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AGREEMENT BETWEEN
EASTCHESTER UNION FREE SCHOOL DISTRICT
TOWN OF EASTCHESTER
WESTCHESTER COUNTY, NEW YORK
AND
THE EASTCHESTER ADMINISTRATORS' ASSOCIATION
7/1 6/30
2003-2006

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

In order to effectuate the provisions of the Public Employees Fair Employment Act, to encourage and to increase effective and harmonious working relationships in the school system, and to provide the highest educational standards, this agreement is effective as of the 1st day of July, 2003, and expires on the 30th day of June, 2006, by and between the Eastchester Union Free School District, Eastchester, New York (District) and the Eastchester Administrators' Association (Association).

ARTICLE I – DISTRICT RIGHTS

Nothing in this Agreement shall be construed to limit the District in any way in the exercise of its power to plan, determine, direct and control the nature and extent of its operations; the number, size and location of its facilities; to introduce any new or improved methods, procedures, policies or facilities; to direct and control its working force; or to determine the number of employees it deems essential to fill the various jobs and assignments required.

The District shall also have the power to change or amend any “terms and conditions of employment” of its employees, except to the extent specifically limited by an express clause of this Agreement. The District shall not amend or change any existing “terms and conditions of employment” not covered by this Agreement without prior consultation with the Association, where possible.

If the alteration of such “terms and conditions of employment” results in the abolition of a position of a tenured member of the bargaining unit, the member of the unit whose job is abolished shall receive one year’s notice of the abolition of the position. The notice provisions herein shall be six (6) months where the abolition of such position is not a result of the alteration of “terms and conditions of employment.”

ARTICLE II – RECOGNITION

The District hereby recognizes the Association for the purposes of negotiating collectively over the terms and conditions of employment pursuant to the Public Employees Fair Employment Act, as the exclusive representative of all supervisory/ administrative titles in the District, including but not limited to, principals, assistant principals, Director of Pupil Personnel Services, administrative Coordinator of Physical Education/Director of Athletics, supervisors of instruction, and administrative CSE Chairperson (hereinafter referred to as “members”).

ARTICLE III – COLLECTIVE NEGOTIATIONS

- A. The District and the Association agree to negotiate in good faith in an effort to reach agreement on the terms and conditions of employment of members. Negotiations shall take place as early as possible in the final year of this agreement, for adoption in the

following school year. Nothing contained in this contract shall be changed without the agreement of the Association.

- B. During negotiations, the District and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. Negotiations shall be conducted by a team of not to exceed five (5) nor less than (2) for the Association. Each team may have legal counsel present as negotiator or otherwise and may from time to time invite to the negotiation discussions a limited number of other persons whose presence is reasonably required as participants. The District shall, within reason, make available records, data and information in its possession (including line budget items where developed) which are directly pertinent to a topic under negotiation. The Association shall also, within reason, make available records, data and information in its possession or which may be available through its state or national or county affiliates or otherwise, and which are directly pertinent to a topic under negotiation. Negotiated agreements arrived at shall be reduced to writing and signed by the Association and the District.
- C. An impasse in negotiations shall occur if the parties concur that they are at an impasse or if they have failed to reach agreement on topics of negotiation by the deadline prescribed by the Public Employees Fair Employment Act in effect at the time.

ARTICLE IV – ATTENDANCE AT CONFERENCE

- A. All titles recognized by this agreement will be permitted to attend professional conferences (e.g. ESSAA, ASCD, Elementary, Secondary Principals' Associations) with the approval of the Superintendent. Such approval will not be arbitrarily withheld. In consultation with the Superintendent and/or Assistant Superintendent for Instruction, administrators attending such conferences shall provide reports/presentations and/or information as appropriate for the purpose of supporting the District's professional development program. Expenses for the above shall be reimbursed by the District
- B. The President/designee of the Association [EAA] will be permitted to attend the conferences of the regional and state organization(s) to which EAA is affiliated. Two professional conference days shall be provided for this purpose annually. All expenses shall be borne by the President/designee of the EAA.

ARTICLE V – AUTHORITY IN BUILDING/WORKDAY

- A. No staff shall be hired for, or transferred to or from, a building without prior consultation with the building Principal(s) affected, where possible.

- B. In the event of an involuntary transfer, administrators shall be given the reason for the transfer and the opportunity to discuss the transfer with the Superintendent. Transfers shall not be made for punitive reasons.
- C. Prior to the District making any changes which affect the number of staff, the courses offered to students, or the instructional services provided in a building, the Principal shall be consulted, where possible.
- D. Representatives of the Association shall be invited to participate on all committees relating to identification, design and implementation of system-wide programs. If such programs are developed through other than a committee structure, they shall not be adopted until there has been consultation with the Association regarding them, where possible.
- E. Each Principal will be invited to participate in all committees involved in the identification, design and/or implementation of programs which will take place in the Principal's building. If such programs are developed through other than a committee structure, the Principal shall be consulted prior to the adoption of such programs, where possible.
- F. The Principal is responsible for recommending to the Superintendent those probationary teachers in his/her building who will be retained or dismissed.
- G. In addition to routine building assignments, Principals may be assigned District-wide responsibilities by the Superintendent. Such assignments shall not be used as a basis to claim such Principal is a managerial or confidential employee
- H. Because of the unique nature of their responsibilities, members of the unit are not assigned any specific workday limit. They are instead expected to carry out their assignment without regard to hours, working each day until all duties have been performed and other professional commitments have been met. Members shall notify their secretary of their whereabouts if they leave the building during the workday. Members of the unit shall also be available to the Superintendent or his/her designee on a daily basis at least 30 minutes beyond the teacher workday.

ARTICLE VI – DISTRICT STAFF NEGOTIATIONS

The principals are responsible for administering, at the building level, the contracts that are agreed upon by the District and the employee organizations in the district.

ARTICLE VII – RECRUITING

- A. Members of the unit, when available, will interview those candidates who are applicants for positions in the school they administer. The Superintendent shall

consult with the Principal, when available, prior to recommending a candidate for a position in the building.

- B. Principals will have the opportunity to visit teacher-preparation institutions and schools where prospective candidates are employed.
- C. The principal should have a candidate's document in his/her possession before the candidate is interviewed.
- D. Candidates selected for interview on the basis of submitted documents should be discussed with the principal before an interview appointment is made.
- E. A notice of vacancy in a promotional position shall be sent to each school for posting and a copy of record shall be sent to the Association in a timely fashion before the final date applications must be submitted.
- F. Association members who desire to apply for a promotional position which may be advertised and/or filled during the summer recess when school is not in session, shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer.

ARTICLE VIII – SALARIES

- A. The Superintendent shall determine the initial salary for any member of the Association. Thereafter, the unit member shall move to the base salary, or beyond, of the person they replaced on the following formula: the difference between the new employee's and old employee's salary shall be divided by five to create increments, the new unit member shall receive the higher of the increment or the negotiated across-the-board increase until such time as the new employee equals or exceeds the salary of the old employee, which period cannot extend beyond the start of the new employee's sixth year of service. Upon reaching or exceeding such prior salary, the employee shall receive the negotiated across-the-board increase annually thereafter.
- B. Supervisors of Instruction who are part time will be compensated at a rate proportionate to the time allocated to supervision and the portion to teaching.
- C. Longevity payments shall be made on the following basis:

At the beginning of year 6 through the end of the 10 th year	-	\$1,500
At the beginning of year 11 through the end of the 15 th year, an additional	-	\$1,500
At the beginning of year 16 through the end of the 20 th year, an additional	-	\$1,500

D. For administrators who also teach part-time in the District, longevity payments will be based solely upon the provisions of this section of the Agreement. It is understood that no additional longevity payments will be received under the terms of the agreement with the Eastchester Teachers' Association.

E. Administrators hired prior to July 1, 1993 who possess an earned doctorate from a recognized, accredited institution of higher education will be entitled to receive an additional payment of \$1,000 per year.

F. (1) Salary Increases shall be as follows:

July 1, 2003, all salaries shall be increased by 2.5%.
January 1, 2004 all salaries shall be increased by 1.0%.
July 1, 2004, all salaries shall be increased by 2.5%.
January 1, 2005 all salaries shall be increased by 1.0%.
July 1, 2005, all salaries shall be increased by 2.5%.
January 1, 2006 all salaries shall be increased by 1.0%.

(2) The following adjustments to salary shall be made:

July 1, 2003, all Principals and Directors shall have their base salaries increased by \$2,000 and all Assistant Principals shall have their base salaries increased by \$1,000.

July 1, 2004, all Principals and Directors shall have their base salaries increased by \$1,500 and all Assistant Principals shall have their base salaries increased by \$1,000.

July 1, 2005, all Principals and Directors shall have their base salaries increased by \$1,000 and all Assistant Principals shall have their base salaries increased by \$750.

(3) Tenure Award: Those unit members who received or will receive tenure on or after 7/1/02 will have a one time \$1,000 added to base salary

(4) Eleven month administrators required to work by the District during the non-work month (12th), shall be paid at their current base pay *per diem* rate. (1/220) of salary excluding longevity.

G. The Athletic Director is a full-time eleven-month administrative position. The Athletic Director will not teach any classes.

ARTICLE IX – EXTENSION OF BENEFITS

- A. The following provisions of the Agreement between the District and the Eastchester Teachers Association (ETA) shall be applicable to members of this unit.³

Article IV	A., 1-8	-	Sick Leave
	B.	-	Other Leaves
Article V,	D.	-	Personnel Files
	F.	-	Disciplinary Proceedings
Article VII,	A., C	-	Association Rights
Article VIII, A.- D.		-	Dues and Deductions
Article IX	A.	-	Promotional Advancement
	B.	-	Complaints
	D.	-	Insurance While Transporting Students
Article X	A.	-	Health Insurance
	B.	-	Welfare Fund
	D.	-	Mileage

- B. The District will establish a Welfare Fund contributing \$1,000 per administrator per year for additional insurances and/or unreimbursed medical, dental and optical expenses, at the option of each administrator. The method of administration is Business Office reimbursement.
- C. The Board will provide life insurance in the amount of \$50,000 for each member.
- D. Principals, hired prior to January 1, 1998, will receive, and are expected to take, thirty (30) days vacation annually. Vacation shall be taken within the two (2) year period in which it is earned and shall not be cumulative beyond a two (2) year period. ~~However, principals who have accumulated sixty (60) days over a two (2) year period may carry forward those sixty (60) days into a third year,~~ provided that no principal may carry forward more than sixty (60) days at any time for pay out purposes upon separation from employment. Vacation shall be as

³ These provisions are contained in the District's 1991-94 contract with the ETA. For future years, the successor provisions to these clauses, if any, shall be applicable.

earned at the end of any school year. Principals shall also be entitled to the approximately fifteen (15) holidays granted each year to all employees.

- E. All Principals hired after January 1, 1998 shall have a twelve (12) month work year with thirty (30) vacation days and the ability to accumulate up to thirty (30) vacation days for pay-out at the then current per-diem (1/240th) rate upon separation from the District.
- F. The work year for all administrative titles, excluding Principals, hired on or after July 1st, 2001 shall be eleven (11) months less all school recess/holiday periods, based upon the official board approved school calendar.
- G. The work year for the following incumbents hired prior to July 1st, 2001 shall become eleven months less all school recess/holiday periods: Director of Pupil Personnel Services, Assistant Director of Special Education and Athletic Director. The incumbents of these positions shall have frozen any accumulated vacation days as of July 1st 2001. Such days may be cashed in for payment upon separation from the District at the then current per diem (1/220th excluding longevity) or used as additional leave time with the approval of the Superintendent or his designee. There shall be no further accumulation of vacation time for these positions,
- H. It is understood that the eleventh work month shall consist of four weeks in the summer between July 1st and August 31st, to be scheduled based on the needs of the building/department and the approval of the Superintendent or his designee. The four weeks need not be consecutive.
- I. The per diem rate for all members of the unit hired after July 1st 2001, excluding Principals, and for any incumbent title designated as an eleven month position shall be determined by multiplying annual base pay, excluding longevity, by 1/220th.
- J. Supervisors shall follow the same calendar as the teachers, plus an additional ten (10) days per year. Such additional days are to be scheduled only when school buildings are open. Any days beyond the ten (10) days are to be compensated at a rate of \$112 per day or 1.12 times the rate of teacher compensation for summer work, whichever is greater.
- K. Members of the unit may only be assigned responsibilities consistent with their job descriptions.
- L. Members of the unit shall be reimbursed the reasonable cost of dinner when required to attend evening meetings.
- M. The District will reimburse administrators for tuition for courses or seminars taken at a college, university or other institution, which are related to their

employment. Such courses or seminars shall be subject to the advance approval of the Superintendent, such approval not to be unreasonably withheld. No administrator shall be eligible for reimbursement for more than nine credits in any one school year. In order to receive reimbursement, if the course is graded the administrator must receive a passing grade.

N. The District will provide an IRC § 125 plan for administrators.

ARTICLE X – GRIEVANCE PROCEDURE

A. Definitions:

1. A “grievance” is a claim by a member or members, or the Association that they have been adversely affected by an incorrect or improper application of any Board rule, regulation or policy on the terms and conditions of employment, or of the terms of this Agreement, or another written agreement between the Board and the Association.
2. The “aggrieved” is the member, or members of the Association making the claim.
3. A “Party in interest” is the member or members, or the Association making the claim and any person against whom action might be taken in order to resolve the claim.
4. “Superintendent” means the person then acting as Superintendent of Schools of Eastchester Union Free School District, or his/her designee.

B. Purpose

The purpose of this procedure is to secure equitable solutions to the disputes which may arise over the matters defined in paragraph “A.1”.

C. Informal Procedures

Prior to starting formal procedures, the aggrieved shall first discuss the matter informally with the Superintendent or with any central office administrator, with the objective of having the grievance adjusted informally.

D. Formal Procedures

To expedite the grievance process, the number of days indicated at each level shall be considered as a maximum. At any stage of the proceedings, either party may introduce or add new information or evidence which may be related to a decision in such proceeding.

1. Level One:

- a. The grievance shall be filed in writing with the Executive Board of the Association through its President or presiding officer no later than ten (10) school days after the grievance occurs, or knowledge should be reasonably had thereof. Within five (5) school days after receiving the written grievance, the Executive Board of the Association shall act thereon.
- b. If the Association determines the grievance meritorious, it shall within five (5) school days notify the Superintendent that it desires to continue the grievance procedure. The Superintendent shall meet with the Association in an effort to resolve the grievance.

The Superintendent will inform the Association of his/her decision within five (5) school days after the meeting.

2. Level Two:

- a. If the Association is not satisfied with the decision at level one, or if no written decision has been rendered within five (5) school days after the meeting, the Association may, within ten (10) school days after the meeting on level one, request a meeting of the Board, or a duly appointed committee thereof, to take place within ten (10) school days after receiving the request.
- b. The Board, or its committee, shall meet with the Association for the purpose of reaching a mutually satisfactory solution. The Board shall, within ten (10) school days of said meeting, inform the Association of its decision.

E. Arbitration:

- a. If the Association is not satisfied with the decision of the Board, the grievance may be submitted to arbitration under the rules and procedures of the American Arbitration Association, provided, however, that the arbitration proceeding must be instituted within thirty (30) days after receipt of the written decision of the Board by the Association, or if no written decision is rendered, within forty-five (45) days after the meeting with the Board or its committee.
- b. The decision of the Arbitrator shall not be binding on any party in interest and shall be advisory only, provided however, that decisions which find violations of either Article I, V or procedural violations of Article VIII shall be binding.

F. Miscellaneous

- a. The grant or denial of initial tenure shall not be subject to the grievance procedure and shall in no way be arbitrable either directly or indirectly.
- b. Decisions rendered at all formal levels of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be promptly transmitted to all parties in interest and to the Association.
- c. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- d. Any member of the unit whose appearance is necessary at a grievance procedure shall be released from duties for such appearance without lost of pay, sick or personal leave.
- e. The District shall have the right to notify the Association of a claimed violation of the contract, which if unresolved, may be submitted to arbitration as provided above.

ARTICLE XI – SAVINGS CLAUSE

If any provision of this agreement or any application of this Agreement 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 will continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this 2nd day of July, 2003.

**THE EASTCHESTER
ADMINISTRATORS'
ASSOCIATION**

Thomas Sullivan

**EASTCHESTER UNION
FREE SCHOOL DISTRICT**

Robert G. Gubert