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AD / 5317

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE BUILDING ADMINISTRATORS
OF THE HUDSON CITY SCHOOL DISTRICT
AND
THE HUDSON CITY SCHOOL DISTRICT

July 1, 2007 through June 30, 2011

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PREAMBLE

The Superintendent of Schools and the Building Administrators of the Hudson City School District agree upon the following policies, practices and remunerations that will be implemented effective July 1, 2007, and continuing thru June 30, 2011, as listed below:

I RECOGNITION

The Board hereby recognizes the Building Administrators of the Hudson City School District, for the purposes of negotiating collectively in the determination of, and the administration of grievances arising under, the terms and conditions of employment as defined in the Public Employees Fair Employment Act, as the exclusive representative of all full time employees holding the following titles: Principal, Assistant Principal, Associate Principal and Director.

II MEETINGS

The Building Administrators of Hudson City School District and the Board of Education shall meet a minimum of four times per year to discuss mutual concerns.

- A. Upon request of either group for a meeting a mutually acceptable date shall be established within ten working days of the request.
- B. The meeting may be a meeting of the sub-committees of each group or the committee of the whole. The nature of the concerns shall determine the size of the group.
- C. The items for the meeting's agenda may be submitted by either group.
- D. When final agreement is reached by both groups, that agreement shall be reduced to writing.

III VACANCIES

Each Building Administrator will be notified of any vacancy existing, or any Administrative or Supervisory position in the District as soon as such vacancy occurs.

IV GRIEVANCE PROCEDURES

- A. Resolution of Board of Education

The Board of Education of the Hudson City School District, in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of grievance procedures for public employees, does hereby establish and adopt the following procedures for the orderly settlement of grievances of Building Administrators of the Hudson City School District.

B. Declaration of Policy

In order to establish a more harmonious and cooperative relationship between Building Administrators and members of the Board of Education which will enhance the educational program of the Hudson City School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences promptly and fairly, as they arise and to assure equitable and proper treatment pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

C. Definitions

1. Chief Administrator shall mean the Superintendent of the District.
2. Representative shall mean the person or persons designated by the aggrieved Building Administrator as his counsel or to act in his behalf.
3. Grievance shall mean any claimed violation, misinterpretation or inequitable application of any existing laws, rules, regulations or policies which relate to or involve the Building Administrator in the exercise of the duties assigned to him.

D. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. A Building Administrator shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. A Building Administrator shall have the right to be represented at any stage of the procedures by a person or persons of his own choice.

4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. All hearings shall be confidential.
6. It shall be the responsibility of the chief administrator of the District to take such steps as may be necessary to give force and effect to these procedures. The chief administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures.
7. These procedures may be amended only after all administrators have had opportunity to react to and express their views regarding such proposed amendments.
8. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or affect the Building Administrator in the performance of his assignment. They are not designed to be used for changing such rules or establishing new ones.

E. Procedures

1. Informal Stage - The aggrieved Building Administrator shall orally present his grievance, clearly indicating that it is a grievance, to the chief administrator who shall orally and informally discuss the grievance with the aggrieved Building Administrator. If such grievance is not satisfactorily resolved at this stage, the aggrieved Building Administrator shall inform the chief administrator that he/she intends to proceed to the formal stage(s). The Building Administrator may make a written request to the Chief Administrator for a review and determination. The written request, i.e., grievance, must be filed within thirty (30) working days of the alleged violation, otherwise it shall be deemed untimely.
2. The Chief Administrator shall render his determination within ten (10) working days.
3. If the aggrieved Building Administrator is not satisfied with the Superintendent's written decision, the written statement of the grievance may be appealed to the Board of Education within ten (10) working days after the receipt of the Superintendent's decision.

4. The Board shall render a decision and provide the aggrieved Building Administrator with a copy of the decision within thirty (30) working days following receipt of the appeal. Failure to render a decision within the designated time frame shall be deemed a denial and the Association may proceed to the next stage should it so choose.
5. Arbitration: In the event that the Association does not accept the decision of the Board of Education, the Association may within ten (10) days file a written demand for arbitration with the American Arbitration Association with copy to the District Clerk. The arbitration shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. Any costs of the services of the arbitrator shall be borne equally by the Board and the Association. The decision of the arbitrator shall be final and binding.

V PROGRAM/PERSONNEL/POLICY

Matters such as program, personnel, or policy will be discussed with affected Building Administrators and any change or revision will be rendered in writing prior to any implementation, change or revision.

VI NEGOTIATIONS

In matters of negotiations with any instructional or non-instructional personnel, Building Administrators will be consulted and allowed to provide input prior to and during the negotiating process without affecting their right to bargain.

VII SALARY

Salaries of all unit members in the Hudson Administrators' Association shall be increased as follows:

- Effective 2007-2008, salaries shall be increased by \$4,400.00.
- Effective 2008-2009, salaries shall be increased by 4.4%.
- Effective 2009-2010, salaries shall be increased by \$4,400.00.
- Effective 2010-2011, salaries shall be increased by 4.4%.

A. Longevity

The base salaries of an administrator shall be increased based on years of consecutive employment within the Hudson City School District. After ten (10) years of service \$2,000.00, after fifteen (15) years of service \$2,500.00, after twenty (20) years of service \$3,000.00 and after twenty-five (25) years of service \$3,500.00. The amounts shall not be cumulative.

VIII FRINGE BENEFITS

A. Health and Dental Insurance

1. All Hudson Administrator's Association members hired prior to July 1, 2007 shall be required to pay nine (9%) percent of their health insurance premiums for 2007-2008, ten (10%) percent of their health insurance premiums for 2008-2009, eleven (11%) percent of their health insurance premiums for 2009-2010 and twelve (12%) percent of their health insurance premiums for 2010-2011 and thereafter.
2. All Hudson Administrator's Association members hired after July 1, 2007 shall be required to pay twelve (12%) percent of their health insurance premiums for 2007-2008, thirteen (13%) percent of their health insurance premiums for 2008-2009, fourteen (14%) percent of their health insurance premiums for 2009-2010 and fifteen (15%) percent of their health insurance premiums for 2010-2011 and thereafter.
3. Effective July 1, 2002, retirees will be expected to pay the percentage contribution towards family and two-person health insurance coverage that is in effect in the last year of active service. The District shall continue to pay the full cost of health insurance premiums in retirement for retirees who select individual coverage. Employees hired on or after July 1, 2002 must have been employed by the District for a period of not less than ten (10) years to be eligible for retiree health insurance.
4. Health Insurance Buyout: Unit members who are otherwise insured may voluntarily opt out of the District's health insurance program and receive a payment of \$1,500 each year of the contract. One-half of the payment shall be made by January 15 of each year and at the time the employee must resubmit proof of alternate coverage and the balance paid by the end of the school year. Eligibility for participation in the buyout requires written notification of withdrawal and proof of alternate coverage from the employee by June 1st of the year preceding the buyout. Employees must be out for a full year to get full payment. Re-entry into the District's health insurance program shall be limited to persons who have lost alternative coverage and shall be allowed at any time, subject only to the waiting period, if any, or the health insurance program's rules and regulations. Upon re-entry, the unit member will receive a pro-rated payment of the buyout paid for the months out of the applicable year. New hires may opt-out within 30 days and receive this benefit only on a pro-rated basis where applicable, at the time of hire, provided that proof of other health

insurance is furnished to the Business Office at the time of making written application.

5. **Dual Health Insurance Restriction:** No employee hired on or after July 1, 2002 shall be eligible for two-person or family coverage with the District if his/her spouse is an employee of the District and receiving two-person or family coverage. The employee may either be covered under his/her spouse's family or two-person coverage, or may select individual coverage if the employee's spouse has also selected individual coverage. No buyout shall be paid. This clause is not intended to leave an employee uncovered and if such events such as divorce or separation occur, and as a result the employee is left uncovered, the employee shall be eligible to enroll in the District's plan subject to the provisions of the plan.

B. Optical

The District shall pay 100% of the cost of a Family Vision (CSEA Vision Program) provided it is available to Administrators through the CSEA Employee Benefit Fund.

C. Dental

The District will pay 100% coverage in a dental insurance plan for each administrator and his/her dependents.

D. Bereavement Leave

Each Administrator shall be granted five (5) days per year, per occurrence, non-cumulative leave without loss of pay, for absences due to death of a spouse, parent or child. Each Administrator shall also be granted three (3) days per year, per occurrence, non-cumulative leave without loss of pay, for absences due to the death of a brother, sister or corresponding member of spouse's family including any person who stood in "loco parentis" for the Administrator during the deceased person's lifetime, or any other person who makes a permanent home in the family of the Administrator.

E. Vacation

- a. The practice of the District relative to the accumulation of vacation and the payment for accumulated vacation upon separation of service shall continue.

- b. The District may opt to buy back twenty-five (25%) percent of accrued vacation time from administrators each year, over the four years of this agreement.
- c. Effective July 1, 2007, administrators must use ten (10) vacation days per year. Any remaining days can be sold back to the District at the per diem rate.
- d. Any unused vacation days existing as of June 30, 2007, will be bought back at the administrator's per diem rate.
- e. Payment shall be made by July 15th of the school year following the year in which the request for payment is made.

F. Legal Holidays

Legal holidays shall be as follows:

Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the day after, Christmas Eve, Christmas Day and the day after Christmas, New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Good Friday and Memorial Day.

G. Sick Leave

Sick leave will be granted at the rate of 15 days per year and will be cumulative to a maximum of 280 days.

IX RESIGNATION/RETIREMENT

- A. In the event of resignation or retirement the administrator involved will receive payment as follows: (A minimum of 10 years of District service is required to be eligible for this benefit.)

| | | | |
|--------------|--------|---|---------|
| Resignation: | A days | @ | \$15.00 |
| | B days | @ | \$17.00 |
| | C days | @ | \$20.00 |
| Retirement: | A days | @ | \$37.50 |
| | B days | @ | \$42.50 |
| | C days | @ | \$75.00 |

CODES

| YEAR | <u>A</u> 90 | <u>B</u> 90 | <u>C</u> 100 |
|------|----------------|----------------|-----------------|
|------|----------------|----------------|-----------------|

X SCHOOL RELATED EXPENSES

Effective July 1, 2007, the District shall provide each unit member with an amount up to \$3,000 annually for benefits, without limitation, from the list set forth below:

- Dues in professional organizations (including SANYS dues) which relate directly to the administrator's employment with the District;
- Purchase of health club membership and/or health/wellness aids for the administrator. Health and wellness may include mental health benefits;
- Classes and courses within the Administrator's interests and pre-approved graduate courses in education;
- Life insurance upon the life of the administrator;
- Long-term care insurance for the administrator;
- Automobile insurance on car(s) used for work;
- Cell phone and/or internet accounts and equipment used for work;
- Home office equipments used for work. Such equipment may include, without limitation, scanners, copiers, fax machines, ink cartridges, and PDA or smart phone; and
- 403(b) personal contributions.

An administrator may also request reimbursement under this clause for expenses other than those delineated above, provided such expense is directly related to school activities as approved by the Superintendent. Approval shall not be unreasonably withheld.

Payment shall be made within four (4) weeks of the submission of an itemized receipt for the benefit. Receipts must be submitted by no later than June 30 of the year in which payment is being sought. The allotment shall be pro-rated for less than a full year's work. Any portion of the allowance not used in a school year shall be forfeited.

XI VACATION/PERSONAL DAYS (First Year of Employment Only)

During the first year of employment, the following will be pro-rated from time of employment through June 30th of the current year.

- A. One vacation day will be granted for each 10 days of service to a maximum of 25.
- B. One sick day for each 16 days of service to a maximum of 15.

C. One personal day for each 60 days of services to a maximum of 4.

Previously accumulated sick leave in the Hudson City School District will be carried forward.

XII DOCTORATE DEGREE

A Fifteen Hundred Dollar (\$1,500) differential payment will be made for the doctorate degree in education from an approved institution of higher education.

XIII LEGISLATIVE APPROVAL

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.



Thomas Baumgartner,
President, HBA

1/25/08

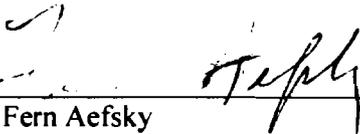
Date



John Mabb
President, Board of Education

1/28/08

Date



Dr. Fern Aefsky
Superintendent of Schools

1/28/08

Date