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Collective Negotiating Agreement

By and Between

The Board of Education of the

BYRON-BERGEN CENTRAL SCHOOL DISTRICT

and the

**BYRON-BERGEN ADMINISTRATORS AND
SUPERVISORS ASSOCIATION**

July 1, 2004 – June 30, 2006

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

MAY 26 2004

DATE: January 7, 2004

2004

DEPARTMENT OF JUSTICE

UNITED STATES OF AMERICA

IN RE: [Illegible]

MEMORANDUM FOR THE SUPERVISOR ASSOCIATION

[Illegible]

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ARTICLE I
PREAMBLE

In order to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York (Civil Service Law, Article 14) and to encourage and increase the effective and harmonious working relationship between the Board of Education of the Byron-Bergen Central School District (hereinafter called "Board") and the Administrative Employees (hereinafter called "Members") represented by the Byron-Bergen Central School Administrators and Supervisors Association (hereinafter called "ASA"):

WITNESSETH

WHEREAS, the Board and ASA recognize and declare that providing the finest quality education for the children living within the Byron-Bergen Central School District is their mutual aim and purpose:

NOW, THEREFORE, in furtherance of said aim and purpose, it is mutually agreed by and between the parties as follows:

ARTICLE II
RECOGNITION

- A. The Board hereby recognizes ASA as the exclusive bargaining agent and representative for the following administrators and supervisory personnel of the Byron-Bergen Central School District.
1. Elementary Principal
 2. Middle School Principal
 3. High School Principal
 4. Committee on Special Education Chairperson
 5. Technology Coordinator
- B. Any and all newly created or substantially altered existing building, supervisory or administrative positions shall be automatically included in this recognition and shall be represented by ASA for the purpose of determining the terms and conditions of their employment under the creation or alteration of such position.
- C. The Business Manager and Director of Learning shall be excluded from the unit.

ARTICLE III
GRIEVANCE PROCEDURE

A. Statement of Policy

In order to provide the best possible educational program for the Byron-Bergen Central School, and to establish harmonious and effective relationships among those working toward this goal, the purpose of these grievance procedures is to resolve satisfactorily, group or individual grievances which would tend to unsettle the effective functioning of the school system. All administrators of the Byron-Bergen Central School District are guaranteed the right to be heard and to present their grievances in accordance with this plan with freedom from discrimination, restraint, interference, or reprisal. Decisions shall be rendered judiciously and promptly.

B. Definitions and Principles

1. A grievance is a complaint by an aggrieved party of an alleged violation of any of the terms and conditions of the Agreement between the District and the Association.
2. An "aggrieved party" shall mean an administrator, group of administrators, or the Association.
3. All discussions shall be kept confidential during the procedural stage of the resolution of a grievance.
4. An administrator who participates in this grievance procedure shall not be subject to discipline or reprisal because of such participation.
5. Supervisory personnel have the responsibility to consider and take action promptly within authority delegated to them, on grievance presented to them.

C. General Procedure

1. Each written grievance shall include the name and position of the aggrieved party, the specific Article and Section of this Agreement involved in the said grievance, the time and place where the alleged events or conditions constituting the grievance of the said event or conditions if known, and a statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Nothing contained in this Article shall be construed as limiting the right of any administrator allegedly having a grievance to discuss the matter informally with the appropriate supervisor.
3. The existence of the grievance procedure hereby established shall not be deemed to require any administrator to pursue the remedies here provided.
4. The aggrieved party may be represented at any step of the grievance procedure by a representative of his own choosing.

5. Except for the informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be promptly transmitted to the filing party and the Association.
6. Grievances dealing with issues of a general nature which affect a group or class of unit members may be initiated in writing by the Association at the level of the grievance procedure where supervision is common to all members of the group. All members of the group alleged to be aggrieved must be identified.
7. The preparation and processing of grievances may be conducted during the school day provided that professional duties are not interrupted.
8. The forms for implementing this procedure will be developed by the District and the Association, and shall be made available to members of the bargaining unit.

D. Time Limits

1. Any alleged grievance shall be deemed waived, and shall not be entertained unless presented at the first available stage within seven (7) working days after the grievant knew or should have known of the act or condition on which the grievance is based.
2. If the grievant fails to appeal an unsatisfactory disposition of his alleged grievance to the next step of the procedure within the specified time limit, the grievance will be deemed to be discontinued and further appeal shall be barred.
3. Failure at any step of the grievance procedure to communicate a decision to the grievant within the time limits specified shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.

E. Grievance and Review

1. Stage 1: Informal
 - a. An administrator having a grievance shall discuss the grievance with his supervisor with the objective of resolving the matter informally.
 - b. Within five (5) school days after the discussion, the supervisor shall give his answer to the grievant.
2. Stage 2:
 - a. If the grievance is not resolved informally, it shall be reduced to writing by the grievant on the agreed upon form and presented to the supervisor within five (5) school days after the supervisor has given his answer to the informal Stage 1.

- b. Within five (5) school days thereafter, the supervisor shall render a decision in writing and present it to the administrator, his representative, if any, and the Association.
 - c. If the grievant's supervisor is the chief officer, this stage shall be bypassed.
- 3. Stage 3:
 - a. If the grievant is not satisfied with the written decision at the conclusion of Stage 2, and wishes to proceed further, the grievant shall, within seven (7) school days after the conclusion of Stage 2, present the grievance to the chief officer.
 - b. Within seven (7) school days after receipt of the appeal, the chief officer or his duly appointed authorized representative, shall meet with the grievant, or his representative, and/or all other parties in interest.
 - c. The chief officer shall render a decision in writing to the grievant and his representative within five (5) school days after the conclusion of the meeting.
- 4. Stage 4: Board Stage
 - a. If the grievance is not resolved at Stage 3, the grievant then, no later than fifteen (15) school days after the chief officer has rendered his decision at Stage 3 above, shall submit a written notice to the chief officer of his intent to proceed to the Board of Education. A hearing will be scheduled within thirty (30) days following receipt of notice.
 - b. The Board of Education shall render a decision in writing to the grievant and his representative within fifteen (15) school days after the conclusion of the meeting.
- 5. Stage 5: Arbitration
 - a. If the grievance is not resolved at Stage 3, and the Association determines that the alleged grievance is meritorious, then no later than fifteen (15) school days after the chief officer has rendered his decision at Stage 3 above, the Association shall submit a written notice to the chief officer of its intent to proceed to arbitration.
 - b. Simultaneously with the delivery of the written notice to the chief officer, a copy of that notice shall be mailed to the American Arbitration Association requesting that organization to submit a list of twelve (12) arbitrators.

- c. The selected arbitrator will hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues
- d. The arbitrator shall have no power or authority to add to, subtract from or modify any provisions of this Agreement, nor to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties. The cost of the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Association.
- f. No arbitrator shall decide more than one (1) grievance on the same hearing except by mutual agreement on writing between the Association and the District.

ARTICLE IV
VACATIONS

- A. All twelve (12) month administrators shall be granted twenty (20) vacation days each work year exclusive of weekends and the following days:

New Years Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Easter and Monday following	Christmas Eve
Memorial Day	Christmas Day
July Fourth	New Years Eve
Labor Day	

(The above to include extended weekends granted to the faculty.)

- B. All administrators working less than twelve (12) months shall have leave without loss of salary for the same holidays and vacation days as granted to members of the teaching staff.
- C. Vacation days may be utilized by members of the ASA throughout the year (July 1st- June 30th) when mutually agreed upon by the Administration and Superintendent. Consent of the Superintendent should not be unreasonably withheld.
- D. At retirement, the cash payment to an administrator for unused vacation days will not exceed twenty-five (25) days. No more than 20 vacation days may be used in the year preceding the date of retirement. The value of each such vacation day is 1/260th of the annual salary (minus any retirement incentive money) of the administrator.

ARTICLE V
PROFESSIONAL DEVELOPMENT

That the Board of Education assume the cost of professional development for members of the ASA. The maximum amount per member per year (July 1st-June 30) shall not exceed one thousand dollars (\$1,000.) for non-tenured unit members or one thousand five hundred dollars (\$1,500.) for tenured unit members. This shall not be used for SAANYS dues.

ARTICLE VI
DISABILITY INSURANCE

The District will expend up to one thousand dollars (\$1,000) for disability insurance for each member of the Administrators and Supervisors Association. An administrator may elect to utilize the \$1,000 for other health related expenses not covered by insurance or life insurance benefits.

ARTICLE VII
SABBATICAL LEAVE

- A. Applications for sabbatical leave during the first semester shall be made in writing to the Chief School Officer normally before the preceding February first. Applications for sabbatical leave during the second semester shall normally be made in writing to the Chief School Officer normally before the preceding September first. Each applicant shall be notified of the acceptance or rejection of his application by April first or November first, respectively.
- B. All applications for sabbatical leave shall be handled by the Board of Education. Approval of a sabbatical leave by the Board of Education shall be contingent upon securing a qualified substitute to assume applicant's duties. Sabbatical leave once granted will not be terminated before the date of expiration except as otherwise agreed upon by the Board of Education and the Chief School Officer.
- C. Final approval of any request for sabbatical leave rests with the Board of Education. The Board may disapprove requests for any reason that they feel is appropriate.
- D. The following activities shall be considered appropriate. They are listed in order of general preference, although the needs of the school system and of the particular staff member applying for leave will be considered in each case.
- E. All activities for which leave is granted must be planned in consultation with the Chief School Officer. Any changes in such plans must be approved in advance by the Chief School Officer.
 - 1. Formal Graduate Study - A minimum of twenty (20) and a maximum of thirty (30) semester hours of study will be required for a full year leave and the appropriate fraction for a half year leave.

2. Content of courses in order of preference:
 - a. Field of administration.
 - b. Closely related fields.
 - c. Possible change of professional position at Byron-Bergen.
3. Independent Research Undertaken in Consultation with the Chief School Officer - An outline of the proposed project shall be presented in such detail as to indicate the value of project to the present or future service of the applicant in the profession and specifically to the Byron-Bergen School District.
4. Writing of Doctoral Thesis.
5. Other Reasons - A plan shall be submitted which will state the professional objectives to be sought by such leave and evaluation of the benefits of such leave to the school system.

F. Reports to the Chief School Officer

1. An Interim Report - An oral or written report to assure the Chief School Officer that the leave is being used in a manner consistent with this policy shall be filed with the school at the mid-point of the leave.
2. Final Report - A final report shall be filed with the Chief School Officer at the completion of the leave and shall contain the following:
 - a. Institution attended.
 - b. Courses taken.
 - c. Credits received - when formal college credit has been granted during the leave, an official transcript should be filed with the final report.
 - d. Experienced gained.
 - e. Applicant's evaluation of the benefits achieved or acquired while on leave and how these can be applied to improve the school system.

G. Compensation

1. The compensation of the administrator on sabbatical leave shall be on the following basis: If leave is for one (1) semester, the compensation shall be at the regular rate of salary. If the leave is for two (2) semesters, the compensation shall be one-half (1/2) the regular rate of salary. This compensation shall be made in accordance with the regular provisions of payment of salary and other benefits to members of the administrative staff. It is the duty of the administrator on sabbatical leave to keep the Business Office of the Board of Education informed as to his address while on sabbatical leave.
2. The applicant shall file with the Clerk of the Board of Education, a written agreement stating that he will remain in the service of the Byron-Bergen Central School District for a period of one (1) year for one (1) semester of leave, and two (2) years for two (2) semesters of the sabbatical leave granted. Breach of this agreement shall be governed by conditions stated in the following sections.

H. Return to Service

1. Upon expiration of sabbatical leave, the administrator shall be restored to his position or to a position of like nature, seniority, status and pay.
2. An employee shall not be considered as having fulfilled the leave requirements until the Chief School Officer has approved the final report, indicated earlier, which must be filed within thirty (30) days after the employee returns to active duty. In addition, a report of the benefits of the leave as carried out in the school district may be requested at the end of the school year after the administrator returns to service. This report when received by the Chief School Officer, will be used to inform the Board of Education regarding the Sabbatical Leave Program.

I. Failure to Complete the Requirements

1. In the event that the Board of Education finds that the administrator is not fulfilling the agreement, or after a review of the facts with the employee on leave, judges the program to be progressing in an unsatisfactory manner, future payments shall cease.
2. In the event that the administrator completes the program satisfactorily but does not return to the District as agreed upon in writing, he shall repay to the Board of Education within two (2) years the entire sum, including benefits, received by him from the Board of Education during his leave.
3. In the event that an employee does not remain in the employ of the District for a period of two (2) or three (3) years (as stated above) immediately following his sabbatical leave, he shall, within two (2) years, repay to the Board of Education an amount of money proportional to services not rendered. This will not apply in cases where an individual becomes incapacitated and cannot work, or in cases wherein the Board of Education waives the rule.

ARTICLE VIII
EVALUATION

The Superintendent will be responsible every year for evaluating each member of the unit. The following procedure will be followed:

- A. In July of each year a goals conference will be held between the Superintendent or his designee and the administrator as follows:
 1. Tenured administrator. The Superintendent (or designee) and the administrator are to mutually agree upon a limited number of written objectives for the year.
 2. Probationary administrator. The Superintendent is to identify in writing the objectives for the administrator for the coming year.

- B. A mid-year progress conference will be held between the Superintendent or his designee and the administrator in January to assess the progress being made in meeting these objectives.
- C. During the course of the school year either the Superintendent or the administrator may request additional conferences to discuss the objectives.
- D. In June a final agreed upon conference will be held to evaluate the progress in meeting the objectives.
- E. Following this June conference the Superintendent or his designee will prepare a written report which will be given to the administrator and placed in his/her personnel file.
- F. The above evaluation procedure does not preclude conferences between the Superintendent or his designee and the administrator to discuss any phase of the administrator's work.
- G. Any documentation concerning the administrator's performance shall be shared with and signed by the administrator before placement in his/her personnel file.

ARTICLE IX
SALARY

A. Salary Increases

1. 2004-05 School Year:

Effective July 1, 2004, all unit members will receive a 3.4 percent wage increase on their 2003-04 salary.

Additionally, there shall be a stipends for the High School and Middle School Principals of \$2,500 for the 2004-2005 school year.

2. 2005-06 School Year:

Effective July 1, 2005, all unit members will receive a 3.6 percent wage increase on their 2004-05 salary.

Additionally, there shall be a stipends for the High School and Middle School Principals of \$2,500 for the 2005-2006 school year.

ARTICLE X
OTHER BENEFITS AND CONDITIONS OF EMPLOYMENT

A. Prescription Drugs

Copays and deductible provisions are consistent with the Genesee Area Healthcare Plan.

B. Medical Plan

All unit members shall pay 20% of the premium of the health insurance plan chosen.

C. Each member of the Administrators and Supervisors Association shall be entitled to equivalent benefits and contract provisions granted to members of the Byron-Bergen Faculty Association not otherwise provided in this Agreement except for Attendance Incentive Plan and Sick Leave Bank.

D. Retirement Benefit

In the first year of eligibility without penalty, Association members are eligible for a retirement benefit. The member is eligible when he/she has accrued twelve or more actual or credited years of service in educational administration. Association members will be eligible for a benefit to purchase health insurance which is the member's final salary divided by 220 and multiplied by the accumulated sick days. The years of credited experience in educational administration are to be determined by the Superintendent.

ARTICLE XI
LEAVES

A. Personal Illness, Family Illness and Personal Business Leave

1. Each unit member shall be allowed twelve (12) days leave with full pay during any school year to cover personal illness and family illness. Such leave shall be cumulative in whole or in part to the extent of 200 days.
2. Each unit member shall be allowed three (3) days leave for personal business (personal business shall exclude vacations and recreational activities). If unused during the school year, personal leave shall be added to accumulated personal illness leave.
3. Leave with pay may not be taken on days immediately preceding or following holidays or vacation periods for the purpose of lengthening the vacation. Leave with pay may not be taken when the employee retires from service, resigns from service, or is on a granted leave of absence.

B. Bereavement Leave

Each unit member shall be allowed to request up to four (4) days with full pay during any school year to cover death in the immediate family. Immediate family shall be defined as father, mother, step-father, step-mother, current spouse, brother, sister, child, step-child, current father-in-law, current mother-in-law, grandparents and, at the discretion of the Superintendent, other persons with whom the unit member has developed an immediate family-like relationship due to current or past relationships.

C. Jury Duty

Any unit member called for jury duty and/or required to serve on a jury, or to be a witness under a subpoena shall be allowed his full pay as an employee of the District for a total of up to ten (10) school days per year, except in a case where an individual on his initial tour of jury duty is held over for a court proceeding beyond the ten (10) day limit.

No deduction from pay or benefits will be made as a result of a member being absent for jury duty.

ARTICLE XII
CONCLUDING PROVISIONS

A. Savings Clause

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

B. Legislative Action

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 additional funds, therefore, shall not become effective until the appropriate body has given approval.

C. Rights of Employer

The District retains the sole right to manage its business and services, to direct the employees of the District, to make all decisions, and to take whatever action is deemed necessary in connection therewith, subject only to the provisions in the Agreement and provisions of law.

D. Complete Agreement

1. The parties acknowledge that all of the agreements arrived at by the parties are set forth in this Agreement and that said Agreement may be altered, modified, added to or deleted from only by written amendment executed by the parties. This Agreement shall supersede any rules or regulations or practices which are contrary to or inconsistent with its terms.

