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Contract Database Metadata Elements

Title: **Island Trees Union Free School District and Island Trees Principals Association (2012)**

Employer Name: **Island Trees Union Free School District**

Union: **Island Trees Principals Association**

Local:

Effective Date: **07/01/2012**

Expiration Date: **06/30/2016**

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AGREEMENT, between
ISLAND TREES UNION FREE SCHOOL DISTRICT, and
ISLAND TREES PRINCIPALS' ASSOCIATION

July 1, 2012 to June 30, 2016

This agreement is made and entered into by and between the Board of Education of the Island Trees Union Free School District (the District) and the Island Trees Principals' Association (the Association). The following comprises the complete agreement between the parties concerning wages and working conditions for the time period July 1, 2012 to June 30, 2016. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 1. The District and the Association recognize their common purpose to provide the finest possible education for the children of Island Trees consistent with the aspiration of the community.

ARTICLE 2. The Association affirms that it will neither strike nor engage in any job action against the District. It further affirms that it will not assist or participate in any such strike or job action by other unions or associations.

ARTICLE 3. The District recognizes the Association for purposes of collective bargaining pursuant to the Public Employees Fair Employment Act and agrees to negotiate with the Association as the exclusive bargaining agent of all principals, assistant principals, and directors (including the Director of Technology (Civil Service Title: Technology Manager) effective July 1, 2013) with respect to salaries, wages, hours and other terms and conditions of employment. This recognition shall continue in effect as long as a majority of the Association members continue to designate the Association as its bargaining agent.

ARTICLE 4. The word "Association" as used in this agreement shall mean the Island Trees Principals' Association. The word "Superintendent" as used in this agreement shall mean the Superintendent of Schools of the Island Trees U.F.S.D. The word "District" as used in this agreement shall mean the Island Trees U.F.S.D. The words "terms and conditions of employment" as used in this agreement refer to salaries, wages, hours, and other terms of employment as defined in Section 201 of the N.Y.S. Public Employees Fair Employment Act.

ARTICLE 5. This agreement shall supersede any rules, regulations, policies, or practices of the District which are contrary or inconsistent with the terms of the agreement.

ARTICLE 6. The District and the Association agree that if any provision of the agreement is found to be contrary to law, such provisions shall be deemed invalid. All other provisions, however, shall continue in full force and effect. If any provision is deemed to be invalid, the parties shall enter into collective negotiations to reach a substitute provision.

ARTICLE 7. Health Insurance. It is agreed that members of this employee bargaining unit shall be provided with health insurance for themselves, their spouses, and their children (as defined by the policy elected) subject to the following conditions:

- A. The member may elect to be covered by the health plan made available to government employees by the State of New York subject to regulations established by NYS so long as this plan (or substitute plans adopted by NYS) is made available to members of the United Teachers of Island Trees. In the event an agreement is reached with the UTIT to substitute other plans and/or carriers for that or those offered by NYS, members shall be limited to the same choices available to teachers.
- B. The member may alternatively elect to be covered by other health plans made available by the District directly such as Health Insurance Plan, Inc. (HIP).
- C. The District agrees to pay 83% of the cost of the available plan for which the member qualifies with the remaining cost to be paid through a salary reduction plan under Internal Revenue Service guidelines, or if such salary reduction is not available or elected, through regular deductions from salary.

Effective July 1, 2014 and thereafter, the District agrees to pay 82% of the cost of the available plan for which the member qualifies with the remaining cost to be paid by the employee through a salary reduction plan under Internal Revenue Service guidelines, or if such salary reduction is not available or elected, through regular deductions from salary.

For unit members hired from outside the District on July 1, 2013, and thereafter, the District agrees to pay 80% of the cost of such coverage with the remaining cost to be paid by the employee through the aforementioned salary reductions/deductions. For unit members promoted from other bargaining unit positions within the District (i.e., District teachers) the District shall make the 82% contribution delineated above.

- D. After September 1, 2007 the District shall pay 75% of the health insurance premium for a retiree's individual or family coverage.
- E. Any unit member may opt out of his/her health insurance coverage. The exercising of the option referred to above shall be subject to the rules and regulations of the District's health insurance provider while such rules and regulations remain in effect. A unit member who exercises this option shall receive \$2,500.00 under the following conditions: The unit member must notify the District in writing no later than May 15th of each school year of his/her decision to opt out of insurance coverage. An eligible unit member who has opted out of coverage as referred to herein may reenter with the District's approval but will forfeit the \$2,500.00. Payment to the unit member shall be made on the last pay period in June.

1. Should more than one family plan be available, the District agrees to contribute its share of the most expensive plan toward a less costly family plan selected by the employee. For example, it is determined that the District's share of Plan A is \$4,000 per year. Should a member select coverage under Plan B, which is less expensive, the District will contribute up to \$4,000 toward the cost of Plan B.
 2. Should more than one individual plan be available, the District agrees to contribute its share of the most expensive individual plan toward a less costly individual plan selected by the member.
 3. Should an individual and a dependent both be employees of the District, it is agreed that the maximum contribution by the District for coverage(s) which they may individually elect shall be equal to the District's share of the most costly family plan available. For example the District's share of family coverage which costs \$4,706 is \$4,000 ($\$4,706 \times 85\%$ is \$4,000). Should both members elect family coverage, the District would contribute \$4,000 and the members would contribute \$5,412. If individual coverage costs \$1,500 and one member elected family coverage and one elected individual coverage, the District would contribute \$4,000 toward the total cost of the \$6,206. If both members elected individual coverage, the District would pay the entire \$3,000.
- F. The District will provide Dental Insurance to each member for themselves, their spouses, and their children without cost to the member.
- G. The District will provide the members of the bargaining unit with a Flexible Benefit Plan authorized pursuant to Section 125 of the Regulations of the Internal Revenue Service.

ARTICLE 8. Vacation:

- A. It is agreed Association members shall be employed on a 12-month basis with 23 days of paid vacation earned subsequent to each 12-months of service. Unit members shall use vacation days accumulated as of July 1 during the months of July and August of that year. Members who wish to use fewer days in a particular summer due to special circumstances may submit a request in writing to the Superintendent. Members submitting such requests shall receive written notice of the Superintendent's decision within thirty (30) days of submission of the request.
- B. Unit members who have vacation accumulation in excess of three (3) days on June 1 of any year may surrender no more than ten (10) days in return for per diem payment (calculated in accordance with the applicable Article contained in the Collective Bargaining Agreement) for each day surrendered. The payment for surrendered vacation days is subject to the approval of the Superintendent which shall not be unreasonably withheld.

- C. As of June 30, each unit member's accumulation shall be reduced to three days without additional compensation unless a member has received the written authorization of the Superintendent to carry forward a greater number of accumulated vacation days. It is expressly understood and agreed to that under no circumstances shall a unit member be paid for more than twenty-six (26) days of unused vacation at the time of termination of employment with the District.

ARTICLE 8a. Sick Days. It is agreed that Association members shall receive eleven (11) sick days per year and three (3) personal days per year.

ARTICLE 9. Termination Pay. Upon termination of employment, members of the bargaining unit shall be able to convert sick and personal days on the basis of one (1) day for every three (3) days accumulated at the time of termination except that no member shall be entitled to receive more than 50% of his or her final salary regardless of the number of unused days accumulated. No member hired from outside the District on or after July 1, 2013 shall be entitled to receive more than 37% of his/her final salary regardless of the number of unused days accumulated. Unit members promoted from other bargaining unit positions within the District (i.e., District teachers) shall receive payment subject to the 50% limitation delineated above.

A. All payments shall be made as an Employer Non-elective contribution to the 403(b) account of each covered employee in accordance with the terms and conditions of the Memorandum of Agreement that was executed between the Island Trees U.F.S.D. and the Island Trees Principals' Association on June 1st, 2005.

B. 403(b) Accounts: Employer contributions shall be deposited into the ING Life Insurance and Annuity Company ("ING") 403(b) account of each employee. If the employee does not have an ING 403(b) account, the Employer shall deposit the employer contributions in the name of the employee, into an ING account established in the employee's name. Agents from ING will be allowed reasonable access to the School District's facilities in order to assist the employees and the District's representatives in fulfilling applicable 403(b) legal requirements. Upon the request of the District, the ING agents will assist the District's representatives in calculating the annual maximum allowable 403(b) contribution under the Internal Revenue Code, based upon salary and payroll information provided to the ING representative by the District.

ARTICLE 10. Per Diem Calculation. Members from time to time, as provided elsewhere in this agreement, may choose to surrender unused vacation and sick days for payment. The calculation of the per diem is determined in the manner specified below.

- A. Members employed as administrators prior to July 1, 2001.
1. Per Diem for vacation pay will be calculated by dividing the member's annual salary by 240.
 2. Per Diem for sick days, at the time of termination of employment with the District, will be calculated by dividing the member's annual salary by 180.
- B. Members employed as administrators after June 30, 2001.

1. Per Diem for vacation pay will be calculated by dividing the member's annual salary by 240.
2. Per Diem for sick days, at the time of termination of employment with the District, will be calculated by dividing the member's annual salary by 260.

ARTICLE 11. Salary.

Year One – Effective July 1, 2012 the 2011-12 annual salaries shall be increased by:
2.25%

Year Two – Effective July 1, 2013 the 2012-13 annual salaries shall be increased by:
2.25%*

Year Three – Effective July 1, 2014 the 2013-14 annual salaries shall be increased by:
2.25%

Year Four – Effective July 1, 2015 the 2014-15 annual salaries shall be increased by:
2.25%

In addition to the above salary, each elementary principal shall be paid \$2,500 each year for the additional work necessary to prepare for and supervise the summer Y.E.S. program in each building.

In addition to the above salary, the Director of Athletics shall be paid \$2,000 each year for the additional work necessary to prepare for and supervise the Summer Athletic camps.

In addition to the above salary, the Director of Music shall be paid \$1,000 each year for the additional work necessary to prepare for and supervise the Summer Music Program.

In addition to the above salary, unit members who are required and/or authorized to attend overnight field or other trips to supervise and/or chaperone students shall be paid \$125.00 per night for attendance at each overnight trip.

ARTICLE 12. Longevity. The District agrees to compensate each eligible administrator for long term contributions to the Island Trees U.F.S.D. Members who have completed the following years of service in Island Trees on the previous June 30th will receive a lump sum payment on or about the next December 1st. The amount of each payment is as follows for the term of this contract:

* Note: Pursuant to the Memorandum of Agreement dated 05/21/13, the "Director of Technology" (Civil Service Title: Technology Manager) John Rezek, will be added to the Collective Bargaining Agreement and the bargaining unit effective July 1, 2013. Therefore, only the salary increases beginning Year Two apply to Rezek. In this regard, in Year Two, in addition to the applicable percentage increase, Rezek will receive a \$5,000.00 one-time increase to base salary.

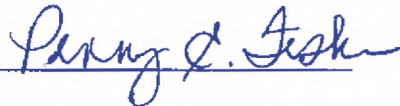
<u>Years of Service</u>	<u>Dollar Amount</u>
5	\$1,250
10	\$1,750
15	\$2,250
20	\$2,750
25	\$3,250

ARTICLE 13. Catastrophic Leave. Unit members who suffer from a catastrophic illness or non-work related catastrophic injury confirmed by examination and diagnosis by the District's designated physician for such purposes, may, in the discretion of the Superintendent of Schools, be permitted upon the exhaustion of accumulated and/or unused vacation, sick and personal days up to a maximum of twelve (12) weeks of unpaid catastrophic leave. Such leave is also contingent upon approval by the Board of Education. During such approved leave, the unit member shall continue to receive District health insurance coverage with the District and the employee making the aforementioned contributions toward premiums delineated in the health insurance Article. The unit member's return to duty may, in the Superintendent's discretion, be made contingent upon certification, by the aforementioned District's designated physician, of fitness for such return; and the date of return shall also be within the Superintendent's discretion based upon his/her determination of appropriateness and the best interests of the District.

ARTICLE 14. Annual Professional Performance Review. The parties acknowledge that they have agreed to, executed and approved an Annual Professional Performance Review Plan in conformity with Education Law Section 3012-c and other applicable laws, rules and regulations, which is contained in a separate document on file with the District and is incorporated by reference herein, as applicable to Principals pursuant to statute, except that its terms and provisions are not subject to the Collective Bargaining Agreement's grievance procedures.

IN WITNESS WHEREOF that the foregoing is an accurate rendering of the agreement between the parties, the following signatures are affixed:

FOR THE ASSOCIATION:



Date: 5/21/14

FOR THE DISTRICT:



Date: 5/21/14

80-20-168465



Date: 5/27/14