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

Title: **Island Trees Union Free School District and Island Trees Principals Association (2004)**

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

Union: **Island Trees Principals Association**

Local:

Effective Date: **07/01/04**

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JUN 3 2004

**AGREEMENT, between**

**ISLAND TREES UNION FREE SCHOOL DISTRICT, and**

**ISLAND TREES PRINCIPALS' ASSOCIATION**

**JULY 1, 2004 to JUNE 30, 2007**

Part 1001

*Susan Kelley  
Sandra Antun  
Steve Cornell  
Peter Gibbons  
Jean Ryan  
N. Grande*

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, 2004, to June 30, 2007. It 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 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 it 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.** The Board agrees, except in the event of a school closing or as a result of disciplinary proceeding (i.e., removal for cause), that all of the present individuals employed in the positions covered by this agreement and established for the 2003-04 school year shall continue to be employed for the term of this agreement ending June 30, 2007.

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RELATIONS BOARD

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**ARTICLE 6.** 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 7.** 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 8. 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 plan[s] 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 85% 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 plan is not available or elected, through regular deductions from salary.
  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 \$6,206. If both members elected individual coverage, the District would pay the entire \$3,000.

- D. The District will provide Dental Insurance to each member for themselves, their spouses, and their children without cost to the member.

**ARTICLE 9. Vacation.** It is agreed that Association members shall be employed on a 12-month basis with 23 days of paid vacation earned subsequent to each 12 months of service. It is agreed that members shall expend vacation days accumulated as of July 1 during the months of July and August of that year. Members who wish to expend fewer days in a particular summer due to special circumstances may submit a request in writing to the Superintendent. The member shall receive written notice of the Superintendent's action within 30 days.

Members who have vacation accumulation in excess of three days on June 1 of any year may surrender such days in return for per diem payment for each day surrendered. This is subject to the approval of the Superintendent.

As of each June 30, each 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. It is expressly understood that under no circumstances shall a member be paid for more than 26 days of unused vacation days at the time of termination of employment with the District.

**ARTICLE 10. 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.

**ARTICLE 11. 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 [REDACTED]

1. Per Diem for vacation pay will be calculated by dividing the member's annual salary [REDACTED]
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 [REDACTED]

**ARTICLE 12. Salary.** The parties agree that each member's salary shall be increased by 4.5% for 2004-05. Each member's salary for 2005-06 shall be 4.5% greater than that specified above for 2004-05. Each member's salary for 2006-07 shall be 4.5% greater than that specified above for 2005-06.

In addition to the above salary, each elementary principal shall be paid [REDACTED] per 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.

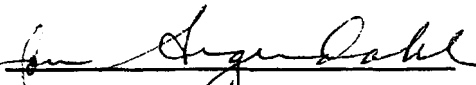
In addition to the above salary, the Director of Music shall be paid [REDACTED] per year for the additional work necessary to prepare for and supervise the Summer Music program.

**ARTICLE 13. Longevity.** The District agrees to compensate each eligible administrator for long term contributions to the Island Trees. Members who have completed ten years of service in Island Trees on the previous June 30<sup>th</sup> will receive a lump sum payment on or about the next December 1<sup>st</sup>. The amount of each payment will be as follows:

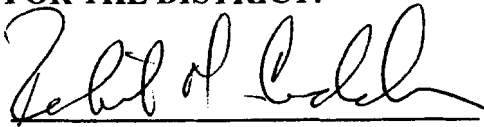
2004-05 - \$1,000.; 2005-06 - \$1,000.; 2006-07 - \$1,000.

In witness thereof that the foregoing is an accurate rendering of the agreement between the parties, the following signatures are affixed:

**FOR THE ASSOCIATION:**

  
Date 05/27/04

**FOR THE DISTRICT:**

  
Date 6/2/04