



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Amityville Union Free School District and Amityville Administrators Association (2002)**

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

Union: **Amityville Administrators Association**

Effective Date: **07/01/2002**

Expiration Date: **06/30/2006**

PERB ID Number: **4475**

Unit Size: **11**

Number of Pages: **12**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

AD1
4475

AGREEMENT

between

**BOARD OF EDUCATION
AMITYVILLE UNION FREE SCHOOL DISTRICT
Amityville, NY 11701**

and

AMITYVILLE ADMINISTRATORS' ASSOCIATION

RECEIVED

MAR 21 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 2002 – June 30, 2006

11

AMITYVILLE ADMINISTRATORS' ASSOCIATION 2002-2006

TABLE OF CONTENTS

	<u>Page</u>
I PREAMBLE	1
II RECOGNITION	1
III SALARIES	1
Work Year	2
Additional Work Time	2
Longevity	2
Sick Leave Payment	3
IV GENERAL	
Promotional Openings	3
Sustitute Service	3
Conferences	3
Sabbatical Leave	4
Meetings with Superintendent	4
Leaves of Absence, Personal Days	4
Tax Shelter, Withdrawal Benefit	
Life Insurance	4
Meal Allowance	4
Health Benefits, Dental Benefits	4
Long Term Disability	5
Termination	5
Automobile Damage	5
V GRIEVANCE PROCEDURE	6
SALARY SCHEDULES	10

AGREEMENT made this 28 day of October, 2004, between the AMITYVILLE BOARD OF EDUCATION (hereafter referred to as the "Board" and the AMITYVILLE ADMINISTRATORS' ASSOCIATION (hereinafter referred to as the "Association").

Term of Agreement: **July 1, 2002 through June 30, 2006**

I. PREAMBLE

The Board and the Association recognize that the primary function of the Board and its administrative staff is to assure to each boy and girl attending the Amityville Public Schools the highest level of educational opportunities obtainable. It is firmly believed that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation and effective communication exist between the Board and its administrative staff.

II. RECOGNITION

The Board recognizes the Association as the exclusive representative for Secondary Principals, and Assistant High School Principals, and Assistant Middle School Principal, Elementary School Principals, and Assistant Elementary Principal, Director of Music, Director of Guidance, and Administrator for Pupil Personnel Services and Special Education, Secondary Assistant Principal until June 30, 2006, for the purposes provided in Section 208 of the Civil Service Law. Dues deduction shall be available to the Association upon submission of individual written authorization to the Board. Such deductions from salary checks shall be made in twenty (20) equal amounts from twenty (20) consecutive pay periods. Authorization shall remain in effect until written revocation has been received by the Board.

III. SALARIES

1. Salaries for personnel covered by this agree for the period July 1, 2002, to June 30, 2006, shall be set forth in Exhibit "A" annexed hereto.
 - Year 1 - 0%
 - Year 2 - 0%
 - Year 3 - 4%
 - Year 4 - 4%

2. Salary Adjustment – In lieu of the Year Three (3) salary increase referred to at Paragraph 1 above, the salary of Andrew Austin shall be adjusted to \$96,000 effective July 1, 2004. This salary shall be increased effective July 1, 2005 as per the Year Four (4) salary increase set forth in Paragraph 1.
3. Eligibility of New Employees for Salary Increase – The parties agree that any unit member who commenced work prior to July 1, 2004, shall be eligible for the Year Three (3) salary increase. Any employee who commenced work on or after July 1, 2004, shall be ineligible for any Year Three (3) salary increase to the starting salary approved by the Board of Education at the time of hiring.
4. The work year for personnel covered by this agreement shall be eleven (11) months.
5. The twenty (20) working days during the months of July and August shall be consecutive days and contiguous with the last week in June and/or the first week in September. Such work days may be scheduled in two (2) blocks of time wherever necessary. The entire summer work schedule requires approval of the Superintendent of Schools.

Should an administrator initiate a request for summer work beyond the eleven (11) month work year, wherever possible such requests must be filed with the Superintendent by April 1. The Superintendent will make every effort to respond thereto by May 1.

If additional services beyond eleven (11) month employment period are required, the compensation for those services shall be at the rate of 1/220 of the administrator's annual salary.

6. The parties acknowledge that by increasing the work year as aforesaid, they intend that functions, including but not limited to, curriculum and staff development, building planning team activities and scheduling, shall be done without extra compensation not withstanding any prior practice to the contrary.
7. Longevity – For administrators in the Amityville Union Free School District, longevity shall be as follows:

7 years service	\$ 800
10 years service	\$1,200
13 years service	\$2,000
18 years of service	\$3,000*

*effective July 1, 2004 and thereafter

The longevity schedule referred to above does not apply to administrators who have already received longevity prior to July 1, 1986.

8. An additional stipend of \$1,000.00 will be added to the base salary of any administrator who has earned a doctoral degree.
9. Sick Leave Payment – The accumulated sick leave payment at retirement shall be paid at the rate of \$60.00 per day to a maximum of 210 days. If in the last two (2) years of service prior to retirement no more than ten (10) sick days are used, the daily sick leave payment shall be at the rate of \$80.00 per day to a maximum of 210 days.

IV. GENERAL

1. This agreement shall supersede any existing Board policy, instruction or direction where the same is in conflict with any provision of this agreement and to that extent, the provisions of this agreement shall be controlling.
2. With respect to matters not covered by this agreement which are proper subjects for collective negotiations, the Board agrees that it will make no changes in clearly defined policies without appropriate prior consultation with the Association.
3. The Board will consult with appropriate personnel covered by this agreement during the course of its negotiations with teacher representatives, and obtain their views on the feasibility of teacher requests and the effects thereof.
4. The Association will be informed through the Administrative Council of promotional openings within the negotiating unit.
5. The Board will provide a central substitute calling service.
6. Upon approval of the Superintendent, personnel covered by this agreement may at their discretion or shall, upon direction of the Superintendent, attend one State or National conference each year. Expenses will be reimbursed upon submission and approval of an expense report, and will be based upon AAA allocation of conference funds formulated per person. For the life of this contract the annual amount shall be \$1,093.00.

7. Subject to law, the discretion of the Superintendent and the approval of the Board, a sabbatical leave may be granted to one member of the Association for the purposes and upon the terms and conditions described in Board Policy. In no event shall this provision be construed to require that a sabbatical leave shall be granted.
8. Representatives of the Association and the Superintendent shall meet periodically during the school year to review and discuss current school problems and practices, and other matters of mutual concern.
9. The personnel covered by this agreement shall receive, payment for withdrawal benefit (health buy back), personal days, leaves of absence on the same basis as teaching personnel employed by the Board. However, the total number of sick days shall be eleven (11). The tax sheltered annuity program will be continued.
10. The Board will provide a \$20,000.00 group term life insurance policy with additional indemnity for accidental death benefits, the cost of which is to be borne eighty-five percent (85%) by the school district and fifteen percent (15%) by individual administrators. It is understood that the availability of this policy is conditioned on insurance companies' usual requirement that at least seventy-five percent (75%) of those eligible will purchase the coverage.
11. The District shall provide a fund of \$1,420.00 per AAA member to be used for the payment of a fringe benefit to be negotiated and approved by the Board of Education.

Up to \$27.32 may be used for meals prior to evening meetings during the school year.

12. Health and Dental Insurance as follows:
 - 1A. Effective July 1, 1994, the District's contribution for health insurance shall continue at ninety percent (90%) of the cost of premium based upon the Empire Plan (CORE Plus Enhancements) for individual or family coverage.
 - 1B. For all employees hired effective January 6, 1995 and thereafter, the District's contribution rate for health insurance shall be eighty percent (80%) for the first three (3) years of employment. Thereafter, the contribution rate as to said employee shall increase to ninety percent (90%).

2. The Board agrees to provide payment toward employee group dental insurance for individual and family benefits for covered employees for the life of the contract at the rate of \$200.00 per employee. Any premiums required, whether for individual or for family benefits, in excess of the amount allocated by the Board of Education shall be paid for by the individual employee through payroll deduction.
13. Effective from the effective date of this Agreement, the Board shall contribute the sum per annum contributed during 1985-86 for each administrator represented by the Association during the 1986-1987 school year toward the cost of a long term disability plan. Future premium increases shall be negotiated by the district and administrators. The insurance carrier and plan shall be determined by the Board of Education after consultation with the Association. Such plan will be administered by the Board.
14. The services of a currently employed administrator not tenured shall not be terminated during this agreement except upon written notice thereof to such administrator at least ninety (90) days prior to the effective date of such termination of services, or no later than April 1st in a given school year. Such administrator may, within ten (10) days of receipt of notice, request in writing that he/she be furnished with a written statement giving the reasons for such termination and within ten (10) days of receipt of request. Such written statement will be furnished to him/her.
15. The Board will make available a fund not to exceed \$6,500.00 per annum from which reimbursement will be made in whole or in part to administrators for automobile property damage claims only, arising solely as a result of school related vandalism of automobiles of administrators.
 - (a) Eligibility will be limited to auto damage to such vehicles while parked on school grounds in the discharge of administrative duties within the scope of employment, and not caused by contributory negligence.
 - (b) Individual claims may not exceed \$500.00 per occurrence.
 - (c) The fund shall not be cumulative from year to year.

- (d) The provisions of this paragraph shall only be applicable to a claim for property damage to an automobile not claimed by a member of AAA. Furthermore, all claims must be substantiated by a police report.
- (e) The provisions of this paragraph shall not be applicable to any such damage occurring prior to mutual development procedures for processing claim requests.
- (f) Any issue as to the validity or amount of any claims shall be finally determined by the Superintendent of Schools.

Representatives of the Board and the Amityville Administrators' Association will mutually develop procedures for processing claim requests.

- 16. This agreement shall be effective as of July 1, 2002, and continue through June 30, 2006. The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement and therefore agree that negotiations will not be reopened, unless by mutual agreement, on any item other than Fringe Benefits whether contained herein or not during the life of this agreement.
- 17. It is agreed by and between the parties that any provisions 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.

IV. GRIEVANCE PROCEDURE

A. Definitions

- 1. "Grievance" – a claim which involves the interpretation and application of the terms and provisions of this Agreement.
- 2. "Administrator" – an employee within the bargaining unit.
- 3. "Party in Interest" – the person or persons making the claim and any person who might be required to take action against or against whom action might be taken in order to resolve the claim.

B. Basic Principles

1. It is the intent of these procedures to provide for the orderly and prompt settlement of differences in an equitable manner.
2. Failure at any step to communicate a decision within the specified time limit shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
3. Any party in interest shall have the right to be represented at any stage of the procedure by a person of his/her own choice. When an administrator is not represented by the Amityville Administrators' Association, the Amityville Administrators' Association may be present to state its views at all stages of the grievance procedure with the consent of the aggrieved.
4. All records of hearings shall be privileged information and shall be filed at the Board Office, as well as a copy filed in the Amityville Administrators' Association file.
5. The time limitations may be extended by agreement of both parties involved.
6. In the event a grievance is filed on or after June 1, the time limits set forth shall be reduced so that the grievance procedure may be exhausted prior to June 30.

C. Procedures

Step One:

1. An administrator with a grievance will file a statement of such grievance with the Superintendent of the District.
2. Within ten (10) school days after receipt of the written grievance, the Superintendent will meet with the aggrieved in an effort to resolve it.
3. The aggrieved may select a member of the Amityville Administrators' Association or any other individual to advise or represent him/her in the hearing before the Superintendent.

4. In the event the aggrieved does not have a member of the Amityville Administrators' Association represent him/her, a copy of the grievance filed with the Superintendent, pursuant to item one (1) above, shall be simultaneously filed with the President of the Amityville Administrators' Association.

Step Two:

1. If the aggrieved is not satisfied with the disposition of his/her grievance at Step One, or if no written decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, he/she may, within ten (10) school days after a decision by the Superintendent, or thirty (30) calendar school days after he/she has first met with the Superintendent, whichever is sooner, submit his/her grievance to the Board of Education by filing a written notice to that effect with the Amityville Administrators' Association and the Board of Education.
2. The aggrieved may be represented by a member of the Amityville Administrators' Association or any other individual of his/her choice at the hearing before the Board of Education.

Step Three:

The Board of Education will, within thirty (30) calendar school days after receipt of a request, conduct a hearing on the grievance. Within thirty (30) calendar school days of said hearing, the Board of Education shall render a decision of the grievance which shall be final and binding.

IN WITNESS WHEREOF, the parties herein have set their hands and seals the day and year indicated below.

BOARD OF EDUCATION
AMITYVILLE UNION FREE SCHOOL DISTRICT

Date: _____ By _____

AMITYVILLE ADMINISTRATORS' ASSOCIATION

Date: _____ By _____

AMITYVILLE UNION FREE SCHOOL DISTRICT

ADMINISTRATORS' SALARIES

<u>Name</u>	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
Andrews, Dr. Scott	\$0.00	\$130,000.00	\$135,200.00	\$140,608.00
Austin, Andrew	\$82,000.00	\$82,000.00	\$96,000.00	\$99,840.00
Collins, Pauline	\$0.00	\$95,000.00	\$98,800.00	\$102,752.00
Garcia, Frank	\$107,620.00	\$107,620.00	\$111,925.00	\$116,402.00
Giberti, George	\$0.00	\$125,00.00	\$130,000.00	\$135,200.00
Gorman, Betsy	\$0.00	\$0.00	\$95,000.00	\$98,800.00
Hackett, James	\$100,707.00	\$100,707.00	\$104,735.00	\$108,924.00
Hutchinson, Peter	\$0.00	\$115,000.00	\$119,600.00	\$124,384.00
Swinson, Matthew	\$0.00	\$115,000.00	\$119,600.00	\$124,384.00
Taliercio, Dr. Maria	\$0.00	\$127,000.00	\$132,080.00	\$137,363.00
Zilko, Mary	\$0.00	\$90,000.00	\$93,600.00	\$97,344.00