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Title: **Hawthorne Cedar Knolls Union Free School District and Hawthorne Cedar Knolls Administrators Association (2006)**

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Union: **Hawthorne Cedar Knolls Administrators Association**

Local:

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AGREEMENT

Between the

BOARD OF EDUCATION

of the

HAWTHORNE CEDAR KNOLLS

UNION FREE SCHOOL DISTRICT

- and the -

HAWTHORNE CEDAR KNOLLS

UNION FREE SCHOOL DISTRICT

ADMINISTRATORS'

ASSOCIATION

July 1, 2006 – June 30, 2010

RECEIVED

DEC 26 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

This Agreement is made by and between the Board of Education ("the Board") of the Hawthorne Cedar Knolls Union Free School District ("the School District") and the Hawthorne Cedar Knolls Union Free School District Administrators' Association ("the Association").

ARTICLE I: RECOGNITION

The Association is recognized as the exclusive bargaining representative of the full-time Principals, and Assistant Principals excluding the Superintendent, the Assistant Superintendent and all other employees of the School District. Unless otherwise indicated, "Administrator(s)" when used in this Agreement shall refer to a member or members of the unit defined in this Article. The position of CSE Chairperson/Coordinator of PPS and Director/Coordinator of Staff Development shall be added to the contract effective July 1, 2000.

ARTICLE II: SALARIES

Section 1. General Salary Increases

- A. For the 2006-2007 school year a two percent (2%) salary increase and then an additional \$3,750.00 increase for all unit members except Raymond Raefski and Pedro Reynoso.
- B. For the 2007-2008 school year a two percent (2%) salary increase and then an additional \$4,000.00 increase for all unit members.
- C. For the 2008-2009 school year a two percent (2%) salary increase and then an additional \$4,250.00 increase for all unit members.
- D. For the 2009-2010 school year a two percent (2) salary increase and then an additional \$4,500.00 increase for all unit members.

Section 1a. Longevity

Unit members will receive the following non-cumulative longevity payments:

After ten (10) years in the district	\$2,750.00
After fifteen (15) years in the district	\$4,500.00
After twenty (20) years in the district	\$5,000.00
After twenty-five (25) years in the district	\$5,500.00

Section 1b. Earned Doctoral Degree – A salary adjustment shall be made to any unit member who completes or has completed an earned doctorate degree, upon certification of the credits by the official transcript from a regionally accredited institution, as listed in the Accredited Institutions of Post-Secondary Education Programs Candidates, edited by the American Council on Education, Washington, DC. This adjustment shall be \$1,000.

Section 2. Limitation to Term of Agreement

It is understood and agreed that the term of this agreement is from July 1, 2006 through June 30, 2010.

Section 3. Stipend Position

Effective 7/1/06, the Board will create a position of Chief Officer/Technology with an annual stipend of \$6,000. The appointment to this position shall be at the Superintendent's discretion. Any work performed in furtherance of this position shall be done, to the extent practicable, so as not to interfere with the person's primary appointment and will not be considered exclusive to this Union.

ADMINISTRATORS SALARY SCHEDULE 7/1/06 through 6/30/10

2006		1-Jul	2%	Longevity		
John	Sasso	\$120,849		3750	5500	\$130,099
Ray	Raefski	\$105,000		0		\$105,000
Stephanie	Visca	\$95,547		3750	2750	\$102,047
Natasha	Shea	\$82,620		3750		\$86,370
Jay	Posephney	\$85,043		3750		\$88,793
George	Pollack	\$84,195		3750		\$87,945
Pedro	Reynoso	\$89,000		0		\$89,000
Liz	Jones-Watson	\$78,540		3750		\$82,290

2007		1-Jul	2%	Longevity		
John	Sasso	\$127,091		4000	5500	\$136,591
Ray	Raefski	\$107,100		4000		\$111,100
Stephanie	Visca	\$101,283		4000	2750	\$108,033
Natasha	Shea	\$88,097		4000		\$92,097
Jay	Posephney	\$90,568		4000		\$94,568
George	Pollack	\$89,704		4000		\$93,704
Pedro	Reynoso	\$90,780		4000		\$94,780
Liz	Jones-Watson	\$83,936		4000		\$87,936

2008		1-Jul	2%	Longevity		
John	Sasso	\$133,712		4250	5500	\$143,462
Ray	Raefski	\$113,322		4250		\$117,572
Stephanie	Visca	\$107,389		4250	4500	\$116,139
Natasha	Shea	\$93,939		4250		\$98,189
Jay	Posephney	\$96,460		4250		\$100,710
George	Pollack	\$95,578		4250		\$99,828
Pedro	Reynoso	\$96,676		4250		\$100,926
Liz	Jones-Watson	\$89,695		4250		\$93,945

2009		1-Jul	2%	Longevity		
John	Sasso	\$140,722		4500	5500	\$150,722
Ray	Raefski	\$119,923		4500		\$124,423
Stephanie	Visca	\$113,872		4500	4500	\$122,872
Natasha	Shea	\$100,153		4500		\$104,653
Jay	Posephney	\$102,724		4500		\$107,224
George	Pollack	\$101,824		4500		\$106,324
Pedro	Reynoso	\$102,944		4500		\$107,444
Liz	Jones-Watson	\$95,823		4500		\$100,323

Longevity:

After 10 years	\$2,750.00
After 15 years	\$4,500.00
After 20 years	\$5,000.00
After 25 years	\$5,500.00

Payment for Doctoral Degree \$1,000.00

ARTICLE III: FRINGE BENEFITS

Section 1. Medical, Life, Disability and Dental Insurance

(a) The School District will pay, for Administrators who are actively at work, on paid sick leave or on paid vacation, 100% of the cost of the medical, excess medical, life, long-term disability, and dental insurance premiums for the policies presently in effect.

(b) While the district will continue to make available to the staff a variety of other Health Insurance carriers, such as Physicians Health Service, HIP, Kaiser, etc., any premium costs above that of the SWSCHP will be the sole responsibility of the employee.

(c) The district will create a district-wide committee to consider implications of health insurance costs on the district, including, but not limited to: reasonable contributions toward premiums to be paid by Administrators and all other bargaining units and employee groups within the District. The Union will be required to select one or more unit members to serve on the Committee, with the Committee to be formed on or about January 1, 2007 and expected to report to the Superintendent with its recommendations on or about July 1, 2007.

Section 2. Insurance Coverage for Retirees

(a) After ten (10) years of school district service, the School District will pay 100% of the premium cost of medical insurance coverage, under the policy presently in effect and Medicare Part B, for each Administrator who retires on or after July 1, 1992 and for the Administrator's eligible dependents.

(b) The School District will pay 100% of the premium cost of group life insurance coverage, under the policy presently in effect, for each Administrator who retires on or after July 1, 1992 until the Administrator reaches age 65.

(c) The School District will pay 100% of the premium cost of dental insurance coverage, under the policy presently in effect, for each Administrator who retires on or after July 1, 1992.

(d) Alternatively, at the School District's option, the School District may elect, in lieu of maintaining dental insurance coverage in effect for a retiree under Paragraph (c) above, to reimburse the retiree for the premium costs of dental insurance coverage obtained by the retiree. In that event, such reimbursement shall not exceed the premium costs that the School District would have paid under Paragraph (c).

(e) This Section applies only to an Administrator who retires immediately upon leaving the service of the School District, and only while the Administrator is actually retired and receiving retirement benefits from the New York State Teachers' Retirement Plan. The School District shall have no obligation to provide or pay for any coverage for the retiree's dependents beyond the lifetime of the retiree.

(f) Administrators who retire after July 1, 2006 will be eligible for the insurance coverage provided in this section only if they have ten (10) or more years of school district service.

Section 3. Payment for Unused Sick Leave at Retirement

(a) Any Administrator with at least ten (10) years service in the School District shall receive upon retirement eighty-five dollars (\$85.00) for each day of unused sick leave up to and including 250 days, and one hundred ten dollars (\$110.00) for each additional day of unused sick leave up to a maximum of 275 days. The maximum dollar amount is \$24,000. Option: If requested, 1/3 of the accumulated leave bank may be converted to dollars (as indicated above) in each of the three years prior to retirement, and included in each year's salary. Should severe illness occur that requires the need for leave days, the administrator may reverse his/her decision and have the balance of the days left in the bank reverted to days rather than dollars.

(b) Payments under this Section shall be made in two equal installments: the first on the effective date of retirement or June 30, whichever is later, and the second on December 31 in the year of retirement.

(c) In the event that a member of the bargaining unit passes away while actively employed by the district, his/her accumulated leave day bank will be paid to his/her next of kin or estate, as calculated under Article II Section 3 Paragraph a.

Section 4. Retirement Incentive

(a) After a minimum of 15 years of service to the school district, and upon receipt of a letter of intention to retire, the administrator will receive additional compensation as follows:

1 st year	\$5,000
2 nd year	\$5,000
3 rd year	\$5,000

(b) Effective July 1, 2002 only those unit members who are in this unit on or before December 31, 2001 shall be eligible for the early retirement incentive as stated in this Section.

ARTICLE IV: LEAVE DAYS

Section 1.

(a) An Administrator may take up to twenty-three (23) leave days during each contract year which shall not be deducted from their leave day bank.

(b) Leave days not used by the end of a contract year may be accumulated up to maximum of 275 days.

(c) Any bargaining unit member who has accumulated 275 days in his/her leave bank is eligible for the following treatment of their non-accumulated leave days on June 30 of each year.

- (i) If up to twenty-one days have been accumulated, as a result of no more than two days of loss time, \$100 per day will be paid.
- (ii) If less than twenty-one days have been accumulated, \$75 per day will be paid.

(d) When making deductions for unauthorized absences or leave days beyond the number of accumulated days, the daily salary shall be computed at the Administrator's per diem salary rate, i.e., annual salary divided by 240.

(e) In cases where an Administrator is absent due to illness in excess of the number of leave days accumulated, the Superintendent of Schools shall ordinarily make a salary deduction in accordance with Paragraph (b) above. If requested by the Administrator, however, in the case of an extended absence, the Superintendent of Schools shall have the discretion to charge up to ten days of the excessive absence against the next year's leave days.

(f) The Superintendent of Schools may request a doctor's certification before allowing pay for any absence attributed to illness.

(g) It is understood and agreed that all days that accumulate in the leave bank shall only be used in the event of personal illness.

Section 2. **Safety Clause**

(a) For injury in the line of duty, pay will be continued without charge to leave days for six months. This payment will take place only if the case meets the requirements under the District's compensation and long term disability criteria.

(b) Payment hereunder shall not be considered an admission of liability for the injury by the School District or student.

(c) Monies awarded by Workers' Compensation and/or long term disability benefits, if applicable, for loss of salary will be turned over to the District, since the District has continued to pay the salary of the injured administrator.

(d) Monies awarded as a final award for injury due to permanent loss will be paid to the injured administrator.

Section 3: **Vacation**

(a) An Administrator who has completed the probationary period shall be entitled to twenty-two (22) paid vacation days during each contract year.

(i) Up to ten (10) days of these 22 days may be converted to dollars during the school year. The 1/240th per diem formula shall apply.

(ii) Requests for time for these vacation days shall be made in writing to the Superintendent. As per general school district policy, these days are not to be requested for periods prior to or immediately following regularly scheduled major holidays.

(b) An Administrator who has not completed the probationary period but who was actively employed for the twelve (12) months immediately preceding the applicable July 1 shall be entitled to twenty-two (22) paid vacation days in each contract year. Absence on leave, an unpaid leave, or for any reason other than paid vacation for a period of one (1) month or more shall not be deemed active employment for purposes of this Section. Administrators who have not completed the probationary period and who were not actively employed for the full twelve months preceding any July 1 shall be entitled to paid vacation on a pro-rata basis. For example, if an Administrator was actively employed for six (6) of the twelve (12) months immediately preceding any July 1, the Administrator will be entitled to eleven (11) paid vacation days during the contract year that begins on that date.

(c) Except at the sole discretion of the Superintendent of Schools, vacation days may not be taken before or after a regular major school vacation or holiday, and an Administrator must take two weeks of vacation between the end of the school year in June and the beginning of the school year in September and the balance of his/her vacation, if any, during the school year.

(d) Subject to Paragraph (c) above, vacation schedules will be mutually agreed upon by the Superintendent of Schools and the Administrator. Vacation requests must be submitted to the Superintendent of Schools at least one (1)

month in advance. Such requests, if consistent with the conditions stated in Paragraph (c) above, will not be unreasonably denied.

(e) Except for days approved prior to October 2006, vacation may not be carried over from one contract year to the next.

(f) An Administrator will not receive pay in lieu of vacation, upon separation from employment or otherwise, provided only that if an Administrator who leaves the employ of the School District in one contract year has been permitted to carry over vacation from the previous contract year, he/she will be paid upon separation from employment for up to five (5) days of vacation carried over from the previous year.

(g) In the event that a member of the bargaining unit passes away while actively employed by the district, his/her accumulated leave day bank will be paid to his/her next of kin or estate, as calculated under Article IV, Section 3, Paragraph a (i).

(h) It is understood and agreed that an Administrator's work year is a twelve-month responsibility and that such work year is required for the proper fulfillment of the duties of an Administrator.

Section 4. Child Care Leave

Administrators shall be granted child care leave without pay for a period of up to one or two years, the exact length to be decided by the Administrator and the Superintendent of Schools subject to the approval of the Board. The Administrator

shall provide at least three months written notice before his/her planned return to the School District.

Section 5. Bereavement Leave

An Administrator may take up to four (4) days during a contract year for death in the immediate family. Immediate family is defined as spouse, child, parent, parent-in-law, sibling or grandparent.

ARTICLE V: PROBATIONARY APPOINTMENTS

The probationary appointment period for all Administrators is three (3) years. The employment of any Administrator may be terminated at any time during the first year of the probationary period upon thirty (30) calendar days advance notice or pay in lieu thereof and at any other time during the probationary period upon sixty (60) calendar days advance notice or pay in lieu thereof. Administrators who wish to leave the employ of the School District must give thirty (30) days advance notice.

ARTICLE VI: GRIEVANCE PROCEDURE

Section 1. Objective

It is the objective of this Procedure to encourage the prompt and informal resolution of dissatisfaction as it arises before recourse to the use of formal grievance procedures. For this reason, it is recognized that many complaints can

be resolved informally in a mutually satisfactory way and that it is in the best interests of both parties to work towards that end.

Section 2. Definitions

A "grievance" is a dispute concerning the interpretation, application, or alleged breach of the terms and conditions of this Agreement; provided, however, that such term shall not include any claim concerning disciplinary proceedings or any other matters that are otherwise reviewable by law, or any claim as to which the Board is without authority to act. For purposes of this Article, a "day" is a workday. A "grievant" is the Administrator or group of Administrators in the unit directly concerned with or affected by the grievance.

Section 3. Grievance Procedure

(a) First Step – A grievant may present a grievance in writing (signed by the grievant) to the Superintendent of Schools within fifteen (15) days following the act that is the basis for the grievance. There shall be set forth in the writing the specific action or condition complained of and the provision of this Agreement on which the grievance is based. The Superintendent of Schools shall set a date for an informal conference to take place within 10 days after the receipt of the grievance, unless such date be adjourned by mutual Agreement, and shall notify the appropriate individuals. The Superintendent of Schools shall afford the

grievant and the Association an opportunity to present the grievance fully and may make such further inquiry himself as he deems necessary. The Superintendent of Schools shall convey to the grievant his written findings and decision within 10 days after the conclusion of said conference.

(b) Second Step – A grievant may appeal from the determination of the Superintendent of Schools by filing a signed written appeal with the Board, with a copy to the Superintendent of Schools. This appeal shall contain a complete explanation of all grounds upon which the appeal is based. Within 15 days the Board or committee thereof shall meet with the grievant to consider the grievance. Within 10 days after such meeting (or meetings should more than one be necessary) the Board shall render its decision in writing.

(c) Third Step

- (i) The Union may appeal from the determination of the Board upon written notice within 5 days after the receipt of the Board's determination. The appeal shall be taken by submitting to the American Arbitration Association, the Superintendent of Schools and the Board a written demand for arbitration signed by the grievant and requesting the AAA to submit a list of arbitrators to the parties.
- (ii) The Arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement and shall be without any power to make any decision inconsistent with, modifying or varying in any

manner the terms of this Agreement or any established practice or any law, rule or regulation having the force and effect of law.

- (iii) The Arbitrator shall be without power to make any decision limiting or interfering in any way with the powers, duties and responsibilities and discretion of the Board under its By-Laws or applicable law, except that he may decide in a particular case that a Board action constituted a violation of this Agreement. The decision of the Arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be final and binding. The Arbitrator shall render his written award and opinion within 30 days after the close of the hearing.

Administrators shall be entitled to the unobstructed use of the grievance procedure without fear of reprisal.

Section 4. **Time Limits**

(a) Because it is important that grievances be processed as rapidly as possible, the number of days afforded to any party at any step shall be considered a maximum and every effort shall be made by all parties to expedite the process.

(b) The failure to process a grievance within the time limits set forth above shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal.

(c) The failure of the Superintendent of Schools or the Board to communicate a decision within the specified time limits shall permit the grievant to proceed to the next level without further delay.

Section 5. Representation

(a) The Association shall have the right to represent the grievant at each step of the procedure described above; provided, however, that the grievant must first make and then maintain in effect a request that the Association do so.

(b) Nothing contained in this Article shall be construed to limit the right of any Administrator having a grievance to discuss the matter informally with the Superintendent of Schools or from having the grievance adjusted under the procedure described above without the intervention of the Association.

ARTICLE VI: STRIKES AND PUBLIC PRESSURE

The Association and the Board recognize that strikes by public employees are contrary to law and public policy. The Association and the Board subscribe to the principle that difference shall be resolved by peaceful and appropriate means without interruption of the school program. The Association and each Administrator agree that it and they will not strike, conduct a slow down or work stoppage, or assist or participate in any strike, slow down or work stoppage against

the Board, or impose an obligation upon any Administrator to conduct, assist or participate in any strike, slow down or work stoppage.

ARTICLE VII: DUES CHECK-OFF

Union dues shall be checked off from the salary of those administrators who submit an appropriate authorization form to the District. The District shall remit such monies to the Union (ESSAA) monthly.

ARTICLE VIII: TUITION REIMBURSEMENT

A tuition reimbursement fund of \$5,000 per year shall be established by the District and jointly administered by the Superintendent and Association President. Reimbursement must be applied for in advance of taking the course and proof of satisfactory completion of the course shall be necessary. Effective 7/1/06 this fund shall be \$7,500. Effective 7/1/07 this fund shall be \$10,000. Effective 7/1/08 this fund shall be \$12,500. Effective 7/1/09 this fund shall be \$15,000.

ARTICLE IX: MISCELLANEOUS

1. The Association President and the Superintendent shall meet monthly to discuss issues of concern.
2. Administrative vacancies shall be posted in each building and a copy sent to the Association President.
3. The following amendment to the Taylor Law is included herein by mandate of Law:

}204-a. "It is agreed by and between the parties that any provision of the 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."

ARTICLE X: DURATION

This Agreement shall be effective as of July 1, 2006 and will continue in full force and effect through June 30, 2010.

IN WITNESS WHEREOF, the parties have signed this Agreement by their duly authorized representatives this 14th day of December 2006.

Board of Education
Hawthorne Cedar Knolls
Union Free School District

By [Signature]
Superintendent of Schools

HCKUFSD Administrators

By [Signature]