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#### **Contract Database Metadata Elements**

Title: **Eastchester Union Free School District and Eastchester School Monitors Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO, Local 3800 (2011)**

Employer Name: **Eastchester Union Free School District**

Union: **Eastchester School Monitors Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

Local: **3800**

Effective Date: **07/01/2011**

Expiration Date: **06/30/2013**

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AMON / 4958

**AGREEMENT**

between the

**EASTCHESTER FREE SCHOOL DISTRICT**  
Eastchester, New York

and the

**EASTCHESTER SCHOOL MONITORS' ASSOCIATION**

**July 1, 2011 – June 30, 2013**

**PREAMBLE**

In order to effectuate the provisions of the Public Employees Fair Employment Act, to encourage and increase effective and harmonious working relationships in the school system, and to provide the highest educational standards, this Agreement is made and entered into as of the 1<sup>st</sup> day of July 2011 and expiring on the 30<sup>th</sup> day of June 2013, by and between the Eastchester Union Free School District, Eastchester, New York (Board) and the Eastchester School Monitors' Association, Local 3800, NYSUT, AFT, AFL-CIO (Association).

**ARTICLE I – RECOGNITION**

The Board hereby recognizes the Eastchester School Monitors' Association as the exclusive negotiation agent for the School Monitors of this District.

**ARTICLE II – INTRODUCTORY PERIOD**

It is expressly understood and agreed that this first year of employment of any new School Monitor shall be an introductory period. After the introductory period of one year of satisfactory service the School Monitor will not be fired except for cause and may have the protection of Section 75, New York State Civil Service Law.

**ARTICLE III – SALARY**

A. The following salary schedule shall be in effect:

Step	2011-2012	2012-2013
1	16.24	16.24
2	16.58	16.58
3	16.91	16.91
4	17.24	17.24
5	17.58	17.58
6	18.27	18.54

Step 6 is increased by 2% in 2011-2012 and 1.5% in 2012-2013.

B. ~~Longevity Increments:~~ Effective July 1, 2011, School Monitors who have completed ten (10) years of service to the District shall receive a longevity increment of \$75.00 per annum for each assigned hour of work. School Monitors who have completed fifteen (15) years of service to the District shall receive an additional longevity increment of \$75.00 per annum. School Monitors who have completed twenty (20) years of service to the District shall receive an additional longevity increment of \$75.00 per annum. School Monitors who have completed twenty-five (25) years of service to the District shall receive an additional longevity increment of \$75.00 per annum. School Monitors who have completed thirty (30) years of service to the district shall

receive an additional longevity of \$75.00 (making a total of \$375.00 per annum) for each assigned hour of work. Longevity payments shall be made in the last check before Christmas. If an employee receives such longevity and leaves the District prior to the end of the school year, a prorata adjustment shall be made in the employee's last paycheck.

- C. School Monitors' approved pay shall be determined as follows: Hourly rate x (times) number of assigned hours/day x (times) number of days in school calendar for monitors. School Monitors shall be paid twice a month, in either twenty (20) or twenty-four (24) pay checks, at the discretion of each monitor as per the district's payroll calendar and procedure.
- D. Monitors are hourly employees. They will only be paid for hours worked or as stipulated in the provisions of this agreement. Work hours for monitors shall conform to and align with student hours in each building in accordance with the official BOE approved school calendar. Monitors may be required by appropriate administrative staff to work additional hours in order to supervise students or to perform other additional monitor services as required. Monitors shall be paid for any unscheduled emergency closing, i.e., snow or other weather related closing or any emergency closing ordered by the superintendent, the county or state government in response to an emergency, safety or security situation.

There shall be two professional development days for monitors per school year. These days shall be set in accordance with the BOE approved calendar and in consultation with the monitor's association and the superintendent or his designee. These days shall be a minimum of 5.5 hours for all monitors to a maximum of 7 hours a day for full time, 7 hour monitors.

- E. The Board agrees to deduct from the salaries of the School Monitors dues for the Association as said School Monitor individually and voluntarily in writing authorizes the Board to deduct in twenty (20) or twenty-four (24) nearly equal installments, or on a prorate basis if working less than a full school year, and to transmit the monies to the Association. The Board shall also make voluntary deductions, upon presentation of an authorization card, for the NYSUT Benefit Trust Fund and for VOTE/COPE.

#### ARTICLE IV – WORKERS' COMPENSATION

School Monitors shall be covered by Workers' Compensation Insurance as paid for by the District.

#### ARTICLE V – EMPLOYEE BENEFITS

- A. School Monitors shall continue to participate in the New York State Employees' Retirement System (Special Career Plan) which shall be totally paid by the District.
- B. School Monitors hired after July 1, 1976, must join the appropriate plan of the New York State Employees Retirement System in accordance with applicable laws and regulations.

- C. School Monitor materials may be distributed through inter-school mail.
- D. The names and addresses of School Monitors will be given to the Association upon request after September 1 of each year.
- E. School Monitors shall have the right to examine their personnel files.
- F. The Board agrees to provide a copy of this Agreement to all unit employees.

#### **ARTICLE VIII – OPPORTUNITIES**

- A. Seniority shall prevail in all openings, provided however, that the District may hire a less senior candidate, provided that such candidate is significantly more qualified. The unit president shall be notified of all openings.
- B. The District will create a seniority of School Monitors. Employees' seniority shall date from the initial date of continuous employment in the bargaining unit. In the event of a reduction in force, the employee with the least seniority shall be the first to be excessed.

An excessed employee may bump down to re-acquire the number of work hours he/she had before excessing, to the extent possible. If the senior excessed employee assumes a position in another building, the employee must be acceptable in new building to the Superintendent or his/her designated representative. If the senior excessed employee is not acceptable in the new building, the District will place the employee in another suitable unit.

- C. A recall list for School Monitors whose positions have been abolished shall be created, and said School Monitors shall be placed on a preferred eligible list in order of seniority, for any similar position henceforth created or for any substitute work.

#### **ARTICLE IX – GRIEVANCE PROCEDURE**

- A. Definitions
  - 1. The term "grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the terms and conditions of employment in the contract.
  - 2. The "aggrieved" is the School Monitor making the claim, or the Union.
  - 3. "Principals" means the persons then acting as the principal of the individual school buildings within the Eastchester Union Free School District, or their respective designees.
  - 4. "Superintendent" means the person then acting as Superintendent of Schools of Eastchester Union Free School District, or his/her designee.

B. Informal Procedure

Any School Monitor who believes he/she has a grievance may discuss it informally with the building principal involved, or his/her designee, with the objective of having the grievance adjusted informally.

C. Formal Procedure.

Step One. The aggrieved will first present the grievance, in writing, no later than ten (10) school days after the grievance arises to the building principal involved, or his/her designee. The principal or designee shall render his/her decision within ten (10) school days after receipt of the grievance.

Step Two. If the grievance is not settled in Step One, or no response is given, the grievance shall be reduced to writing and submitted to the Superintendent or his/her designee no later than ten (10) school days after receipt of the principal's decision. The Superintendent or his/her designee shall render his/her decision within ten (10) school days. In the event the grievance involves salary or other terms and conditions of employment beyond the ability of the principal to resolve, the grievance shall be submitted to the Superintendent or his/her designee.

Step Three. If the grievance is not settled in Step Two, the grievance shall be submitted, in writing, no later than ten (10) school days after receipt of the Superintendent's decision to the Board of Education or its designee.

Step Four.

- a. If the grievance is not settled in Step Three, the grievance may be submitted to arbitration under the rules and procedures of the American Arbitration Association, provided however that the arbitration must be instituted within thirty (30) school days after receipt of the written decision of the Board, or if no written decision is rendered.
- b. The decision of the arbitrator shall be advisory only and shall not bind any party interest as to this or any other grievance including, but not limited to, grievances relating to the application of any Board rule, regulation or policy.
- c. The cost of such arbitration shall be shared equally by the parties.

## ARTICLE X – BOARD RIGHTS

The Board reserves to itself, subject to the terms of this Agreement, all rights including, but not limited to, the right to select School Monitors; to hire and assign them to their work while employed in the District; to supervise and direct them in their duties; to judge their efficiency and competency in the performance of work assigned; to transfer them as in its discretion may be necessary or advisable; and to discipline and/or suspend, to dismiss or lay them off, temporarily or permanently, as in its discretion

may be necessary or advisable. The Board further reserves the right to delegate its authority to the Superintendent of Schools and/or his/her designed representative.

#### **ARTICLE XI – SEPARABILITY**

If any provision of the Agreement shall be held contrary to law, then such provision shall not be applicable nor performed nor enforced except to the extent permitted by law, but all such other provisions of this Agreement shall remain in full force and effect.

#### **ARTICLE XII – REQUIRED CLAUSE**

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 therefor, shall not become effective until the appropriate legislative body has given approval.

#### **ARTICLE XIII – SCOPE AND DURATION**

- A. This agreement shall become effective on and shall remain in full force and effect from July 1, 2011 until June 30, 2013.
- B. This Agreement constitutes the full and complete Agreement between the parties and shall not be modified, deleted from, added to, superseded or altered without the written agreement of the parties after appropriate good faith negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal on this 1<sup>st</sup> day of July,  
2013.

For Monitor's Association

For the Eastchester Union Free School District

Tina Santoianni  
Tina Santoianni, President  
Eastchester School Monitors' Association

Dr. Marilyn C. Tetranova  
Dr. Marilyn C. Tetranova, Superintendent  
Eastchester Union Free School District