

AGREEMENT

Between

THE BOARD OF EDUCATION
TUCKAHOE UNION FREE SCHOOL
DISTRICT

And

THE TUCKAHOE ADMINISTRATORS
ASSOCIATION

JULY 1, 2013 – JUNE 30, 2016

AGREEMENT

This Agreement is made and entered into on this 1st day of July, 2013, by and between the BOARD OF EDUCATION, TUCKAHOE UNION FREE SCHOOL DISTRICT, Town of Eastchester, Westchester County, New York (hereinafter referred to as the "Board", "District", or ("Employer")) and the TUCKAHOE AMINISTRATORS ASSOCIATION (hereinafter) referred to as the "Association").

SECTION ONE: THE AGREEMENT

1.1 Definitions

As used herein, the following terms shall have these meanings: "Administrator" means a member of the negotiating unit defined in Section 1.2 below. "District" means Tuckahoe Union Free School District, Town of Eastchester. "Association" means Tuckahoe Administrators Association. "Board" shall mean the Board of Education and the format thereof of Tuckahoe Union Free School District, Town of Eastchester, Westchester County.

1.2 Appropriate Unit

The appropriate employer-employee negotiating unit in accordance with Article 14 of the Civil Service Law to which this Agreement applies consists of all certified professional administrative employees with the exception of the Superintendent of Schools, Assistant Superintendent for Curriculum, Instruction and Personnel, School Business

Administrator.

1.3 Recognition

Based upon the Association's no-strike affirmation, the recognition heretofore granted to the Association is hereby confirmed and extended for the period stated herein.

1.4 Duration

This Agreement shall be in full force and effect from July 1, 2013 through June 30, 2016.

Bargaining on all subjects in and outside of the Agreement is precluded under this Agreement except as provided for in Section 1.9(c) and in Section 1.5; those negotiations provided for in Section 1.5 shall only affect any contract applicable after June 30, 2013.

1.5 Renegotiation

Each party will make every reasonable effort to submit its proposed changes no later than February 15, 2016. Both parties are to be prepared to commence negotiations within seven (7) days after February 15, 2016.

1.6 Exchange of Negotiation Data

(a) In the event the Association or the District cannot secure information necessary to develop, support, or

evaluate bargaining proposals through its membership, public records or available research organizations, the other party shall attempt to provide said information in writing, no later than seven (7) school days from the date of the request.

(b) If joint meetings of the negotiating committees of the Board and the Association are held during the school day, one member of the negotiating committee from each building plus the chief negotiator shall be released from their regular duties without loss of pay or charge to their sick or personal leave.

1.7 Priority of Agreement

(a) Where the provisions of this Agreement are in conflict with District policy or individual administrator agreements, this Agreement shall govern, except as provided by law.

(b) Nothing contained herein shall be construed to deny or restrict, with respect to any administrator, any rights the administrator may have under the New York State Education or Civil Service Laws or any other applicable law and regulations. The rights granted to administrators hereunder

shall be deemed to be in addition to those provided

elsewhere.

1.8 Maintenance of Standards

(a) All conditions of employment, general working conditions, administrator responsibilities, and salary credit shall be maintained at standards in effect in the District at the time that this contract is signed, provided that such conditions shall be improved for the benefit of administrators as required by the expressed conditions of this contract. If the parties are unable to agree upon a change, it shall be determined through the grievance procedure whether such change is reasonable and necessary.

(b) This contract shall not be interpreted as to deprive administrators of professional advantages heretofore enjoyed, or the Board of professional services heretofore rendered, unless expressly stated herein.

1.9 Scope of Bargaining

(a) The Board and the Association acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity

are set forth in this Agreement. All demands of either party whether or not raised during negotiations shall be considered as freely discussed and negotiated and are not subject to further negotiations throughout the duration of the Agreement except by mutual agreement between the parties. In addition, the Agreement shall not be subject to change except by mutual agreement between the parties.

(b) If any provision of this Agreement is or becomes invalid or legally unenforceable, all other provisions of this Agreement shall nevertheless continue in full force and effect and the parties will meet forthwith upon request, to negotiate substitute terms for such invalid or unenforceable provision.

(c) Compensation for specific activities not covered herein shall be negotiated by Association representatives prior to carrying out the assignment.

1.10 Ratification

(a) No final Agreement shall be executed without ratification by the Association and the Board.

(b) 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.

(c) Each administrator shall be provided with a copy of the Agreement.

1.11 Savings Clause

Should any part of the Agreement be not permissible by reason of CEP, WAGE Board, or other government laws or regulations, the parties shall seek approval of such part in any other permissible area. Should there be several permissible matters, the parties shall endeavor to agree upon which matter shall be submitted for approval.

SECTION TWO: BOARD AND ASSOCIATION STATUS AND RIGHTS

2.1 Right of Organization

Administrators shall have the right to join and participate in the Tuckahoe Administrators Association and shall have the right to refrain from joining or participating in the Association.

2.2 Right of Representation

Administrators will be represented by the Association to negotiate collectively with the District in the determination of their wages, hours, and terms and conditions of employment, and the administration of

grievances.

2.3 New Administrators

(a) When a new administrator is hired, the District will notify the Association, giving name, address, and position for which hired.

(b) New administrators will be presented a copy of this Agreement immediately upon hiring.

2.4 Non-Discrimination

(a) The District will not discriminate against any administrator with respect to hours, wages or terms or conditions of employment by reason of membership in the Association, participating in any activities of the Association, including collective negotiations with the District, or the institution in good faith of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

(b) Neither the Association nor the Board shall discriminate against any person on the basis of race, creed, religion, color, national origin, age, sex, marital status, political belief or affiliation, either as to admission to membership or representation under the terms of this Agreement.

(c) This Agreement and the rates of pay, hours, and terms

and conditions of employment hereunder shall be applied in a manner which is not arbitrary, capricious or unjustly discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status, except as such conditions may constitute bona fide occupational or assignment qualifications.

2.5 Board Rights

The Board retains and reserves unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New York and retains those rights, powers, or authority not abridged or modified by this Agreement.

2.6 Payroll Deductions

(a) Subject to reasonable procedural requirements, the District agrees to deduct membership dues from salary payments in consecutive payroll periods as authorized in writing by the individual administrator and requested by the Association and to forward such payments in a lump sum to the Association within five (5) days of said deduction.

(b) The Board agrees to deduct from the salaries of its employees an agency fee for those employees who have not filed a payroll deduction form with the Board or do not wish to be members of the Tuckahoe Administrators

Association. The agency fee shall be in an amount not to exceed the dues levied by the Association and transmitted to the Association in accordance with Section 208.3(b) of Article 14 of the Civil Service Law, as amended. The Association affirms that it has adopted and will maintain such procedure for refunds of agency fee monies as required by Section 208.3(b) of Article 14 of the Civil Service as amended.

(c) As long as an employee is on the payroll, the authorized deduction shall be continued yearly unless the administrator notifies the Board, in writing, of the administrator's desire to discontinue membership in the Association. In that event, an agency fee deduction shall thereafter be made by the Board as in Section 2.6(b) above.

(d) The Association shall indemnify and save the district and Board harmless against any and all claims, demands, suits, or other forms of liability arising out of its deduction and remittance to the Association of dues, in reliance upon employee deduction cards.

SECTION THREE: PROFESSIONAL STATUS AND RIGHTS

3.1 Complaints Against Administrators

(a) Complaints directed toward an administrator which become a matter of record shall be brought promptly to the

administrator's attention.

(b) No derogatory letters or reports shall be placed in a administrator's file without such administrator's knowledge and opportunity to make a written statement in defense, which shall be attached to the derogatory statement.

(c) Each administrator shall have the right upon request to review the contents of the administrator's own personnel file in the presence of an administrator or the administrator's representative, except for confidential references or information for the purpose of obtaining employment or promotion to or from outside the system.

SECTION FOUR: GRIEVANCE PROCEDURE

4.1 Definitions

A Grievance is a claim by any administrator or group of administrators that there exists a violation, misinterpretation, or inequitable application of this Agreement.

Supervisory Officer shall mean the immediate supervisor of an administrator, or other administrative or supervisory personnel responsible for the area in which the alleged grievance arises with the exception of the Superintendent of Schools.

Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

Party in Interest shall mean any person or group of persons who is not the aggrieved party.

Grievance Committee is the committee created and constituted by the Association.

Matters pertaining to administrator evaluation shall not be construed as coming within the grievance procedure generally.

4.2 **Procedures**

(a) Except for informal decisions at Level 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore. Each decision shall be promptly transmitted to the administrator and the administrator's designated agent.

(b) If a grievance affects a group of administrators, it may be submitted directly at Level 2.

(c) All reasonable efforts shall be made to avoid involvement of students in any phase of the grievance procedure.

(d) The Board of Education and the Association agree to make

available any and all materials and relevant documents, communications and records concerning the alleged grievance.

(e) Except when at Level 1, the aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and to cross-examine all witnesses called, to testify and call witnesses on one's own behalf, and to be furnished with a copy of any minutes made at each and every level of the grievance procedure.

(f) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

(g) The Superintendent of Schools shall be responsible for the accumulation and maintenance of an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communication, minutes and/or notes of testimony and all written decisions at all levels.

(h) The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the aggrieved party's representatives, administrators, and the Board, but shall not be deemed a public record.

(i) The provisions of Section 3813 of New York State Education Law shall not apply with respect to the grievance

procedure contained in this Agreement.

4.3 **Time Limits**

(a) The time limits specified for either party may be extended only by a mutual agreement.

(b) If a decision at one level is not appealed to the next level of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal shall be barred.

(c) Failure at any level of the grievance procedure to communicate a decision to the aggrieved party and/or the aggrieved party's representatives within the specified time limit, shall permit the lodging of an appeal at the next level of the procedure within the time which would have been allotted had the decision been communicated by the final day.

4.4 **Levels**

Level 1 -- Supervisory Officer

(a) Within a period of fifteen (15) school days after the occurrence of a grievance, any administrator may discuss the matter informally with the administrator's Supervisory Officer in an attempt to settle the grievance.

(b) Alternately, the aggrieved party may submit the

grievance to the Grievance Committee of the Association which, if determining the grievance to be a valid one, will present it in writing to the Supervisory Officer within the time limit specified in 1(a).

(c) The Supervisory Officer shall inform the aggrieved party or the aggrieved party's designated representative of the supervisory officer's decision in writing within five (5) school days after the grievance was presented.

Level 2 -- Superintendent of Schools

(d) If the aggrieved party disagrees with the disposition of the grievance at Level 1, the aggrieved party or the aggrieved party's representatives may then, within five (5) school days after the notice of decision, file a written appeal of the decision with the Superintendent of Schools.

(e) Within five (5) school days after receipt of the appeal, the Superintendent shall hold a hearing with the aggrieved party and all other parties in interest.

(f) The Superintendent shall inform the aggrieved party and the aggrieved party's representatives of the decision in writing within five (5) school days after the meeting.

Level 3--Arbitration

(g) If, after such a hearing, the aggrieved party and the

Association are not satisfied with the decision at Level 2, the Association may then submit the grievance to arbitration by written notice to the Board of Education within ten (10) school days after the decision at Level 2.

(h) Within five (5) school days after such written notice of submission to arbitration, the Board and the Association will request that an impartial arbitrator from the American Arbitration Association confer with the representatives from the School Board and the Association, and hold hearings promptly. The arbitrator shall issue a decision in writing and set forth findings of fact, reasonings, and conclusions as soon as possible.

(i) It is the function of the arbitrator to interpret the Agreement, to make and issue decisions only regarding matters expressly submitted to the arbitrator within the written terms of the Agreement. The arbitrator shall not have the power to amend, modify, alter, add to, or subtract from this Agreement, or any provision, except as exclusively provided in this Agreement. The decision of the arbitrator shall be final and binding upon all parties.

(j) Nothing contained herein shall be construed as limiting rights of any employee, upon notice to the Association, to

discuss any matter informally with any appropriate representative of the Board and having the problem adjusted provided the adjustment is consistent with the terms of this Agreement.

(k) All costs for the services of the arbitrator, including expenses, if any, will be borne by the party/parties against whom a decision has been rendered.

(l) (1) The initial filing fee of the American Arbitration Association will be paid equally by the Board and the Association.

Section 5: Fringe Benefits

5.1 Health Insurance

(a) Administrators shall be entitled to participate in the District sponsored health insurance plan described in the Tuckahoe Teachers Association's collective bargaining agreement, except that administrators shall contribute towards the premium costs as follows:

2014-2015 (13.5%)

2015-2016 (15.0%)

(b) It is additionally agreed, that those unit members hired after July 1, 2010, when they retire, shall pay into retirement the individual contribution rate in effect as of the date of the administrator's retirement. That individual

rate shall remain in effect for the administrator's lifetime. The District shall continue to pay the 35% of the difference between individual and family rate for those administrators who retire with family health coverage.

(c) Administrators hired prior to July 1, 2010 who retire from the District shall receive fully paid individual health insurance into retirement and the District shall pay 35% of the difference between individual and family rate for those administrators who retire with family health coverage. The individual rate shall remain in effect for the administrator's lifetime.

5.2 Health Insurance Opt-Out

(a) Any administrator appointed prior to July 1, 2014, who can demonstrate equal or better coverage under another health insurance policy will be allowed to buyout (family/two person/individual coverage to no coverage, family/two person to individual coverage, family to two person coverage) at Fifty (50%) percent of the 2013-2014 cost of the applicable level of health insurance coverage relinquished or Fifty (50%) percent of the cost differential between the level of coverage relinquished and the level of coverage retained, based upon the 2013-2014 rates. Payment will be made at the conclusion of each six

(6) months. Administrators who have bought out or reduced coverage may re-enter the District's plan or increase the level of coverage on the first day of the month following their decision to return and the District shall only be obligated to pay to the administrator pro-rata for the actual time of the buyout.

Notwithstanding the foregoing, association members George Albano and Ellen McDonnell shall be permitted to buyout (family/two person/individual coverage to no coverage, family/two person to individual coverage, family to two person coverage) at Fifty (50%) percent of the cost of the applicable level of health insurance coverage relinquished at the time of the buy-out or Fifty (50%) percent of the cost differential between the level of coverage relinquished and the level of coverage retained at the time of the buy-out.

Association members appointed after July 1, 2014, shall have the health insurance buy-back capped at \$5,000.

(b) In the case of married administrators who are both employed by the Tuckahoe Union Free School District, each administrator is eligible to receive individual, two-person, or family coverage, or one administrator will be allowed to buyout (family/two person/individual coverage to

no coverage or family/two person coverage to individual), in accordance with the terms set forth in section "5.2(a)" above.

5.3 Flex spending plan

The School District shall establish an internal revenue code Section 125 flexible spending plan.

5.4 Welfare Fund

Administrators shall be entitled to participate in the Welfare Fund program sponsored by the Tuckahoe Teachers Association and to which the District contributes contractually agreed amounts under the same terms as if the administrator was a member of the Tuckahoe Teachers Association.

5.5 Membership Dues

The District will pay annual membership dues to local and state professional organizations on behalf of each administrator, up to a maximum of \$1,000 per administrator per year.

5.6 Use of Vehicle

If an administrator uses his/her own personal vehicle for school business, the administrator will be paid for his mileage at the Board approved rate.

Section 6: Work Year

6.1 The work year for administrators shall be twelve (12) months, less any vacation, holidays and school recesses as provided herein.

Section 7: Leave of Absence

7.1 Vacation Leave

Each administrator is entitled to twenty (20) days of paid vacation each year credited on July 1st and shall be granted paid leave for holidays and school recesses as provided on the District Calendar approved by the Board of Education. Ten (10) unused vacation days may be carried over for use as vacation leave during the next school year. No more than thirty (30) days may be used in any school year for vacation. The Superintendent must approve vacation days to be taken, in advance of such vacation.

7.2 Payment for Accumulated Vacation Leave

The provision that provided for payment of accumulated vacation days at the time of termination of employment shall cease as of June 30, 2010. Additionally, this provision is deemed not to apply to any existing unit member hired after July 1, 2010. Those unit members hired prior to July 1, 2010 shall be paid out for their accumulated vacation days on the same basis as sick and personal days as set forth

below.

7.3 Sick Leave/Personal Leave Days

(a) Administrators shall receive fifteen (15) sick days and five (5) personal days each year. Such sick and personal leave days shall be credited on July 1st. Unused sick/personal days shall be accumulated to 240 days.

(b) Unit members shall not be entitled to payment for accumulated sick and personal days at the time of termination of employment.

7.4 Bereavement Leave

Administrators shall receive five (5) bereavement days annually. These days are not cumulative.

Section 8: Compensation

8.1 Salary

Association members' salary shall be increase by the following percentages in the following years:

2013-2014	-	1.0%
2014-2015	-	1.0%
2015-2016	-	1.5%

Notwithstanding the foregoing, the current Cottle

School Assistant Principal, Peter Kilgallen, shall receive the following raises in each year of the parties' Agreement:

2013-2014	-	1.0%
2014-2015	-	\$6,000
2015-2016	-	1.5%

Section 9: APPR

The terms and conditions relating to the evaluation of principals are set forth in the parties' Annual Professional Performance Review Plan, which is located at <http://usny.nysed.gov/rttt/teachers-leaders/plans/docs/tuckahoe-ufsd-appr-plan.pdf> and is incorporated into the parties' agreement by reference.

Section 10: Non-Resident Tuition

Association members appointed after July 1, 2014, will not be afforded free tuition for their non-resident children.

Section 11: Duration

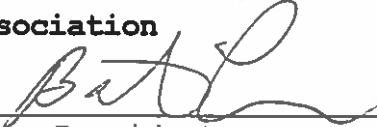
The duration of the contract shall be July 1, 2013 through June 30, 2016.

Section 12: Taylor Law Language

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.

**Tuckahoe Administrators
Association**



President

**Board of Education Tuckahoe
Union Free School District**



President