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#### **Contract Database Metadata Elements**

Title: **Brushton-Moira Central School District and Brushton-Moira Administrators Association (2006) (MOA)**

Employer Name: **Brushton-Moira Central School District**

Union: **Brushton-Moira Administrators Association**

Local:

Effective Date: **07/01/2006**

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**AGREEMENT**

**BETWEEN THE**

**BRUSHTON-MOIRA BOARD OF EDUCATION**

**AND THE**

**BRUSHTON-MOIRA  
ADMINISTRATORS' ASSOCIATION**

**JULY 1, 2006 TO JUNE 30, 2010**

## ARTICLE I – RECOGNITION

- A. The Brushton-Moira Board of Education, having determined that the SAANYS/Brushton-Moira Administrators' Association (herein referred to as the "Association") is supported by a majority of the unit composed of all professional, certified personnel, including all principals and the director of pupil intervention services, hereby recognizes the Association as the exclusive negotiating agent for the professional employees in such unit.

## ARTICLE II – NEGOTIATIONS PROCEDURES

- A. It is contemplated that terms and conditions of employment as defined by the Public Employment Relations Board (PERB) provided in this agreement shall remain in effect until altered by mutual agreement in writing between parties. Nevertheless, because of the special nature of the public education process, it is likewise recognized that matters may from time to time arise which are of vital, mutual concern to the parties. The parties accordingly agree to cooperate in arranging meetings, furnishing information, and otherwise constructively considering and resolving any such matters.
- B. By no later than March 1 of the last year of the current contract, the parties will enter into good-faith negotiations over a successor agreement. If the parties mutually agree to discuss topics for negotiation at times other than during the actual contract negotiations, such discussions may take place at a mutually agreeable time and place. If such an agreement is not concluded by May 1, either party may request the use of mediation. The parties will seek a mutually acceptable mediator and will obtain a commitment from said mediator to serve. In case of mediation by a private person, the costs of such mediator shall be borne equally by both parties.
- If the board and Association are unable to agree on a mediator or are unable to obtain such commitment, the parties may request the State Public Employment Relations Board to assist. If the parties retain a private mediator and have not reached agreement by June 1, either party may request the State Public Employment Relations Board to assist the parties to reach agreement. The provisions of Section 209 of the Civil Service Law will govern such mediation and fact-finding.
- C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or without the school district. While no final agreement shall be executed without final ratification by the Association and the Board, the parties mutually pledge that their representatives consider proposals, reach compromises in the course of negotiations, and review compromises with their respective members.
- D. Ground Rules and Negotiating
1. Date, time, and place for meetings should be agreeable to both negotiating teams:
    - a. Meetings shall be closed and private.
    - b. Meeting should not be the same night as regular school board meetings, unless agreed to by both parties.
    - c. At the close of meetings, date, time, place and purpose of the next meeting should be set.
    - d. In the event of postponement, it is the duty of the postponing team to reschedule the meeting within the ensuing week. Arrangements for postponing and rescheduling of the meeting shall be through the respective spokesperson.

- e. Neither party shall issue and formal press release or any informal information to members of the press or public concerning the substance of the demands under negotiation or concerning the parties' positions thereon, prior to impasse.
  - f. No electronic monitoring devices may be used without prior written consent from both parties.
2. Establish effective authority of both negotiating teams to reach agreement:
    - a. Each team will notify the other of the names of its members and spokesperson.
    - b. Communications between the two teams will be through the Board of Education spokesperson and the Association spokesperson.
    - c. Members of both teams are understood to have powers to negotiate, in the fullest sense of the word. Powers shall be interpreted to mean that members of both teams may make decisions on issues that arise at negotiating meetings. Items agreed to may be reconsidered by mutual agreement.
  3. Agreement between the two teams as to negotiating procedures.
    - a. Both parties reserve rights to use experts and consultants to speak only at the discretion of the spokesperson or as spokesperson.
    - b. Both parties reserve the right to recess for a reasonable length of time.
    - c. Both parties agree to a three (3) hour time limit for a negotiating meeting.
  4. By mutual agreement, negotiations may be reopened at any time to deal with unexpected situations.

### ARTICLE III – LEAVES

#### A. Sick and Personal Leave

1. There will be a total of eighteen (18) leave days granted each administrator per year. Sick leave not used will be accumulated to a total of two hundred twenty (220) days.
2. Sick leave days may be used for appointments with dentists or physicians. It is understood that use of sick leave days may be used for immediate family illness.
3. Whenever administrators are absent from school as a result of a compensable personal injury caused by an accident or assault arising out of, or in the cause of their employment, they shall be paid their full salary for a total of not to exceed 26 weeks. Monies received from compensation insurance shall be deducted. The total money received shall not exceed the contract salary.
4. No part of such absence will be charged to the annual or accumulated leave provided Workers' Compensation is granted.
5. Nothing herein contained shall be construed as to deprive the District of the right to reimbursement to the extent of its payments to the administrator as provided by the Workers' Compensation Law or to recover such payments from the procurer of a third party action.
6. The Board further agrees to assume financial responsibility for any expense incurred by the administrator as a result of said accident or assault over and above reimbursement through insurance held by the school or by the teachers. Examples: eye glasses, dentures, and contact lenses.
7. Personal Leave: administrators shall receive five (5) personal leave days annually, which shall be deducted from annual sick leave days, as provided above.

8. Leaves for conferences
  - a. Leave time for approved conferences shall not be taken from sick or personal leave. These conferences shall be approved by the Superintendent.
  - b. Educational visitations, conferences, trips, or meetings for which administrators accept reimbursement for necessary expenses must be approved in advance. Mileage reimbursement will be made in accordance with the established District policy. Other reimbursements will be made with supporting receipts and other pertinent documents. Attendees will report back to the Superintendent. Attendees will provide a written report, detailing the event to the Superintendent of Schools within five (5) workdays after the attendance. Payment for expenses will be made subsequent to written report.
  - c. While professional development is an absolute key to growth of any administrator, unanticipated situations may arise in which the attendance at a conference or the like may not be possible. Let it be understood, therefore, that the Superintendent of Schools can, at his/her discretion, revoke approval for an administrator to attend a conference or the like due to an emergency situation.
9. Bereavement Leave: Administrators shall be entitled to three (3) bereavement days per occurrence for a death in the immediate family. Immediate family shall be defined as the mother, father, child, spouse, mother-in-law, father-in-law, grandfather, grandmother, or other person in parental authority. Said three (3) days shall be without loss of pay – the administrator shall notify the Superintendent as soon as practicable under the circumstances of the time to be taken off. These days shall not accumulate.
10. Requesting Leave
  - a. A request for leave, except for sick purposes, shall be made to the Superintendent at least 48 hours in advance, whenever this is possible.
  - b. In case of an emergency or illness, the administrator will make every reasonable effort to contact the Superintendent directly either at home or at his/her office.
11. Jury Duty
  - a. A bargaining unit member called for jury duty will receive the difference between jury compensation and his/her regular salary for each day for which he/she is paid as a juror. The bargaining unit member will notify the Superintendent of Schools of the assignment to jury duty in advance. A bargaining unit member required to serve on a jury only in the morning will report for work in the afternoon, and vice versa.
  - b. The bargaining unit member will have the option of submitting juror's compensation to the District or having an equivalent amount deducted from his/her salary.

#### **ARTICLE IV – ADMINISTRATOR EVALUATION**

- A. The primary purpose for evaluation of the administrative staff shall be (a) to maintain qualified, competent staff, and (b) to promote their continuing development. To further these purposes, the Superintendent will be responsible for the evaluation of all administrators, at least once annually.

- B. It shall be the obligation of the Superintendent of Schools to hold a conference with each non-tenured administrator to inform him/her if there are any difficulties which might jeopardize their continuing employment.
1. An improvement plan will be developed by the Superintendent that specifies areas in need of improvement and the steps needed to be taken to show adequate growth. The administrator will have the ability to respond to the plan, and said response shall be attached accordingly. The plan will cover six (6) months at least, with monthly reviews.
- C. All tenured administrators will be reviewed in accordance with Part 100.2 (0) (1) of the Commissioner's regulations.
- D. A summary of the remarks of each review or evaluation will be written by the Superintendent as soon as practical.
- E. Each evaluation and comments in connection with the evaluation will be filed in the administrator personnel folder.

#### **ARTICLE V – PERSONNEL FOLDERS**

- A. Unit personnel shall have the right, upon request, to review the contents of their personnel file in the presence of a representative of the Superintendent of Schools.
- B. An administrator shall have the right to insert written explanation or response to material in his/her personnel file. Such explanation shall be delivered to the Superintendent of Schools within fifteen (15) days after the administrator has received a copy of the material referred to in paragraph A above.
- C. There shall be only one official personnel folder for each administrator maintained by the District. Such folder is subject to the conditions of administrator evaluations and shall contain any material of a positive or of a derogatory nature concerning the character or ability of the administrator.
- D. A personnel file shall be available to the administrator and the Superintendent of Schools, and the Board of Education en masse, during an executive session of a Board meeting.
- E. At the request of the administrator, an Association member may view the file in the presence of the Superintendent and the administrator involved.

#### **ARTICLE VI – EMPLOYMENT TRANSFERS**

- A. The Superintendent will provide a notice for any open professional position to the president of the Association, as soon as practical.
- B. In filling a (transfer) vacancy, the following factors shall be taken into consideration among the equally qualified applicants:
- Seniority
  - Evaluations
  - Expressed wishes of the individual administrator shall be taken into consideration for the extent that they do not conflict with the requirements of the position and the best interest of the school district.

- C. Within five (5) days of the posting of a position, the interested administrator shall submit a letter of interest to the Superintendent.

**ARTICLE VII – STATUTORY OBLIGATIONS**

- A. Tenure: The granting of tenure shall be in accordance with the New York State Education Law.

**ARTICLE VIII – WORK YEAR**

- A. Work Year
1. Vacation: Administrators shall receive twenty (20) paid vacation days annually. One (1) vacation day shall be added to the paid vacation days annually after the five (5) year milestone of employment; two (2) days shall be added to the paid vacation days annually after the ten (10) year milestone of employment.
  2. Snow Days: Administrators shall attend school to the extent travel is safe in accordance with the best judgment of the administrator. The work day will end at 2:45 p.m.
  3. Holidays: In addition to vacation leave, administrators shall have these holidays: Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day and the day after that, the day before and Christmas Day, New Year’s Day, Martin Luther King Day, President’s Day, Good Friday, and Memorial Day. Except for unusual circumstances, vacation time will be taken when school is not in session. With the permission of the Superintendent of Schools, a maximum of five (5) days may be carried over to the next school year, to be used by August 31 of the subsequent year.

**ARTICLE IX – SALARY**

- A. Retroactive pay as of July 1 at the designated increase will be added to the administrator’s salary if the new contract is not signed by the end of the previous contract.
- B. A longevity step of \$2,000 shall be added to the salary of an administrator after the fifth (5<sup>th</sup>) year of service and after the tenth (10<sup>th</sup>) year of service. The longevity step shall not be cumulative, but shall be continuous and shall be added to the regular base salary prior to the percentage increase at the end of the 5<sup>th</sup> and 10<sup>th</sup> year of service.

**Donna Andre                      September 2005 start date with Brushton-Moira Central School District**

Employment Dates	Base Salary	Yr. Service	Salary Increase
July 1, 2005 to June 30, 2006	\$60,000	1 yr 0 mo	--
July 1, 2006 to June 30, 2007	\$62,400	2 yr 0 mo	\$2,400
July 1, 2007 to June 30, 2008	\$64,896	3 yr 0 mo	\$2,496
July 1, 2008 to June 30, 2009	\$67,492	4 yr 0 mo	\$2,596
July 1, 2009 to June 30, 2010	\$70,191	5 yr 0 mo	\$2,699

**Catherine Devins                      December 2000 start date with Brushton-Moira Central School District**

Employment Dates	Base Salary	Yr. Service	Salary Increase
July 1, 2005 to June 30, 2006	\$64,185	5 yr 7 mo	--
July 1, 2006 to June 30, 2007	\$68,752	6 yr 7 mo	\$2,567 + \$2,000*
July 1, 2007 to June 30, 2008	\$71,502	7 yr 7 mo	\$2,750
July 1, 2008 to June 30, 2009	\$74,362	8 yr 7 mo	\$2,860
July 1, 2009 to June 30, 2010	\$77,336	9 yr 7 mo	\$2,974

**Steven Grenville February 2006 start date with Brushton-Moira Central School District**

<b>Employment Dates</b>	<b>Base Salary</b>	<b>Yr. Service</b>	<b>Salary Increase</b>
July 1, 2005 to June 30, 2006	\$65,000	0 yr 6 mo	--
July 1, 2006 to June 30, 2007	\$67,600	1 yr 6 mo	\$2,600
July 1, 2007 to June 30, 2008	\$70,304	2 yr 6 mo	\$2,704
July 1, 2008 to June 30, 2009	\$73,116	3 yr 6 mo	\$2,925
July 1, 2009 to June 30, 2010	\$76,041	4 yr 6 mo	\$3,041

\* longevity step of \$2,000 at the end of the 5<sup>th</sup> year of service.

**ARTICLE X – ASSOCIATION BUSINESS**

- A. Conferences: A total of one (1) school day per year will be allocated to the Association for attendance by designated representatives of the Association at conferences.
- B. Providing Agreements: Copies of this agreement shall be provided by the Association and given to all administrators and Board members now employed or hereafter employed in the Brushton-Moira Central School District as soon as practicable.
- C. Agency Fee: Effective July 1, 1981, the Brushton-Moira Central School Board of Education shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Brushton-Moira Administrators' Association the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association in accordance with chapters 677 and 678 of the Laws of 1977 of the state of New York. The Association affirms that it has adopted such procedure for refund of agency shop fee deductions as required in Section 3 of chapters 677 and 678 of the Laws of 1977 of the state of New York. This provision for agency shop fee deduction shall continue in effect as long as the Association maintains such procedure. The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of Agreement.
- D. The Board is authorized to withhold payroll deduction for SAANYS dues.

**ARTICLE XI – HEALTH INSURANCE**

- A. The Board agrees to continue the current plan and agrees to pay 100% coverage for employees, dependents and retirees and retiree dependents. This article shall be subject to negotiations at any time upon change pursuant to the recommendation of the Franklin-Essex-Hamilton BOCES Committee for Health Insurance.

**ARTICLE XII – PAYMENT FOR SICK DAYS AT RETIREMENT**

- A. Payment will be made to the administrator at retirement at a rate of \$75.00 per day for each accumulated day up to 220 days. The method of payment of said monies will be agreed upon by the retiring administrator and the District.
- B. Retirement Incentive
  - 1. The incentive plan will be calculated as follows:  
Incentive + unused sick leave = minimum value  
[Example: \$10,000 + \$75/day (220 days) = \$26,000]



2. Administrators who retire under the New York State Teachers' Retirement System will be eligible for the District incentive plan described above.
    - 2.1 They retire within one (1) year of the first being eligible;
    - 2.2 They submit a letter of intent to retire by February 1 of the last full school year worked; and
    - 2.3 They have at least ten (10) years of credited service in the Brushton-Moira Central School District (applicable to employees hired effective September 1, 1998).
  3. Payment for the retirement incentive will be made by December 31 of the year in which they retire.
  4. In the event an eligible employee dies, the monies due under the plan will be paid to the designated beneficiary.
- C. If a unit member meets the qualifications for Article XII-B above, he/she may select either Article XII-A or Article XII-B above; however, no unit member may receive both A and B.

### **ARTICLE XIII – GRIEVANCE PROCEDURE**

- A. Definition: A grievance is a claim by any administrator or group of administrators in the Association based upon any event or condition that is an alleged violation of the contract.
- B. Time Limits for Filing: A grievance must be instituted within twenty (20) days of the occurrence of the incident giving rise to the grievance or within twenty (20) days after the administrator or Association knew or should have known the act or condition upon which the grievance is based. Days will be defined as days the District office is open for business. When using calendar days, Saturdays, Sundays, and legal holidays will not be counted.
- C. Procedure
  1. Stage 1, Informal: Grievant(s) will make an effort to settle informally with the Superintendent.
  2. Stage 2, Superintendent of Schools: If the grievant is not satisfied with the response at Stage 1, the grievant may within ten (10) days of the receipt of the decision at Stage 1 present the grievance in writing to the Superintendent. The Superintendent will provide a written response to the grievant within ten (10) days of the receipt of the grievance.
  3. Stage 3, Board of Education: If the administrator and/or the Association are not satisfied with the decision at Stage 2, they may request a formal meeting with the Board. This request must be made within ten (10) days of the decision of Stage 2. If no agreement is reached at this meeting, the issue will go to Stage 4, Arbitration. Any decision made in Stage 3 will be submitted in writing to the Superintendent, Board president, and Association president within ten (10) school days.
  4. Stage 4, Arbitration
    - a. If the administrator and/or Association are not satisfied with the decision at Stage 3, they may submit the grievance to arbitration by written notice to the Board within ten (10) days of the decision of Stage 3.
    - b. Within ten (10) school days, such written notice of submission to arbitration, the Board and the Association will agree on a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from the said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) days, a request for a list of arbitrators will be made to the

American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- c. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) 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 have been submitted. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusion on the issue.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
  - The decision of the arbitrator in any matter dealing with the terms of this agreement shall be finding and binding on both parties.
  - The costs for the service of the arbitrator shall be borne equally by the Board and the Association.

#### ARTICLE XIV – CONTRACT LIMITATIONS

- A. Commitment of Parties: This agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Policies of the Board: This Agreement supersedes any policies of the Board, which may be contrary to or inconsistent with its terms.
- C. Terms Contrary to Law: If any provision of the Agreement or any application of the Agreement to any administrator or group of administrators shall be found contrary to law, then any such provision or application shall not be deemed valid and subsisting except to the extent provided by law, but all other provisions or applications shall continue to full force and effect.

#### ARTICLE XV – DURATION OF AGREEMENT

- A. This contract shall be effective July 1, 2006 and shall continue in effect through June 30, 2010.

<b>Administrator's Association</b>	
By	<i>Catherine Dennis</i>
Dated	<i>2/12/07</i>

<b>Board of Education</b>	
By	<i>Isabelle J. Darcy</i>
Dated	<i>2/12/07</i>

## Memorandum of Understanding

WHEREAS the Board of Education seeks to extend the Agreement between the Board of Education and the Association of Administrators by one year,

WHEREAS the effective date of this new agreement will be retroactive to July 1, 2010,

WHEREAS the expiration date of this new agreement will be June 30, 2011,

WHEREAS both the Association and the Board negotiated, in good faith, for this extension,

WHEREAS the terms of the extended agreement will include the following:

- 4% salary increase retroactive to July 1, 2010;
- Moratorium on discussions regarding health insurance and/or changes to the existing contractual language regarding this benefit until negotiations begin for a successor agreement, with the understanding that the terms of the existing contractual language will remain effective until June 30, 2011;
- Unused vacation time will roll over into each administrator's personal and sick day accumulation, each September 1.
- Effective retroactive to July 1, 2010, each administrator will be entitled to 20 vacation days, if non-tenured, and 23 days if tenured;
- The District will pay each administrator's dues to SANNYS as well as one additional professional organization;
- The District agrees to grant five additional sick days to Catherine Devins and Steven Grenville, as a one-time recompense for their lost vacation time during the summer of 2009.

WHEREAS the Board of Education, at its regular meeting on August 30, 2010, voted on this Agreement, with affirmative votes from members: Dufrane, Dunning, Mills, Pelkey, Egan; a negative vote from member Warren, an abstention from member Devins, the Agreement passed; members Perry and Martin were absent.

THUS, this Agreement is now ratified and accepted by both parties:

Catherine O. Devins Catherine O Devins Date 9/7/10  
Elementary Principal/Association President

David H. Dufrane David H Dufrane Date 9/7/10  
President of the Board of Education