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5979

**AGREEMENT BETWEEN  
PORT BYRON CENTRAL SCHOOL DISTRICT  
PORT BYRON, NEW YORK**

**AND THE**

**PORT BYRON TEACHERS' ASSOCIATION  
PORT BYRON, NEW YORK**

**July 1, 2001 through June 30, 2004**

**RECEIVED**

DEC 09 2004

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

97

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## **ARTICLE I**

### **Consent Certification and Procedures for Conducting Negotiations**

#### **Section 1. Consent Certification**

- 1.1 The District and the Association firmly believes that the primary function of the District and its professional staff is to assure each boy and girl attending the Port Byron Central School District the highest level of educational opportunities obtainable. The District recognizes that teaching is a profession; the District and Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the District and its professional staff.
  
- 1.2 The Board of Education, Port Byron Central School District, recognizes and has agreed to a consent certification of the Teachers' Association of the Port Byron Central School District, Port Byron, New York, as the exclusive negotiating agent for all regular teaching employees (including long term substitutes who are employed as temporary teachers for one semester or more) requiring teacher certification below the level of Assistant Building Principal. In consideration for such recognition, the Teachers' Association of the Port Byron Central School District states that it is an organization primarily concerned with the improvement of terms and conditions of employment of the employees of the Port Byron Central School District, Port Byron, New York, does hereby give notice to the Port Byron Central School District, Port Byron, New York, and affirms that it does not assert the right to strike against any government, or to impose an obligation to conduct, assist or participate in such a strike.

#### **Section 2. Right-to-Join or Not-to-Join**

- 2.1 It is further recognized that teachers have the right to join, or not to join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

#### **Section 3. Areas for Discussion and Agreement**

- 3.1 This section constitutes an agreement between the School District and the Association to reach mutual understandings regarding matters related to terms and conditions of employment. The Chief School Administrator and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Port Byron Central School District. The District and the Association further recognize that the District and the Board must operate in accordance with all statutory provisions of the state, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot delegate its legal responsibilities.

## **ARTICLE I CONT'D.**

### **Section 4. Procedures for Conducting Negotiations**

#### **4.1 Negotiating Teams**

Designated representative(s) of the District will meet with representatives designated by the Association for the purpose of negotiations and attempting to reach mutually satisfactory agreements.

#### **4.2 Opening Negotiations**

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following such a request. In any given school year, such request shall be made on or before January 10. All issues proposed for negotiations shall be submitted in writing by the Association to the District or its delegated representative at the first meeting. The District shall submit in writing to the teacher representative all additional issues upon which it wishes to negotiate no later than the second meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed by the parties.

#### **4.3 Negotiation Procedures**

Designated representative(s) of the District shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters.

#### **4.4 Exchange of Information**

Both parties and/or the Chief School Administrator shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

#### **4.5 Consultants**

The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

#### **4.6 Committee Reports**

The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the Chief School Administrator and the Association the proceedings of the negotiations shall not be publicly released until after the issuance of the fact finder's report. Points may be taken to the Association for review.

#### 4.7 Reaching Agreement

When agreement is reached covering the areas under negotiations said agreement shall be reduced to writing as a memorandum of understanding.

## ARTICLE II

### Association Activities

#### Section 1.

The Board of Education will continue its present policy of allowing delegates from this district to attend Retirement System meetings without loss of pay.

#### Section 2.

The Association will be granted a total of six (6) teacher days per year without loss of pay for sending delegates to any conference or meeting of the New York State United Teachers, the American Federation of Teachers or their affiliates. The Association will reimburse the District in the amount of the delegate's substitute's pay during said absence. It is further agreed that no more than three (3) teacher days will be used by any individual member of the negotiating unit.

#### Section 3.

The District shall grant the Association the privilege of using the school buildings for its meetings upon application and approval of the administration.

#### Section 4.

There will be a faculty bulletin board in each school building which the Association shall be allowed to use.

#### Section 5.

The Association shall have access to faculty mail boxes and intradistrict mail facilities for Association business.

**ARTICLE III**  
**School Calendar**

**Section 1.**

A tentative school calendar shall be submitted to the Teachers' Association for suggestions and comments.

**Section 2.**

A Committee shall be established to assist in the planning of staff development days in the District. The Committee will be made up of an equal number of representatives appointed by the Superintendent of Schools and the President of the Port Byron Teachers' Association. The Committee shall submit its recommendations to the Superintendent of Schools on a timely basis as identified by the Superintendent.



## **ARTICLE IV**

### **Planning Periods**

#### **Section 1.**

Planning periods are to be used exclusively for professional activities.

#### **Section 2.**

The District will make a reasonable effort to maintain the current practice with respect to planning periods. In cases of emergencies and/or unforeseen circumstances, the building principal or his designee may request teachers to provide coverage of classes during planning periods.

## ARTICLE V

### Grievance Procedure

#### **Section 1. Definitions**

- 1.1 Teacher - shall mean any regular teaching employee whose position requires professional certification by the New York State Education Department or any group of such employees.
- 1.2 Representatives - shall mean the person designated by the aggrieved employee as his counsel or to act in his behalf.
- 1.3 Grievance - shall mean a complaint by a teacher in the negotiating unit that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this agreement.
- 1.4 Immediate Supervisor - shall mean that person who has been designated as such and most routinely gives the employee assignments, oversees duties, and who would administratively initiate evaluations of an employee's performance.

#### **Section 2. Basic Principles**

- 2.1 It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The settlement of the grievance at the earliest possible stage is encouraged.
- 2.2 A grievant shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal by either the employer or the employee organization.
- 2.3 A grievant shall have the right to be represented at any stage of the procedures by a person or persons of his own choice.
- 2.4 Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
- 2.5 All hearings shall be confidential.
- 2.6 The number of days provided for the presentation and processing of grievances in each step of the grievance procedure establishes the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn, provided however, the time limits set forth herein may be extended by mutual agreement between the board, or its representative, and the aggrieved employee and/or the President of the Unit or his designee.
- 2.7 Teachers shall not leave their classrooms to discuss or process grievances unless

## ARTICLE V CONT'D.

they have requested and received permission to do so from the building principal or supervisor.

- 2.8 It shall be the responsibility of the chief administrator of the district to take steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures. Failure of an administrator to respond within the appropriate time limits shall move the grievance to the next stage.

### Section 3. Procedures

#### 3.1 Immediate Supervisor

Informal Stage 1 The aggrieved party shall orally present his grievance to his immediate supervisor who shall orally and informally discuss the grievance with the aggrieved party. The immediate supervisor shall render his determination to the aggrieved party within five school days after the grievance has been presented to him. A grievance must be submitted at this stage within thirty (30) school days of the date of the occurrence of the grievance. The grievance shall be deemed waived unless it has been submitted within the specified time limit. If such grievance is not satisfactorily resolved at this stage the aggrieved party may proceed to the second stage.

#### 3.2 Chief School Administrator

Stage 2 (a) Within seven (7) school days after a determination has been made at the preceding stage, the aggrieved party may make a request in writing to the Chief School Administrator for review and determination.

(b) The Chief School Administrator shall immediately notify the aggrieved party's immediate supervisor to inform him within five school days setting forth the specific nature of the grievance, the facts relating thereto, and the determination previously rendered.

(c) The decision of the Chief School Administrator shall be made within ten (10) school days of the receipt of the facts relating to the grievance.

(d) Submission of a grievance at this stage shall constitute the sole means for resolving the grievance. All other courses of action or remedies shall be barred. Election of an alternative course of action or remedy prior to the submission of a grievance at this stage shall be considered to be a waiver of the right of an employee to thereafter seek recourse by means of the grievance procedure.

## ARTICLE V CONT'D.

### 3.3 Stage 3 Board of Education

Either party may, within seven (7) school days of the determination at Stage 2, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Chief School Administrator. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education shall render a decision within fifteen school days after receiving the request for review.

### 3.4 Stage 4 Arbitration

If the grievance is not adjusted satisfactorily at Stage 3, the aggrieved party and the Association may submit the grievance to arbitration by submitting a written notice to the Chief School Administrator within seven (7) school days of the Stage 3 determination.

If the parties are unable to agree upon an arbitrator within ten (10) days after written notice of submission to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association or the Public Employment Relations Board, (PERB). The parties will then be bound by the rules and procedures of the American Arbitration Association or PERB in the selection of an arbitrator.

1. The Arbitrator's Award shall set forth his findings of fact, reasons and conclusions of law on only that issue submitted for determination.
2. The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement.
3. The Arbitrator shall not usurp the functions of the Board of Education under the law.
4. The Arbitrator's Award shall not be contrary to or extend any provision of law, or any other rule or regulation having the force and effect of law.
5. No Arbitrator shall decide more than one grievance on the same hearing or series of hearings ~~except~~ by mutual agreement between the parties. The Arbitrator's remedy shall extend only to the grievant.
6. The Arbitrator's Award shall be final and binding if within the scope of his authority.
7. The fees and expenses of the Arbitrator, and the costs of the hearing room, shall be shared equally by the Employer and the Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other.

**PORT BYRON CENTRAL SCHOOL**

**PORT BYRON, NEW YORK**

**GRIEVANCE PROCEDURE**

**Stage "2" or "3"**

**Name of Employee** \_\_\_\_\_

**Date** \_\_\_\_\_

**Area of Work** \_\_\_\_\_

**State the Article, Section and/or Paragraph of the Agreement which is being  
grieved**

\_\_\_\_\_  
\_\_\_\_\_

**Nature and Date of  
Grievance** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Redress Sought**

\_\_\_\_\_  
\_\_\_\_\_

**Signed:** \_\_\_\_\_

**Administrative Reply**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signed:** \_\_\_\_\_

**Copies to:**

1. Employee
2. Administrator of Building
3. Board

## ARTICLE VI

### Teacher Evaluation and Personnel Files

#### **Section 1. Personnel Files**

- 1.1 Each file will be made current at the beginning of each school year. The Chief School Administrator will cull and destroy materials of an extraneous nature.
- 1.2 Teachers shall have the right, upon request, to review the contents of their personnel file with the exception of confidential placement material and shall be entitled to have a personally selected representative accompany them during such a review.
- 1.3 A copy of any material derogatory to a currently employed teacher's conduct, service, character or personality which is placed in a teacher's personnel file will be sent to the affected teacher. The affected teacher may enter a written reply by way of a separate statement to be attached to the material.
- 1.4 Entries to the files may be made only by the Chief School Administrator or his designee or at his discretion.
- 1.5 These files are not public. Access thereto shall be limited to the Chief School Administrator, his assistants and to the Board of Education for official purposes through the Chief School Administrator. A teacher shall be provided opportunity to make copies of any materials in his/her file to which access is provided in (2) and (3) above.

#### **Section 2. Teacher Evaluation**

- 2.1 All classroom monitoring or observation of the work performance of teachers will be conducted openly.
- 2.2 If an evaluation instrument is used, the teacher will be advised as to its contents prior to said evaluation. However, the evaluator shall not be restricted by the items contained on the evaluation instrument.
- 2.3 As a part of the evaluation process, there will be a minimum of two (2) evaluations per year for nontenured teachers, and one (1) evaluation per year for tenured teachers. Except under those conditions in which an unforeseeable event occurs that prevents a conference from being held within five (5) school days after the evaluation, a conference will be held between the teacher and the observer to discuss fully the observation. A day before the conference, or sooner, the teacher will be given a copy of the evaluation. Teachers may enter written replies in the record either on the evaluation form or by way of a separate statement to be attached to the evaluation form.

## ARTICLE VII

### Leaves

#### **Section 1. Sick Leave Personal**

- 1.1 For all full time teachers, sick leave shall be earned at the rate of twelve (12) days per school year, 10 month teachers will earn twelve (12) days per year, and 11 month teachers will earn thirteen (13) days per year. The total of such sick leave shall be available on the first day of the school year. Unused sick leave will accumulate to a total of 185 days maximum. Effective July 1, 1998, sick leave will accumulate to two hundred (200) days maximum.
- 1.2 All regular teachers who work less than full time will receive leaves in proportion to their assigned work year, that is, a teacher working one semester would accumulate six (6) sick days.

#### **Section 2. Illness and/or Death In the Family**

- 2.1 Full time teachers will be allowed up to four (4) days of absence without loss of pay on account of each death in the immediate family. This is not accumulative.
- 2.2 Full time teachers will be allowed six (6) days of absence, without loss of pay, per school year in the event of illness in the immediate family. This is not accumulative.
- 2.3 Immediate family shall include: Father, mother, grand-parents, sister, brother, wife, husband, child of the employee and/or spouse, a relative other than those mentioned above who is living in the teacher's home. For purposes of death in the family, in-laws and aunt and uncle will be considered as part of the immediate family.
- 2.4 A medical certificate, verifying the illness in the family, necessitating the teachers absence, may be required at the discretion of the Chief School Administrator.

#### **Section 3. Maternity Leave**

- 3.1 Pregnant employees shall be entitled to a leave of absence for a maximum of two (2) years. Request for such leave shall be made in writing to the Chief School Administrator as soon as the fact of pregnancy is known or not later than the fifth month. Request for leave shall indicate the duration of the leave and the probable beginning date. The return from such leave shall be set so that insofar as possible the continuity of the educational program shall not be disrupted.
- 3.2 An employee who is pregnant may continue in active employment as late into pregnancy as is desired provided she is able to properly perform her required function and that she is physically and medically able to do so.
- 3.3 Leave taken by an employee resulting from a medical disability connected with or resulting from pregnancy can be charged to available sick leave. Certification by

## **ARTICLE VII CONT'D.**

her physician that such leave is due to such medical disability will be required.

- 3.4 All rights and privileges accumulated prior to the effective date of such leave shall be reinstated.
- 3.5 A teacher going on leave who has served 1/2 year or more shall, upon return, be granted salary credit for one (1) full year.

### **Section 4. Family Leave**

- 4.1 Bargaining unit members shall be entitled to a leave of absence for a maximum of one (1) year for the purpose of caring for an immediate family member who is ill or disabled and requires the assistance of the unit member. Request for such leave shall be made in writing to the Chief School Administrator as soon as possible prior to the start of the leave. Request for leave shall indicate the duration of the leave and the probable beginning date. The return from such leave shall be set so that insofar as possible the continuity of the educational program shall not be disrupted. No more than two members of the unit may be on leave at the same time.

### **Section 5. Leave of Absence**

The Board may grant leave of absence to teachers for a period not to exceed one (1) year without pay. Credits towards sick leave cannot be earned during the period the teacher is on leave of absence without pay.

The Board of Education may, in the exercise of its discretion, grant a leave of absence under this section for reasons such as health, education and any other reason the Board may deem appropriate.

### **Section 6. Absence Without Permission**

5.1 No teacher will absent himself from the building of his assignment any portion of the regular school day without first receiving permission from the Building Principal or his designee.

### **Section 7. Emergency Personal Illness Leave**

It is recognized that teachers, on occasions, do not have accumulated personal illness leaves to cover a prolonged illness. A prolonged illness is defined as requiring the teacher to be absent from work for a period of time in excess of fifteen (15) working days.

It is agreed that:

- 7.1 All contributions to be voluntary.
- 7.2 Only for involuntary disabilities or illness.



## ARTICLE VII CONT'D.

- 7.3 Each teacher enrolling in the bank will donate one day of his sick leave to the bank each year until there is a maximum equal to the number of teachers in the negotiating unit. No more days will be added, except by new membership, or until the bank is depleted to 50 days.
- 7.4 Those who withdraw from eligibility cannot withdraw donated days.
- 7.5 Personal sick leave must be depleted before bank can be utilized.
- 7.6 Maximum of 50 days in any one year to any one person.
- 7.7 Persons using bank do not have to replace days.
- 7.8 The Port Byron Teachers Association shall administer this bank and supervise its operation under the procedures to be worked out between the PBTA and the District. The PBTA will submit a detailed report of the operation and use of the sick day bank including the names of the person(s) using the bank, the number of days used by each individual, the type of disability or illness and the manner of certification of disability or illness.
- The report shall be submitted on or before February 1 and July 15 of each school year.
- 7.9 Teachers hired on or before September 1 of each school year may enroll in the Sick Day Bank by notifying the PBTA by October 1 of their intention. Teachers hired after September 1 shall have 30 work days to indicate whether they wish to participate in the Sick Day Bank.

### **Section 8. Business Leave**

- 8.1 Not more than three (3) days per year may be granted, with pay, to a teacher for personal business that cannot be handled outside school hours. The request for such leave is to be made to the immediate Building Principal or his assistant and the Chief School Administrator.
- 8.2 The Building Principal or Assistant Principal shall be given reasonable notice in advance of the request for a personal business leave, except in conditions of extreme emergency. Under no conditions will a business leave be retroactive.
- 8.3 A business leave request immediately prior to and immediately following a vacation will generally be refused. However, exceptions may be made in the case of unusual or emergency situations.
- 8.4 If the number of requests for business days, in any one area, i.e. elementary, middle or high school, for the same day would threaten to cause a problem in carrying out the daily program, the Building Principal or Assistant Principal may recommend a limitation for that day. Everything else being equal, days may be granted to those making the request in the order in which such requests are received.

## **ARTICLE VII CONT'D.**

- 8.5 The reasons for three business leave days must be stated on the request form. It is not necessary to go into intimate details of a request made for "a most personal nature".
- 8.6 At the conclusion of each year, all unused business leave days shall be added to accumulated sick leave.

### **Section 9. Notice of Absence**

Each teacher who expects to be absent from duty, must notify the Principal's office as early as possible, so that time will be available for calling a substitute. The Principal's office will call all substitutes. Absent teachers should report to the Principal's Office before the end of the day preceding return, so that the substitute teacher may be informed that her services will not be needed at the next session. Report may be made by phone.

### **Section 10. Long Term Substitutes (Temporary Teachers)**

Long Term Substitutes (Temporary Teachers) shall not be entitled to the provisions of Article VII Leaves, Section 1. Sick Leave. Personal, 1.1 which provide for the accumulation of unused sick leave. Further, such employees shall not be entitled to the provisions of Article VII Leaves, Section 3. Maternity Leave and all other leave benefits contained in the negotiated agreement shall be prorated.

## ARTICLE VIII

### Professional Advancement Days

#### Section 1.

Requests for attendance at educational meetings or conferences must be made on forms provided by the District Office.

- 1.1 No salary deduction will be made for a reasonable time spent at educational meetings or conferences when the attendance at such meetings has been approved by the Board of Education.
- 1.2 Whenever any teacher of the Port Byron Central School District shall attend a meeting or conference, such teacher shall submit a written report to the Chief School Administrator. The Board of Education may request a report in person from any teacher who attends such a meeting or conference. The following guidelines for such report will be:
  1. Name of Conference or Meeting
  2. General theme
  3. Ideas presented which may be put to practical use in the Port Byron School District.
- 1.3 A minimum of ninety (90) such days shall be made available to the teachers each school year.
- 1.4 In the event a conference request is denied by the building principal, the teacher may seek review from the Superintendent of Schools.

#### Section 2.

Visiting Days: A teacher may be allowed to visit other schools and classes when approved by the Building Principal, or his designee, and the Superintendent, without loss of pay.

## ARTICLE IX

### Vacancies in the District

#### Section 1.

The Clerk of the Board of Education will notify the President of the Teachers' Association, in writing, as soon as possible after a teaching, administrative or extra curricular or co-curricular vacancy becomes official.

#### Section 2.

Teachers who wish to transfer from one grade to another or from one subject to another shall make their desires known in writing to the Chief School Administrator so that consideration may be given to their request if and when an opening in the requested area occurs.

When a vacancy exists in a different tenure area for which a member of the negotiating unit has indicated an interest, the unit member shall be given an interview at the building level providing that the unit member has appropriate certification.

**ARTICLE X**

**Salary**

**Section 1. 2001-02, 2002-03 and 2003-04 School Years**

1.1 Compensation of teachers will be determined in the following manner:

<u>STEP</u>	<u>Salary Schedule</u>		
	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
1	35,232	36,406	37,662
2	35,434	36,606	37,862
3	35,642	36,816	38,070
4	35,856	37,032	38,289
5	36,079	37,254	38,513
6	36,308	37,486	38,745
7	36,547	37,724	38,985
8	36,791	37,972	39,233
9	37,047	38,226	39,491
10	37,311	38,492	39,755
11	37,585	38,766	40,032
12	37,872	39,051	40,316
13	38,176	39,349	40,613
14	38,505	39,664	40,923
15	38,830	40,007	41,251

In addition:

a. Any teacher currently beyond Step 15 will receive an additional three and six-tenths percent (3.6%) + \$150 increase above his or her 2000-01 salary for the 2001-02 school year; an additional three and nine tenths percent (3.9%) increase above his or her 2001-02 salary for the 2002-03 school year; an additional four percent (4.0%) increase above his or her 2002-03 salary for the 2003-04 school year.

b. \$78.89 per hour for each approved block of three (3) graduate hours for the 2001-02 school year; \$81.96 per hour for each approved block of three (3) graduate hours for the 2002-03 school year; \$85.24 per hour for each approved block of three (3) graduate hours for the 2003-04 school year, plus

c. \$658.09 for a Master's degree in 2001-02; \$683.76 for a Master's degree in 2002-03; and \$711.11 in the 2003-04, plus

## ARTICLE X CONT'D.

d. \$823.13 for teachers with 15 or more years of service in the Port Byron Central School District in the 2001-02 school year; \$855.24 in the 2002-03 school year; and \$889.45 in the 2003-04 school year.

e. Representatives of the Board of Education may use their own discretion in allowing for previous experience.

f. Starting salary for beginning teachers with no experience will be \$35,232 in the 2001-02 school year, \$36,406 in the 2002-03 school year; and \$37,662 in the 2003-04 school year, plus credit for additional graduate work as defined above. Salary step location will be agreed upon between the District and the Association for the 2001-02, 2002-03 and 2003-04 school years.

1.2 In addition to the increase provided in section 1.1 above, effective July 1, 2001 an additional longevity payment will be made in the amount of \$823.13 for teachers with twenty-five (25) or more years of service in the Port Byron Central School District. Effective July 1, 2002 an additional longevity payment will be made in the amount of \$855.24 for teachers with twenty-five (25) or more years of service in the Port Byron Central School District. Effective July 1, 2003 an additional longevity payment will be made in the amount of \$889.45 for teachers with twenty-five (25) or more years of service in the Port Byron Central School District. The twenty-five (25) year longevity payment will be made in the same manner as the fifteen (15) year payment is made.

1.3 During the 2001-02 school year, the starting (hiring) salary range for the position of school psychologist will be from \$47,808 to \$49,481.00. During the 2002-03 school year, the starting (hiring) salary range for the position of school psychologist will be from \$49,673 to \$51,411.00. During the 2003-04 school year, the starting (hiring) salary range for the position of school psychologist will be from \$51,660.00 to \$53,467.00.

1.4 Longevity indicates the total number of years an employee has worked in the District. This would include interrupted years of employment.

Seniority indicates the total number of uninterrupted years an employee has served in the District.

Thus, a teacher who was hired on September 1, 1995 and worked until January 1, 1997, and then was rehired September 1, 1997 and was still employed as of the 1998 school year would have the following:

Longevity = 2 1/2 years  
Seniority = 1 year

### Section 2. Summer Curriculum Work

Members of the negotiating unit who participate in approved curriculum development projects conducted during July and August will be compensated on a

pro-rata basis at the rate of \$127.00 for each day worked during the 2001-02 school year, \$132.00 for each day worked during the 2002-03 school year and \$137.00 for each day worked during the 2003-04 school year.

## ARTICLE XI

2001-02

### Extra-Curricular and Co-Curricular Activities

#### Section 1.

It is agreed that co-curricular activities are an integral part of our school program and that some of those activities require additional time and responsibilities. The inclusion of position titles and salaries for co-curricular, extracurricular and interscholastic athletics is not an assurance that the position will exist. The Board of Education retains the right to approve or eliminate any or all such positions; and to make assignments to such positions. The following schedules only indicate the appropriate salary for such positions when approved:

#### 1.1 Co-Curricular and Extra-Curricular Activities 2001-02

	Step 1 Years <u>1 &amp; 2</u>	Step 2 Years <u>3 &amp; 4</u>	Step 3 Years <u>5 &amp; On</u>
Senior Class Advisor	\$1565	\$1565	\$1565
Junior Class Advisor	\$1390	1390	1390
Sophomore Class Advisor	\$ 696	696	696
Freshman Class Advisor	\$ 696	696	696
Sr High Student Council	\$1263	1415	1565
M.S. Student Council	\$1263	1415	1565
Debate	\$2359	2643	2929
H.S. Yearbook	\$1402	1570	1740
H.S. Newspaper	\$ 564	631	696
Marching Band	\$ 702	785	870
Color Guard & Majorettes	\$ 419	470	520
Musical (up to 5 staff at \$833.51 each)	\$4168	4331	4504
Drama Director	\$ 826	926	1026
Middle School Newspaper	\$ 564	631	696
Middle School Yearbook	\$ 841	943	1044
Olympics of the Mind (up to 5)	\$ 841	943	1044
Swing Choir & Jazz Band	\$ 841	943	1044
FBLA	\$1263	1415	1565
National Honor Society Advisor	\$1263	1415	1565
Foreign Language Club Advisor	\$1263	1415	1565



**ARTICLE XI CONT'D.**

	Step 1 Years <u>1 &amp; 2</u>	Step 2 Years <u>3 &amp; 4</u>	Step 3 Years <u>5 &amp; On</u>	
<b><u>Classroom Teachers with Special Responsibilities:</u></b>				
Department Heads & Team Leaders - Plus \$11.55 per department member	\$1465	\$1661	\$1853	
<b><u>Intramurals:</u></b>				
Intramurals - Spring	\$ 564	631	696	
Intramurals - Fall	\$ 564	631	696	
Intramurals - Winter	\$ 841	943	1044	
<b><u>Inter-Scholastic Athletics</u></b>				
Basketball	Varsity	\$3071	3407	3742
	Jr. Varsity	\$2110	2362	2611
	Modified	\$1402	1570	1740
Volleyball	Varsity	\$2359	2643	2928
	Jr. Varsity	\$1825	2044	2261
	Modified	\$1402	1570	1740
Gymnastics		\$ 841	943	1044
Softball	Varsity	\$2359	2643	2928
	Modified	\$1402	1570	1740
Archery	Fall	\$ 841	943	1044
	Spring	\$ 841	943	1044
Field Hockey	Varsity	\$2859	3096	3335
	Jr. Varsity	\$1825	2044	2261
	Modified	\$1402	1570	1740
Cheerleading	Fall	\$1263	1415	1565
	Winter	\$1684	1885	2085
Bowling	Sr. High	\$ 702	785	870
	Jr. High	\$ 702	785	870
Football	Head	\$3071	3407	3742
	1st Assistant	\$2110	2362	2611
	Assistant (3)	\$1825	2044	2261
Baseball	Varsity	\$2359	2643	2928
	Modified	\$1402	1570	1740
Track	Head (2)	\$2359	2643	2928
	Assistant	\$1825	2044	2261
	Modified	\$1402	1570	1740
Tennis		\$1825	2044	2261
Cross Country	Varsity	\$1825	2044	2261
	Modified	\$1402	1570	1740
Golf		\$ 841	943	1044
Wrestling	Varsity	\$3071	3407	3742
	Jr. Varsity	\$2110	2362	2611

**ARTICLE IX CONT'D.**

Modified	\$1402	1570	1740
Athletic Director	\$5775		

The increases in the co-curricular and extra-curricular activities for the 2001-2002 school year shall not be retroactive and shall take effect and be implemented after the approval of both parties.

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**ARTICLE IX CONT'D.**

**1.1 Co-Curricular and Extra-Curricular Activities 2002-03**

	Step 1 Years <u>1 &amp; 2</u>	Step 2 Years <u>3 &amp; 4</u>	Step 3 Years <u>5 &amp; On</u>
Senior Class Advisor	\$1626	\$1626	\$1626
Junior Class Advisor	\$1444	1444	1444
Sophomore Class Advisor	\$ 723	723	723
Freshman Class Advisor 723		\$ 723	723
Sr High Student Council	\$1312	1470	1626
M.S. Student Council	\$1312	1470	1626
Debate	\$2451	2746	3043
H.S. Yearbook 1808		\$1457	1631
H.S. Newspaper	\$ 586	656	723
Marching Band	\$ 729	816	904
Color Guard & Majorettes	\$ 435	488	540
Musical (up to 5 staff at \$866.20 each)	\$4331	4331	4331
Drama Director	\$ 858	962	1066
Middle School Newspaper	\$ 586	656	723
Middle School Yearbook	\$ 874	980	1085
Olympics of the Mind (up to 5)	\$ 874	980	1085
Swing Choir & Jazz Band	\$ 874	980	1085
FBLA	\$1312	1470	1626
National Honor Society Advisor	\$1312	1470	1626
Foreign Language Club Advisor	\$1312	1470	1626

**ARTICLE XI CONT'D.**

		Step 1 Years <u>1 &amp; 2</u>	Step 2 Years <u>3 &amp; 4</u>	Step 3 Years <u>5 &amp; On</u>
<b><u>Classroom Teachers with Special Responsibilities:</u></b>				
Department Heads & Team Leaders - Plus \$11.55 per department member		\$1522	\$1726	\$1925
<b><u>Intramurals:</u></b>				
Intramurals - Spring		\$ 586	656	723
Intramurals - Fall		\$ 586	656	723
Intramurals - Winter		\$ 874	980	1085
<b><u>Inter-Scholastic Athletics</u></b>				
Basketball	Varsity	\$3191	3540	3888
	Jr. Varsity	\$2192	2454	2713
	Modified	\$1457	1631	1808
Volleyball	Varsity	\$2451	2746	3042
	Jr. Varsity	\$1896	2124	2349
	Modified	\$1457	1631	1808
Gymnastics		\$ 874	980	1085
Softball	Varsity	\$2451	2746	3042
	Modified	\$1457	1631	1808
Archery	Fall	\$ 874	980	1085
	Spring	\$ 874	980	1085
Field Hockey	Varsity	\$2971	3217	3465
	Jr. Varsity	\$1896	2124	2349
	Modified	\$1457	1631	1808
Cheerleading	Fall	\$1312	1470	1626
	Winter	\$1750	1959	2166
Bowling	Sr. High	\$ 729	816	904
	Jr. High	\$ 729	816	904
Football	Head	\$3191	3540	3888
	1st Assistant	\$2192	2454	2713
	Assistant (3)	\$1896	2124	2349
Baseball	Varsity	\$2451	2746	3042
	Modified	\$1457	1631	1808
Track	Head (2)	\$2451	2746	3042
	Assistant	\$1896	2124	2349
	Modified	\$1457	1631	1808
Tennis		\$1896	2124	2349
Cross Country	Varsity	\$1896	2124	2349
	Modified	\$1457	1631	1808
Golf		\$ 874	980	1085
Wrestling	Varsity	\$3191	3540	3888
	Jr. Varsity	\$2192	2454	2713

**ARTICLE IX CONT'D.**

Modified	\$1457	1631	1808
Athletic Director	\$6000		

**ARTICLE IX CONT'D.**

1.1 Co-Curricular and Extra-Curricular Activities 2003-04

	Step 1 Years <u>1 &amp; 2</u>	Step 2 Years <u>3 &amp; 4</u>	Step 3 Years <u>5 &amp; On</u>
Senior Class Advisor	\$1691	\$1691	\$1691
Junior Class Advisor	\$1502	1502	1502
Sophomore Class Advisor	\$ 752	752	752
Freshman Class Advisor		\$ 752	752
752			
Sr High Student Council	\$1364	1529	1691
M.S. Student Council	\$1364	1529	1691
Debate	\$2549	2856	3165
H.S. Yearbook		\$1515	1696
1880			
H.S. Newspaper	\$ 609	682	752
Marching Band	\$ 758	849	940
Color Guard & Majorettes	\$ 452	508	562
Musical (up to 5 staff at \$901 each)	\$4504	4504	4504
Drama Director	\$ 892	1000	1109
Middle School Newspaper	\$ 609	682	752
Middle School Yearbook	\$ 909	1019	1128
Olympics of the Mind (up to 5)	\$ 909	1019	1128
Swing Choir & Jazz Band	\$ 909	1019	1128
FBLA	\$1364	1529	1691
National Honor Society Advisor	\$1364	1529	1691
Foreign Language Club Advisor	\$1364	1529	1691

**ARTICLE XI CONT'D.**

	Step 1 Years <u>1 &amp; 2</u>	Step 2 Years <u>3 &amp; 4</u>	Step 3 Years <u>5 &amp; On</u>	
<b><u>Classroom Teachers with Special Responsibilities:</u></b>				
Department Heads & Team Leaders - Plus \$11.55 per department member	\$1583	\$1795	\$2002	
<b><u>Intramurals:</u></b>				
Intramurals - Spring	\$ 609	682	752	
Intramurals - Fall	\$ 609	682	752	
Intramurals - Winter	\$ 909	1019	1128	
<b><u>Inter-Scholastic Athletics</u></b>				
Basketball	Varsity	\$3319	3682	4044
	Jr. Varsity	\$2280	2552	2822
	Modified	\$1515	1696	1880
Volleyball	Varsity	\$2549	2856	3164
	Jr. Varsity	\$1972	2209	2443
	Modified	\$1515	1696	1880
Gymnastics		\$ 909	1019	1128
Softball	Varsity	\$2549	2856	3164
	Modified	\$1515	1696	1880
Archery	Fall	\$ 909	1019	1128
	Spring	\$ 909	1019	1128
Field Hockey	Varsity	\$3090	3346	3604
	Jr. Varsity	\$1972	2209	2443
	Modified	\$1515	1696	1880
Cheerleading	Fall	\$1364	1529	1691
	Winter	\$1820	2037	2253
Bowling	Sr. High	\$ 758	849	940
	Jr. High	\$ 758	849	940
Football	Head	\$3319	3682	4044
	1st Assistant	\$2280	2552	2822
	Assistant (3)	\$1972	2209	2443
Baseball	Varsity	\$2549	2856	3164
	Modified	\$1515	1696	1880
Track	Head (2)	\$2549	2856	3164
	Assistant	\$1972	2209	2443
	Modified	\$1515	1696	1880
Tennis		\$1972	2209	2443
Cross Country	Varsity	\$1972	2209	2443
	Modified	\$1515	1696	1880
Golf		\$ 909	1019	1128
Wrestling	Varsity	\$3319	3682	4044
	Jr. Varsity	\$2280	2552	2822

**ARTICLE IX CONT'D.**

Modified	\$1515	1696	1880
Athletic Director	\$6240		

- 1.2 Chaperoning duties shall be compensated at the rate of \$34.11 per assignment for the 2001-02 school year; \$35.44 for the 2002-03 school year; and \$36.86 for the 2003-04 school year. Assignment to chaperoning duties shall be rotated and made on an equitable basis by the appropriate School Administrator. Class and/or activity sponsors who receive compensation as an advisor will be present without additional compensation.
- 1.3 Representatives of the Board of Education may use their own discretion in allowing for previous experience.
- 1.4 Step assignments will be awarded to personnel at the beginning of the first (1st), third (3rd) and fifth (5th) years.



## ARTICLE XII

### Payroll Deduction

#### Section 1.

The Board of Education and the Association agree that the Board will deduct from each teacher belonging to the Port Byron Teachers' Association the total amount of dues each individual teacher designates on a Dues Deduction card.

- 1.1 The Board will list all teachers authorizing dues deductions with the amount of deduction so requested and supply the Association with the list and total amount deducted.
- 1.2 The Clerk will write one check each payday to cover the entire amount of authorized deductions and deposit said check in the Port Byron Branch of the Marine Midland Trust Company on each payday. The Association will furnish the Clerk with written authorization to make such a deposit.
- 1.3 The Association and the District agree that all payroll deductions will be made in at least 18 equal installments.
- 1.4 The Board will furnish the proper form for Dues Deduction Authorization.

A Sample follows:

#### DUES DEDUCTION AUTHORIZATION

I, \_\_\_\_\_ do hereby authorize the  
Print Name

Port Byron School Board to withhold from my salary or wages, organization dues as indicated below in the amount and at the rate specified and to transmit same to the indicated organization. I hereby release the Port Byron Central School Board and its officials from any responsibility concerning the use or application of said dues once they have been transmitted to the designated organization. This authorization shall take effect at the next regular payment of salary or wages, occurring 5 days subsequent to the day of filing authorization with the employer, provided that this authorization is filed by September 15th. This authorization shall terminate 5 days subsequent to receipt of a signed revocation card.

**ARTICLE XII CONT'D.**

Organization

Amount of Dues

Port Byron Teachers' Association

TOTAL AMOUNT  
OF DEDUCTIONS

\_\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Building)

1.5 The District will provide payroll deduction for Credit Union and United Fund.

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## ARTICLE XIII

### Significant Changes

#### Section 1.

There will be no significant changes in teaching load, class size, assignments or the length of the school day unless these changes are first discussed with the teachers involved. During the summer time, the District will notify teachers by letter at the last known address of the teacher involved, as evidence that an attempt was made to discuss the changes prior to any formal action.

## ARTICLE XIV

### Insurance

#### **Section 1. Health Insurance**

For the 2001-02, 2002-03 and 2003-04 school years the school district will pay 100% of the individual's Health Insurance and 80% of the employee's dependent's insurance premium under the present group insurance policy of the district or a policy provided by another insurance company which is equal to or better than the present policy.

#### **Section 2.**

Beginning on July 1, 1984, the District shall have the right to select the insurance carrier as long as the schedule of benefits is equal to or better than the benefits contained in the health insurance program in effect as of June 30, 1984.

#### **Section 3.**

The District shall have the right to provide a schedule of benefits which is equal to or better than the benefits contained in the health insurance program in effect as of June 30, 1984, through a program of self funding.

For the purpose of selecting an alternate insurance carrier or a program of self funding, the major medical limitation shall be defined as an amount not to exceed \$500,000 for each individual case.

The District agrees that the administration of claims under any program of self funding shall be substantially equivalent to the administration of claims under the existing health insurance program.

The District agrees to provide a right of conversion to an equivalent insurance plan for employees who cease employment with the school district for reasons other than retirement or discharge prior to the age of 65. Such conversation rights shall be available only in the event the employee is not eligible for group health insurance benefits provided by another employer.

If an individual is unable to convert, then the individual shall, at his or her written request be continued under the self funded program for a period not to exceed one (1) year from the date his or her employment with the school district ceases.

The full cost of the premium under either conversion or continuation shall be assumed by the employee.

If the District established a committee to study insurance carriers or self funding, the Association may select a representative as an ex officio member of the committee.

#### **Section 4.**

If the District decides to select an alternative insurance carrier or self fund the

schedule of benefits, advance notice will be given to the Association at least two (2) weeks prior to the implementation of the decision.

**Section 5.**

Effective July 1, 2002, the prescription co-payment shall be increased from \$8.00 for each prescription to \$10.00 for each prescription.

**Section 6.**

- 6.1 Beginning on July 1, 2002, the District shall contribute up to \$150.00 for the 2001-02 school year, \$160.00 for the 2002-03 school year and \$170.00 for the 2003-04 school year for each member of the negotiating unit for a dental program providing individual coverage.

**Section 7. Flexible Spending Plan**

Both parties agree to establish a committee to implement a flexible spending plan on or about January 1, 1999. The committee will meet on or before October 1, 1998, and thereafter submit its recommendations to the Board of Education for implementation. The committee shall be composed of two members selected by the Superintendent of Schools and two members selected by the President of the Port Teachers' Association. A majority recommendation from the committee will be required and upon the receipt of such affirmative recommendation the Board of Education shall implement a flexible spending plan. The initial start up costs during the first year of operation for the flexible spending plan shall be assumed by members of the negotiating unit through payroll deduction. The District shall not assess individual members of the negotiating unit a fee in excess of \$10.00 each.

## ARTICLE XV

### Miscellaneous Provisions

#### **Section 1.**

This Agreement shall constitute the full and complete commitments between both parties and may not be altered, changed, added to, deleted from or modified, except through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

#### **Section 2.**

If any provision of this Agreement or application thereof shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

#### **Section 3. Taylor Law, Section 204A. Agreements between Employers and Employee Organizations.**

- 3.1 "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."
- 3.2 "EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS FOR RATIFICATION SHALL PUBLISH SUCH NOTICE, INCLUDE SUCH NOTICE IN THE DOCUMENTS ACCOMPANYING SUCH SUBMISSION AND SHALL READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO CONSIDER SUCH RATIFICATION."
- 3.3 "WITHIN SIXTY DAYS AFTER THE EFFECTIVE DAY OF THIS ACT, A COPY OF THIS SECTION SHALL BE FURNISHED BY THE CHIEF FISCAL OFFICER OF EACH PUBLIC EMPLOYER TO EACH PUBLIC EMPLOYEE. EACH PUBLIC EMPLOYEE EMPLOYED THEREAFTER SHALL, UPON SUCH EMPLOYMENT, BE FURNISHED WITH A COPY OF THE PROVISIONS OF THIS SECTION."

**ARTICLE XVI**

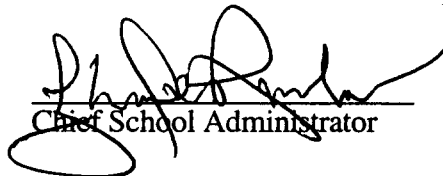
**Duration**

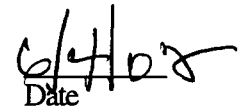
Section 1.

The provisions of this agreement shall remain in effect from July 1, 2001 through June 30, 2004.

IN WITNESS HEREOF:


Chief School Administrator,  
Port Byron Central School  
District,  
Port Byron, New York

  
\_\_\_\_\_  
Chief School Administrator

  
\_\_\_\_\_  
Date

Teachers' Association, Port  
Byron Central School District,  
Port Byron, New York

  
\_\_\_\_\_  
President of Organization

  
\_\_\_\_\_  
Date

May 15, 2002

Mr. Peter Ludden  
Field Representative  
New York State United Teachers  
1045 Seventh North Street  
Liverpool, New York 13088

**Re: Port Byron Central School  
District and Port Byron  
Teachers Association Side Letter  
re: Committee to Study Incentive  
Payment for Declination of  
Health Insurance**

**Benefits**

Dear Mr. Ludden:

This side letter is for the purpose of explaining an understanding between the parties with respect to establishing a committee to study incentive payment for declination of health insurance benefits.

The Superintendent of Schools shall select two members of the Committee and the President of the Association shall select two members of the Committee. The Committee shall be established and hold its first meeting on or before January 15, 1999. The purpose of the Committee will be to study whether an incentive of payment for the declination of health insurance payments would be appropriate. Upon the completion of the study, the Committee shall submit its recommendations to the Superintendent of Schools and the President of the Port Byron Teachers Association for its consideration.

Very truly yours,

MRF/dbd  
cc: Timothy Castle  
Charlotte Gregory

Matthew R. Fletcher  
Assistant Superintendent for  
Personnel Relations