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Contract Database Metadata Elements

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

Union: **Bethpage Administrators Organization**

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Bethpage Ufsd And Bethpage
Administrators Organization

AGREEMENT BY AND BETWEEN

BOARD OF EDUCATION

AND THE

BETHPAGE ADMINISTRATORS ORGANIZATION

OF

BETHPAGE UNION FREE SCHOOL DISTRICT

TOWN OF OYSTER BAY, N.Y.

JULY 1, 1997 - JUNE 30, 2005

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

15

THIS AGREEMENT MADE AND ENTERED INTO THIS 9TH DAY OF SEPTEMBER, 2000, by and between the BOARD OF EDUCATION OF BETHPAGE UNION FREE SCHOOL DISTRICT, BETHPAGE, NEW YORK, hereinafter referred to as the "Board", and THE BETHPAGE ADMINISTRATORS ORGANIZATION, hereinafter referred to as "BAO", for and in behalf of itself and the personnel now employed or hereafter employed by the Board in the bargaining unit hereafter defined.

WITNESSETH:

WHEREAS, the Board has voluntarily adopted the practices and procedures of collective negotiations as a peaceful, fair and orderly way of conducting relations with employees of the district insofar as such practices and procedures are consistent with functions and obligations of the Board under the law, and are consonant with the paramount interests of the school children, the school system and the public; and

WHEREAS, BAO has demonstrated that it represents a majority of the personnel employed by the Board in the bargaining unit hereafter defined, and in accordance with Board policy, has been duly recognized as the exclusive representative for all such employees; and

WHEREAS, the parties desire to cooperate in establishing conditions which will produce the best possible education for the children of the district;

NOW, FOLLOWS, in consideration of the mutual promises and obligations herein contained, the parties agree as follows:

ARTICLE I: RECOGNITION

1. The Board recognizes BAO as the exclusive negotiation representative of the professional administrators of the district including principals and assistant principals, directors, coordinators and supervisors at the district level.
2. The Board further acknowledges and agrees that BAO as a bargaining representative of the school administrators shall enjoy the following rights and privileges:
 - Use of facilities for negotiation purposes within District policy;
 - Access within policy limitation, to school buildings after school hours for its organizational functions;
 - Attendance at additional outside organizational functions for a reasonable number of days annually, during school hours at BAO's own expense, subject, however, to the prior consent of the Superintendent of Schools.

ARTICLE II: FAIR PRACTICES

The BAO agrees to represent equally all personnel within the bargaining unit without regard to membership or participation in any other employee organization. The BAO agrees to continue to admit persons to membership and participation in its affairs without discrimination on the basis of race, creed, color, national origin or sex. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin or sex.

ARTICLE III: CONSULTATION

Upon request of either party, meetings shall be held between representatives of BAO and the Superintendent or his designee to consult on matters of concern to either party.

Whenever the Superintendent seeks to have a member of the Supervisory Unit present at an Instructional Unit bargaining session or meeting, a teacher group meeting, a Board of Education meeting or a public meeting and where in his opinion it is not necessary to singularize the Supervisory Unit representative to be involved, then upon the request of the Superintendent, BAO shall assign such administrator.

Whenever the Superintendent seeks to have a particular administrator attend a bargaining session or meeting with the Instructional Unit bargaining agent, a meeting with a teacher group, a Board of Education meeting or a meeting with the public, he shall make a direct request to that individual. The individual requested may bring another member of BAO to accompany him/her subject to the approval of the Superintendent whose decision in this regard is final.

The parties acknowledge and understand that agreements negotiated by the Board with third parties can have a material and substantial effect on the work and function of the Supervisory Unit in its administration of the system. For the above reasons and to maintain the highest level of educational activity the Board agrees that where circumstances permit, it or its representatives will consult with the administrators in those areas in which it is negotiating with third parties that affect administrative functions and responsibility; and the administrators agree to so consult with and advise the Board with respect to the same.

During the final year of the collective bargaining agreement, either party may initiate negotiations for a new collective bargaining agreement by duly notifying the other party of its desire to commence negotiations. Negotiations shall commence no later than one month after such notice is given, but in no event earlier than January 15th of the last year of the collective bargaining agreement.

ARTICLE IV: GRIEVANCE PROCEDURES

It is recognized that most grievances will find equitable solutions at the lowest possible level without resorting to formal procedures. However, where an aggrieved party or parties desire(s) to follow formal procedures, the following steps will be taken:

- A) The administrator will attempt to resolve the matter informally with his/her immediate supervisor.
- B) If the grievance is not resolved informally, it shall be presented to the Superintendent or his designee in writing (with a copy to the BAO). The Superintendent shall render a written decision to the Administrator (with a copy to the BAO) within ten (10) school days after receipt of the written grievance.
- C) If the Administrator and the BAO are not satisfied with the decision, the BAO or the Administrator will file an appeal with the Board within ten (10) school days.
- D) The Board shall hold a hearing on the grievance as soon as practicable after receipt of the appeal. The hearing shall be conducted in executive session.
- E) The Board shall render a decision on the grievance within ten (10) school days after the conclusion of the hearing. The Board decision shall be final, except that any grievance involving the interpretation and application of any one or more provisions of this Agreement may be further appealed pursuant to the procedures and other provisions as hereafter set forth under Article IV, (F to J).
- F) If the aggrieved Administrator or the BAO is not satisfied with the decision, they may submit the grievance to non-binding arbitration by written notice to the Board within fifteen (15) school days after step E above.
- G) Within five (5) school days after such written notice of submission to arbitration, the Board and the BAO will agree upon an acceptable arbitrator and obtain a commitment from him to serve. Failing to agree on an arbitrator, either party may request the American Arbitration Association for a list of arbitrators, and the parties will then be bound by the rules and procedures of the A.A.A. in the selection of an arbitrator.
- H) The arbitrator will be asked to render a decision not later than fourteen (14) calendar days from the date of the closing of the arbitrator's hearing.

- I) At any point in these procedures, the aggrieved party is entitled to representation by an individual or individuals of his choice. If the aggrieved party desires to have an attorney in attendance he must give at least forty-eight (48) hours notice to the Board. If the other individual selected to be in attendance is another Administrator or other employee of the School District, the same is subject to that individual's availability under existing school policies and regulations.
- J) The costs for the services of an arbitrator shall be shared equally by the Board and the BAO.
- K) The Board and the BAO jointly guarantee all persons or parties against any reprisals as the result of filing a grievance.

ARTICLE V: MATTERS OF GENERAL CONCERN

- A) No material critical of an Administrator shall be placed in his file unless (s)he is first advised of the same and given an opportunity to read and review the materials. The Administrator shall acknowledge that (s) he has read the material by affixing his/her signature to the file copy. The signature shall only indicate that (s)he has read the material to be filed and not indicate in any way that (s)he agrees to its contents or consents to its being in his/her file. The Administrator shall have the right to respond in writing within thirty (30) days to any material filed and his/her response shall be attached to and become a part of the file copy.
- B) Each member of the Supervisory Unit shall have the right to examine his/her personnel file and all material that makes it up except confidential material. Such examination shall be made in the presence of the Custodian of such files.
- C) **JURY DUTY:** If called upon to serve jury duty, but not having volunteered, the Administrator shall be reimbursed for all pay lost as a result of same, except where such service is voluntary but he must pay over to the Board and District the remuneration received by him/her for such jury service, except where such compensation exceeds the amount of pay lost, then the overage shall be retained by the Administrator.
- D) **ARMED FORCES SERVICE OBLIGATIONS:** Administrators who are required to fulfill any service obligation to an Armed Forces or National Guard Reserve Unit during the school year shall not have time spent in fulfilling such obligation charged against their current or accrued absence allowances. The Administrator shall notify the Superintendent as soon as possible of the requirements of military reserve unit service.

- E) **COMPLAINTS:** Except in unusual circumstances and insofar as practicable, complaints concerning staff members or pupils of a specific school, which are made directly to the Board or the Superintendent, will initially be directed to the building Principal.

ARTICLE VI - a: SALARIES

A) **SALARY INCREASES**

For school years 2002-03, 2003-04, 2004-05, the salary increases shall be 3% per year to be applied to the base salary schedule (excluding longevity steps), see salary schedule annexed hereto as Exhibit A.

B) **SALARY ADMINISTRATION**

1. The salary schedule consists of the "Basic Salary" and longevity payment(s).
2. Starting July 1, 1994, and applicable only to Administrators hired after that date, the first three steps of the salary schedule shall be eliminated. The District may hire such new administrators at up to 15% below the minimum salary schedule rate on the amended schedule, provided that the District increases the compensation for such new hires in proportionate amounts, so that at the start of such new hire's fourth year of employment, he or she shall be compensated on the first step of the new salary schedule.
3. a. Administrators hired prior to September 1, 1978 shall continue to be paid their salary in twenty-six (26) equal paychecks issued every two weeks from July 1 to June 30.
b. All Administrators who commence service after June 30, 1990, shall complete one year of continuous service prior to movement to the next step of the appropriate salary schedule. All those present staff employed prior to July 1, 1990, shall have a July 1st anniversary date.

C. **LONGEVITY**

Starting July 1, 1994 and continuing thereafter, all Administrators who, because of longevity, do not receive a step increment, shall receive a longevity payment of \$1,750. Starting July 1, 1995, and continuing thereafter, all Administrators who received the \$1,750 longevity the previous year, shall receive an additional longevity of \$1,850.

Effective July 1, 2002, longevity payments will increase by 3.0%.
Effective July 1, 2003, longevity payments will increase by 3.0%.
Effective July 1, 2004 the increase shall be 3.0%.

ARTICLE VI-b: ADDITIONAL WORK DAYS

1. **Additional Work Days**

All Administrators who are employed for ten months are required to work the following schedule. Effective July 1, 1999 and thereafter, such additional work days shall be as follows:

- High School Principal - 22 Days
- Middle School Principal - 22 Days
- Secondary Assistant Principals - 20 Days
- Elementary Principals - 18 Days
- Directors - 18 Days
- Director of PPS - 20 Days
- Supervisors - 1 Day

2. All such additional work days shall be performed during July and August, unless otherwise mutually agreed to/by the Superintendent, or his designee, and the Administrator.
3. In addition, as to all administrators employed after the execution of the memorandum of agreement dated February 9, 1999, the additional work days shall be 20 regardless of title except as to those titles which require more than 20 additional workdays in which case the additional days shall be set forth above.

ARTICLE VII: FRINGE BENEFITS

A. **SICK LEAVE**

Each Administrator shall be entitled to sick leave in ratio to the annual number of employment days established for him/her, (Administrators are considered ten-month employees), at the annual rate of one day of sick leave for every calendar month of employment. Unused sick leave shall be accumulated to a maximum of two hundred and fifty (250) days.

B. **PERSONAL LEAVE**

Each Administrator during each school year shall be entitled to four personal days of excused absence without loss of pay, provided that use of such personal day before or after a school holiday and before and after a week-end shall require prior request to and consent of the Superintendent of Schools who shall be advised as to the reason for such request. The Superintendent of Schools' decision as to the granting of such request shall be final. Unused personal leave days in each year shall be added to Administrators' sick leave accumulation.

C. SABBATICAL LEAVE

The Board may, in its sole discretion, upon recommendation of the Superintendent of Schools, grant one (1) sabbatical annually of the Administrative Unit. Such sabbaticals may be granted for a period of one school year or any lesser period.

Persons eligible shall be Administrators who shall have completed seven (7) or more years of continuous service within the District.

Sabbatical recipients with seven (7) years or more (but less than fourteen (14) years) of service within the district, shall receive fifty (50) percent of their current salary while on leave; recipients with fourteen (14) or more years of service within the district shall receive seventy-five (75) percent of their current salary while on leave.

D. CONTINUING EDUCATION

Each Administrator shall attend an educational program(s), such as an institute, seminar, inservice or university course work, each year during the term of the contract. Conferences will not be counted towards fulfillment of the obligation. It is understood that the commitment would require a minimum of two days attendance. The program must be one that is mutually agreed upon by the Superintendent and the Administrator. It is understood that this provision is not meant to include multi-week programs, for example, a 2-hr. per week university or inservice course. However, the Administrators and the Superintendent may mutually agree to include such multi-week courses. The decision of the Superintendent with regard to a program is not subject to the Grievance and Arbitration provisions of the Agreement. The District shall pay the tuition for the program and reasonable expenses incurred during attendance. Administrators will take appropriate measures to disseminate information received in the program to colleagues and teachers.

E. SICK LEAVE CONVERSION ON RETIREMENT OR RESIGNATION

An Administrator who retires under the New York State Retirement System or resigns shall have the right to convert accumulated sick leave into cash payments at the rate in the following schedule:

- \$95.00 per day, for all days if 1-149 days accumulated
- \$105.00 per day, for all days if 150-199 days accumulated
- \$115.00 per day, for all days if 200-249 days accumulated
- \$125.00 per day, for all days if 250 days accumulated

If an Administrator resigns during July and August, sick days normally granted to the Administrator on the following September shall not be included in any sick leave conversion under this section.

F. DENTAL PLAN

1. The District's contribution per employee to the existing Dental Plan shall be limited to \$15.22 per month for single enrollment and premium costs exceeding \$15.22 per month shall be paid by payroll deduction from each employee participating in said plan on a single enrollment basis.
2. The District's contribution to the existing dental plan shall be limited to \$44.07 per month per employee for family enrollment and any premium costs exceeding \$44.07 per month shall be paid by payroll deduction from each employee participating in said plan on a family enrollment basis.
3. BAO shall be provided with an opportunity to make recommendations to the District for changes in said dental plan by submitting a different plan available through the District's broker, if possible, for purpose of effectuating economies in premium cost, provided that any change of plan must be made in cooperation with other units involved in said plan; provided further that such change shall be subject to and shall conform with times or dates that do not conflict with the existing carrier because of a plan change or because of a change of carrier.

G. MEDICAL PLAN

All Administrators hired after July 1, 1994, shall receive health insurance coverage with the Board paying 85% of the premiums. Administrators hired before July 1, 1994, shall continue to receive 90% Board paid health insurance. It is the intent of the parties that by making this change in contribution rate for new hires, the rates for all Administrators will be frozen at 85% and 90% respectively, and the parties agree that in the next negotiations the Board shall not seek to reduce such percentages.

H. DISABILITY PLAN

The District will pay for the agreed upon Disability Plan covering the BAO unit, up to \$6,000 per year. In the event that the premiums exceed the \$6,000 cap, the additional payments will be divided equally among the participating members of the BAO unit and be paid by payroll deduction from each such participating employee.

I. IRS 125 PLAN

The District will provide an IRS 125 Plan for Administrators to pay for eligible Fringe Benefits in pre-tax dollars.

ARTICLE VIII: RETIREMENT PAYMENT

A. **ELIGIBILITY AND PROCEDURES**

For retirements effective June 30, 2001 and each June 30th thereafter, until June 30, 2005 only the District will offer a retirement incentive of \$1,000.00 per year for each year of actual service in the District to a maximum of \$35,000.00. Effective July 1, 2001, this incentive will only be available to Administrators who retire when they first become eligible for retirement in the New York State Teachers' Retirement System. It will not be available to such administrators who retire subsequent to their first year of eligibility. In order to qualify for this incentive, administrators must:

1. Be eligible to retire from the New York State Teachers' Retirement System without penalty as of June 30th of the applicable year of eligibility for this incentive.
2. Actually retire from the New York State Teachers' Retirement System effective June 30th in the applicable year.
3. File an irrevocable letter of resignation with the Superintendent of Schools no later than the December 15th prior to retirement.

Retirees pursuant to this paragraph shall be paid on or before July 15th of the year of retirement.

B. **GENERAL PROVISIONS**

1. Any payments provided for pursuant to this provision shall comply with the payroll withholding provisions where applicable, of federal or State law.
2. If any administrator entitled to the payment pursuant to this provision dies following the effective date of resignation for the purposes of retirement, but prior to payment of the payment due hereunder, the balance shall be paid to such administrator's estate.

ARTICLE IX

All district policies, regulations and practices expressly relating to Administrators not expressly supplanted by the terms of this Agreement shall remain in effect subject to the Board's or Superintendent's power to change the same. If any policy, regulation or practice is inconsistent with the express terms of this Agreement, the terms of this Agreement shall control to the extent that same are inconsistent.

ARTICLE X: DURATION OF AGREEMENT - WAIVER

This contract sets forth the Agreement between the parties. It may not be changed or its provisions waived except in writing signed by the parties.

This agreement shall be deemed to take effect July 1, 1997, and shall continue in full force and effect until June 30, 2005.

SUPERINTENDENT OF SCHOOLS

By: *Henry Wilbur*

BOARD OF EDUCATION

By: *Alexis P. Comadore*

BETHPAGE ADMINISTRATORS ORGANIZATION

By: *[Signature]*

BAO BASIC	1997 - 1998	THROUGH	2001 - 2002	(3% PER ANNUM)	
SCHEDULE	1997 - 1998	1998 - 1999	1999 - 2000	2000 - 2001	2001 - 2002
PRINCIPAL - BHS					
STEP 1	100,386	103,397	106,499	109,694	112,985
STEP 2	102,322	105,392	108,554	111,810	115,165
STEP 3	104,300	107,429	110,652	113,971	117,390
STEP 4	106,315	109,504	112,789	116,173	119,658
STEP 5	108,369	111,620	114,969	118,418	121,971
PRINCIPAL - JFK					
STEP 1	97,568	100,495	103,510	106,615	109,813
STEP 2	99,449	102,432	105,505	108,670	111,930
STEP 3	101,367	104,408	107,541	110,767	114,090
STEP 4	103,324	106,424	109,617	112,905	116,293
STEP 5	105,320	108,479	111,734	115,086	118,538
PRINCIPAL - ELEMENTARY					
STEP 1	91,208	93,944	96,762	99,665	102,655
STEP 2	92,961	95,749	98,622	101,581	104,628
STEP 3	94,750	97,592	100,520	103,536	106,642
STEP 4	96,575	99,472	102,456	105,530	108,696
STEP 5	98,435	101,388	104,430	107,563	110,790
ASSISTANT PRINCIPAL - BHS					
STEP 1	87,896	90,533	93,249	96,046	98,928
STEP 2	89,583	92,271	95,039	97,890	100,827
STEP 3	91,510	94,256	97,083	99,996	102,996
STEP 4	93,061	95,852	98,728	101,690	104,740
STEP 5	94,851	97,696	100,627	103,646	106,755
ASSISTANT PRINCIPAL - JFK					
STEP 1	82,552	85,029	87,580	90,207	92,913
STEP 2	84,133	86,657	89,257	91,935	94,693
STEP 3	85,744	88,317	90,966	93,695	96,506
STEP 4	87,389	90,011	92,711	95,493	98,357
STEP 5	89,065	91,737	94,489	97,324	100,244
DIRECTORS					
STEP 1	84,913	87,461	90,084	92,787	95,571
STEP 2	86,541	89,137	91,811	94,565	97,402
STEP 3	88,202	90,848	93,573	96,381	99,272
STEP 4	89,894	92,591	95,369	98,230	101,177
STEP 5	91,623	94,371	97,202	100,119	103,122
SUPERVISORS					
STEP 1	81,036	83,467	85,971	88,551	91,207
STEP 2	82,587	85,065	87,617	90,246	92,953
STEP 3	84,169	86,694	89,294	91,973	94,732
STEP 4	85,781	88,355	91,006	93,736	96,548
STEP 5	87,426	90,049	92,751	95,533	98,399

BAO SALARY SCHEDULE - 2002-03, 2003-04, 2004-05

SCHEDULE	Expires 2001-02	2002-03	2003-04	2004-05
PRINCIPAL - BHS				
STEP 1	112,985	116,375	119,866	123,462
STEP 2	115,165	118,620	122,179	125,844
STEP 3	117,390	120,912	124,539	128,275
STEP 4	119,658	123,248	126,945	130,754
STEP 5	121,971	125,630	129,399	133,281
PRINCIPAL - JFK				
STEP 1	109,813	113,107	116,501	119,996
STEP 2	111,930	115,288	118,747	122,309
STEP 3	114,090	117,513	121,038	124,669
STEP 4	116,293	119,782	123,375	127,077
STEP 5	118,538	122,094	125,757	129,530
PRINCIPAL - ELEMENTARY				
STEP 1	102,655	105,735	108,907	112,714
STEP 2	104,628	107,767	111,000	114,330
STEP 3	106,642	109,841	113,136	116,531
STEP 4	108,696	111,957	115,316	118,775
STEP 5	110,790	114,114	117,537	121,063
ASSISTANT PRINCIPAL - BHS/PPS				
STEP 1	98,928	101,896	104,953	108,101
STEP 2	100,827	103,852	106,967	110,176
STEP 3	102,996	105,847	109,022	112,293
STEP 4	104,740	107,882	111,119	114,452
STEP 5	106,755	109,958	113,256	116,654
ASSISTANT PRINCIPAL - JFK				
STEP 1	92,913	95,700	98,571	101,529
STEP 2	94,693	97,534	100,460	103,474
STEP 3	96,506	99,401	102,383	105,455
STEP 4	98,357	101,308	104,347	107,477
STEP 5	100,244	103,251	106,349	109,539
DIRECTORS				
STEP 1	95,571	98,438	101,391	104,433
STEP 2	97,402	100,324	103,334	106,434
STEP 3	99,272	102,250	105,318	108,477
STEP 4	101,177	104,212	107,339	110,559
STEP 5	103,122	106,216	109,402	112,684
SUPERVISORS				
STEP 1	91,207	93,943	96,762	99,664
STEP 2	92,953	95,742	98,514	101,572
STEP 3	94,732	97,574	100,501	103,516
STEP 4	96,548	99,444	102,428	105,501
STEP 5	98,399	101,351	104,391	107,523