on Saturday who report directly to the Dean of the Precollege.

ARTICLE XIV: STUDENT AUDITIONS

Section 1: Precollege Division faculty members who teach individual lessons shall be invited by Manhattan School of Music to sit on panels and serve as judges during auditions of prospective students in their respective departments. When administratively

feasible, teachers shall be invited to be present for the auditions of students who have requested them.

Section 2: At the conclusion of the application and admission process each year, the School shall provide the Union with access to applicant data, including instrument and teacher requests, audition composite scores, and teacher assignment. This data will not include student names or other identifiable information.

Section 3: When administratively feasible, a core panel of no fewer than two judges will remain the same for auditions of students applying for admission to the same department.

Section 4: The rate for work on auditions shall be \$30 per hour. This rate shall be modified to reflect any increases with respect to the rate paid to College faculty for such audition work.

ARTICLE XV: TEACHING ROOM ASSIGNMENTS AND FACILITIES

Section 1: Manhattan School of Music shall make a good faith effort to provide all Precollege Division faculty members with the best possible teaching spaces for their lessons and classes (which shall include piano teachers having the necessary instruments, all faculty members having clean, well-lit rooms with necessary space and having the materials (in the School's view) that are needed to teach).

Section 2: Should a College Division faculty member request to use his/her regularly assigned weekday teaching space for Precollege teaching on a Saturday, the School shall make a good faith effort to provide any exclusive Precollege Division faculty members to whom that space has been regularly assigned with comparable alternative room assignments. Once the academic year is in progress, however, the School shall not allow College Division teachers to displace Precollege Division teachers from their regularly assigned teaching spaces.

Section 3: Prior to the start of each academic year, Manhattan School of Music shall make its best efforts to post current room assignment information electronically in a manner accessible to all Precollege Division faculty members, and shall make available for all faculty members the master schedule of classes and faculty appointments.

Section 4: Manhattan School of Music shall make a good faith effort to minimize the number of room changes required of individual faculty members during their Saturday teaching schedules.

Section 5: Precollege Division faculty members who teach Manhattan School of Music students on weekdays and/or who teach “make-up” lessons on campus on weekdays may request room assignments at the School. Manhattan School of Music will continue its practice of providing an accompanist for weekday lessons, when possible.

Section 6: Starting in the 2014-2015 academic year, Precollege faculty members may request keys to the rooms to which they are regularly assigned. Manhattan School of

Music and representatives of the union will work together to establish an administratively feasible process for this to occur.

Section 7: Precollege Division faculty members will have access to the Heckscher Library as a faculty break area on Saturdays, according to availability. The faculty will also be provided a reserved table for the cafeteria (which shall not be regulated by the Administration).

ARTICLE XVI: EVALUATION/TEACHING OBSERVATION

Section 1: It is the goal of both the School and the Precollege Faculty to have excellence in teaching, and both acknowledge that a continued process of evaluation will support that goal. Toward that goal, a faculty member or the School may request a meeting with an appropriate Precollege Division administrator in order to discuss the faculty member's job performance. Such issues as the progress of individual students, feedback about a teacher's work, and a teacher's outside professional activities and development may be discussed. Following such a meeting, should either party deem it necessary to the evaluation process, an observation of the faculty member's teaching may be scheduled. The School may schedule an evaluation of a Precollege Faculty member or a faculty member may request that an evaluation be conducted and his/her teaching be observed. A faculty member's request for an observation will not be unreasonably denied, and nothing in this paragraph will preclude informal observations of classroom and other work of faculty members.

Section 2: The following procedure for formal evaluation and teaching observation shall be followed:

- a. A Manhattan School of Music administrator will give the faculty member prior notice that his/her lesson/class will be observed. A Precollege Division faculty member will give the administration ample notice when requesting that his/her lesson/class be observed and will discuss with the administration the reason for requesting an observation.
- b. The School will discuss the evaluation and, if appropriate, ways for improvement with the faculty member.
- c. The faculty member, after adding written remarks to the report if he/she chooses, will sign the report.
- d. The faculty member may request a second evaluation/observation be conducted by a different observer. In the event of a second evaluation, the School will provide the faculty member with a choice of four (4) possible evaluators, if possible. If the faculty member has a reason to question the objectivity of any potential evaluator, the Union and the School will discuss the issue and determine whether a substitute will be offered by the School.

Section 3: The School may continue its current practice relating to student evaluations of courses, provided that formal, written evaluations will not be used for students in 6th grade or younger and that student evaluations will not be the direct basis for disciplinary action (without conferring with the faculty member).

Section 4: In the event that the School has concerns about a Precollege Division faculty member's performance of administrative duties and/or other non-pedagogical matters, the School shall meet with the teacher in question and allow the faculty member to respond to the issues raised. A Union representative may accompany the teacher to such a meeting. Whenever appropriate, the Union and the faculty member shall receive advance notice of the meeting. Upon request, the School shall provide the Union and the faculty member with copies of relevant documentation relating to the matter (other than witness statements, investigative reports, or other similarly confidential materials).

ARTICLE XVII: TEACHER CHANGES

Section 1: The School shall inform faculty members within two (2) Precollege business days of the receipt of a properly completed Change of Teacher form.

Section 2: When the School is informed that a student wishes to change faculty members, the School will recommend and, if appropriate, facilitate a meeting between the student, parent, and the current faculty member to discuss the possibility of a change.

Section 3: In the event a student changes from one Precollege Division faculty member to another Precollege Division faculty member after the start of the semester, Manhattan School of Music shall make a good faith effort to provide the faculty member who has lost a student with an equivalent amount of work as soon as possible.

Section 4: The School shall not authorize student changes after the 3rd week of the semester, except in extraordinary circumstances. In order to ease the transition in the event a student changes from one Precollege Division faculty member to another after the 3rd week of the semester, the faculty member losing the student will be paid for one (1) lesson for that student after the change occurs. However, if the reasons for a mid-semester change result from disciplinary action against the faculty member, the School shall not be required to pay the teacher for the transition week.

Section 5: In the event of a teacher change request by a student, the School will require the teacher to whom the student wishes to transfer to affirm in writing that he/she has not solicited the student.

ARTICLE XVIII: JURIES

Section 1: Precollege Division faculty members shall serve as judges, as assigned by the School, on jury panels each Spring semester. Grades and comment sheets for each student shall be given to the students' studio teachers for review by the last Saturday of the Spring semester, unless the parent makes a written request to the contrary.

ARTICLE XIX: SUBSTITUTE FACULTY MEMBERS

Section 1: Precollege Division faculty members shall have the right to recommend substitute faculty members for approval by the School to teach in their places or allow Manhattan School of Music administrators to select substitute faculty members when absent from work. The School will not unreasonably deny the recommendations of faculty members provided the School receives advanced notice of at least 14 days prior to the absence. Manhattan School of Music shall pay substitutes with appointments to teach in the Precollege Division their regular teaching rates. The School shall pay substitutes without regular appointments to teach in the Precollege Division a flat rate of pay for substitutes which shall be no less than the School's minimum rate of pay per hour (unless the Substitute is a current MSM undergraduate or master's student, for which the rate shall be no less than \$30.00).

Section 2: Manhattan School of Music shall notify all faculty members of the flat rate of pay for substitute faculty members by August 15th of each year.

Section 3: Manhattan School of Music Precollege Division faculty members shall be obliged to make up or make arrangements for substitute teachers for lessons or classes missed due to teacher absences. Private lessons missed due to student absences are made up at the sole discretion of the affected teacher.

Section 4: The School shall continue its current policy regarding the number of absences a faculty member may have in a semester, provided that the School will not

unreasonably deny a request for an exception to the policy to allow for the accounting of absences over an academic year rather than just a single semester.

ARTICLE XX: COMPENSATION

Section 1: Effective July 1, 2014, the minimum hourly rate shall be \$50.00 per hour. The School may negotiate with any prospective or current faculty member for a rate above the minimum on an individual basis and without approval from the Union upon hiring or at any other time during the faculty member's employment. The Union will be informed of any hourly teaching rates above the minimum and increases to a current Precollege faculty member's teaching rate above the increases provided for in the present agreement within fifteen (15) Precollege business days after the offer of employment has been accepted or the wage increase has gone into effect.

Section 2: Hourly Rate Increases

- a. Effective July 1, 2014, all employees earning \$48/hr or less will be moved to the minimum rate of \$50.00/hr.

- b. Effective July 1, 2014, faculty members earning between \$49 and \$100/hr (inclusive) shall receive a minimum of a \$2 per hour rate increase, and those earning more than \$100/hr shall receive a minimum of a \$1 per hour rate increase.

c. Effective July 1, 2015, faculty members earning between \$50 and \$100/hr (inclusive) shall receive a minimum of a \$2 per hour rate increase, and those earning more than \$100/hr shall receive a minimum of a \$1 per hour rate increase.

d. Effective July 1, 2014, College faculty members in the Precollege division will have a separate hourly rate that will not automatically be tied to the rate they receive for work in the College.

Section 3: Effective July 1, 2014, any faculty member earning \$100 or less per hour who holds a doctorate of music or education from an accredited institution, shall receive a one-time rate increase of \$1 per hour. To receive this increase, the faculty member must provide a transcript or other evidence deemed appropriate by the School of the degree.

Section 4: When faculty members are required to attend a meeting by the School on a day other than Saturday or when they are not otherwise scheduled to be in the building, they shall be compensated at the rate of \$25.00/hour (2 hour minimum, 15 minute increments thereafter) for group meetings and at their regular rate for individual meetings with members of the School's administration (1 hour minimum, 15 minute increments thereafter). For group meetings on Saturdays or when the faculty member is otherwise scheduled to be in the building, faculty members shall be compensated at the rate of \$25.00/hour (30 minute increments). For individual meetings on Precollege Saturdays or days when a faculty member is regularly scheduled to be in the building, faculty members shall be compensated at their regular rate (1 hour minimum, 15 minute

increments thereafter), if they are required to wait more than one (1) hour beyond the end of their teaching schedule or arrive more than one (1) hour before their first assignment.

Section 5: Starting in the 2014 Spring semester, in the event that a Precollege student withdraws from the School before the end of a semester, the affected studio lesson teacher and, if the withdrawal from the School causes a chamber music group to be disbanded, the affected chamber music teacher, shall be compensated for the semester for all related teaching assignments only in proportion to tuition payments received and retained by the School. Thus, if the School receives no tuition from the student, the faculty member will receive no further payments, and if the School receives full tuition from the student, the faculty member will be paid for all remaining classes covered by the tuition. If the School receives a partial payment, the School will calculate the total amount received from the student, and the teacher will receive payment for the semester in no less than the percentage the School received of the required tuition.

ARTICLE XXI: SICK LEAVE AND LEAVES OF ABSENCES

Section 1: Following the initial three-year probationary period, all Manhattan School of Music Precollege Division faculty members may take, with the prior approval of the School, up to two (2) semesters of unpaid leave of absence for professional or personal reasons during a rolling five (5)-year period. During such absences, seniority shall not accrue. Faculty members may recommend Substitutes for leave of absence in accordance with Article XIX.

Section 2: Precollege Division Faculty members teaching classroom courses, ensembles, and chamber music are entitled to one (1) paid sick day for the hours missed for such work per school year (with appropriate medical documentation if requested), paid at the faculty member's hourly rate. In order to receive this sick pay, the faculty member must give notice (by email where possible) to the School as soon as practicable, but no later than 7 a.m. on the day of the absence. This sick leave shall be inclusive of any sick leave required by the New York City Sick Leave Law.

ARTICLE XXII: TUITION REMISSION

Section 1: The School will continue to abide by its current policy for Tuition Remission for Precollege Tuition for Precollege Faculty (i.e., 30% remission or applicable scholarship funds, whichever is greater, with only one discount being taken per child even if two parents are faculty members).

ARTICLE XXIII: PERSONNEL FILES

Section 1: A personnel file shall be maintained for every Precollege Division faculty member.

Section 2: Union representatives shall be given access to the personnel file of a bargaining unit member with the permission of the bargaining unit member.

Section 3: In the event any material is provided to the School in an anonymous manner concerning a Precollege Division faculty member, it will be maintained only in a separate file in the School's Human Relations department, the faculty member shall be informed about such material, and such material will be available for review to School administrators only on a need to know basis.

Section 4: Bargaining unit members shall have the right to inspect their files upon request to the School's Human Relations Department.

ARTICLE XXIV: DISCIPLINE AND DISCHARGE

Except as otherwise set forth herein, discipline and discharge (during the term of an appointment) shall be only with just cause.

ARTICLE XXV: GRIEVANCE PROCEDURE

Section 1: A grievance shall mean any dispute concerning the application, interpretation, or reasonableness thereof or any other claimed violations of any term or condition of this Agreement.

STEP 1. Any Precollege Division faculty member or group of faculty members feeling him/herself/themselves aggrieved must raise a grievance with the Dean of the Precollege Division of Manhattan School of Music within ten (10) Precollege Division business days from the time the dispute arises or within ten (10) Precollege Division business days of when the employee becomes aware of it, either alone, or at the faculty

member's option, accompanied by a union steward. The Dean of the Precollege shall give an answer to said grievance within ten (10) Precollege working days.

STEP 2. If the grievance is not settled satisfactorily in Step 1, then within five (5) Precollege Division business days (Tuesday through Saturday) after the time at which the answer of the Dean of the Precollege Division is due, the faculty member, with or without a union representative, shall present a written grievance to the President of Manhattan School of Music (or his/her designee). A grievance so presented shall be answered by the President of Manhattan School of Music (or his/her designee) within five (5) regular business days (Monday – Friday) after its presentation.

Section 2: If Manhattan School of Music fails to respond at any step of the grievance procedure, the Union may appeal the grievance to the next higher step.

Section 3: The School may also raise a grievance in writing with the Union. Such grievances shall be discussed directly at the Step 2 Stage, with the Union providing a response to the School within five (5) business days.

Section 4: The time limits set forth in this Article may be extended only by written agreement of the parties.

ARTICLE XXVI: ARBITRATION

Section 1: A grievance which has not been settled satisfactorily in Step 2 may be referred for arbitration by the Union before one of the following arbitrators (to be rotated in the order listed below) within fifteen (15) days of receipt of the Step 2 decision:

John Donoghue

Martin Scheinman

Howard Edelman

Carol Wittenberg

Susan McKennie

The parties will use the arbitrators in rotation in the order set forth above, except that if the designated arbitrator cannot provide a mutually acceptable date within six (6) months of the request for arbitration, the party seeking arbitration may seek a date from the next arbitrator on the list who offers a mutually acceptable date. The time limits set forth in this Article may be extended only by written agreement of the parties. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules. The award of the arbitrator shall be in writing and shall be final and binding on the parties.

Section 2: The fees and expenses of the arbitrator shall be borne equally by the parties.

Section 3: The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in this Article, and he/she shall have no power to add to, subtract from, modify, alter, or amend in any way any of the terms of this Agreement.

Section 4: It is agreed that time is of the essence in any arbitration, and both parties shall exert their best efforts to obtain a speedy resolution.

ARTICLE XXVII: SAVINGS CLAUSE

Section 1: The parties agree that should any Article or subdivision of this Agreement be or become unlawful, invalid, ineffective, or unenforceable by virtue of any acts, laws, or decision of any established governmental agency or court, then any such Article or subdivision shall not affect the validity and enforceability of any other Article or subdivisions thereof, and the remainder of this Agreement shall continue in full force and effect for its duration.

ARTICLE XXVIII: SUCCESSORS AND ASSIGNS

Section 1: This Agreement shall be binding upon the successors and assigns of the parties.

ARTICLE XXIX: NO STRIKE/NO LOCKOUT

Section 1: The parties agree that it is of primary importance to provide uninterrupted service to Manhattan School of Music community and all those served by it. In this context, the Union agrees that neither it nor any member of the bargaining unit, any employee, agent, representative or Union official shall engage in or encourage any strike, sympathy strike, sit-down, slowdown, cessation or stoppage or interruption of work, boycott, or any other interference with the operations of Manhattan School of Music during the term of this Agreement. For its part, Manhattan School of Music agrees it shall not lock out the employees covered by this Agreement.

ARTICLE XXX: EFFECTIVE DATES AND DURATION

Section 1: Except as set forth in the attached sideletter, this Agreement shall be in full force and effect for the period commencing upon ratification until August 31, 2016.

Section 2: Manhattan School of Music and the Union agree jointly to enter into discussions relative to a renewal of this Agreement no later than the sixtieth (60th) day immediately preceding the termination date of the Agreement.

IN WITNESS WHEREOF, Manhattan School of Music and the Union have executed this Agreement as of the date first above written.

Union

Date

Manhattan School of Music

Date

SIDELETTER

The parties agree that with respect to the commencement of this initial collective bargaining agreement that:

- All appointments for the 2013-2014 academic year shall be deemed to be the appointments provided for in Article XII, Section 1 of the Agreement. All new faculty members shall have a one year probationary appointment. All faculty members in their second year shall have a two year probationary appointment. All faculty members in their third year shall have a one year probationary appointment. All other faculty members shall have a three year appointment.

- Any Precollege faculty member who would have been eligible for a sick day under Article XXI may request payment for such sick leave, provided they complied with all of the requirements of Article XXI at the time they would have otherwise been eligible.

- Article XX, Section 5 shall be applied to any withdrawals in the 2013-2014 academic year.

Union

Date

Manhattan School of Music

Date
