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Contract Database Metadata Elements

Title: **Brewster Central School District and Administrators Association of Brewster (2012)**

Employer Name: **Brewster Central School District**

Union: **Administrators Association of Brewster**

Local:

Effective Date: **07/01/2012**

Expiration Date: **06/30/2015**

PERB ID Number: **8272**

Unit Size:

Number of Pages: **20**

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AGREEMENT

between

THE BREWSTER CENTRAL SCHOOL DISTRICT

BOARD of EDUCATION

and

THE ADMINISTRATORS ASSOCIATION of BREWSTER

JULY 1, 2012 - JUNE 30, 2015

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BREWSTER COLLECTIVE BARGAINING AGREEMENT

ADMINISTRATORS ASSOCIATION OF BREWSTER

and

BREWSTER CENTRAL SCHOOL DISTRICT

PREAMBLE

This is a collective bargaining agreement between the Administrators Association of Brewster ("Association") and the Brewster Central School District ("District") setting forth the terms and conditions of employment of the members of the Unit recognized by the Board of Education.

Article I - Recognition

The District has recognized the Administrators Association of Brewster as the exclusive bargaining agent for all certified administrators of the Brewster Central School District with the exception of the Superintendent, Assistant Superintendents, Deputy Superintendent, and all other persons holding managerial or confidential assignments.

Article II - Savings Clause

If a provision of this Agreement is or shall at any time be judged contrary to law in a court of competent jurisdiction or by an appropriate agency of the State, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. However, all other provisions of this agreement will continue in full force and effect.

Article III - Association Rights

- A. The Association shall have the right to use school buildings without cost at reasonable times subject to approval of the Superintendent of Schools.
- B. The District will provide one copy of this contract to each member of the Association.
- C. The District will consult with members of the Association concerning the process of negotiations with other recognized units as needed, and require their services at

the bargaining table on a consultation basis. Participation will not be construed as a bar to participation in this Unit.

D. The District agrees to deduct from the salaries of all present and future members of the Association such dues and related assessments as certified by the Association. Each member of the Association shall authorize these deductions in writing and shall expressly relieve the District and all of its officers of any liability for the money deducted and transmitted to the Association in accordance with the provision. This authority will be continuous while the member is employed by the District. All other currently authorized deductions shall continue.

E. Members of the Association shall be paid by check on a bi-weekly basis. The payroll check shall state gross earnings, deductions and net pay.

F. The Association President and/or designee will have the right to meet with the Superintendent at mutually agreeable times regarding matters involving this collective bargaining agreement or other matters of Association concern.

G. The Unit may use up to three (3) days in total for union business annually.

Article IV - Grievance Procedure

A grievance shall be any claim by an administrator or group of administrators that the District has violated the terms of this collective bargaining agreement.

Step 1 - If an administrator is not able to resolve a grievance after discussing it with the assigned supervisor, the administrator may submit it to the Superintendent in writing either directly or through the Association. No grievance will be entertained and all grievances will be deemed waived unless filed within a period of thirty (30) calendar days from the date when the act upon which the grievance is based occurred, or within thirty (30) calendar days of the aggrieved members' knowledge, whichever is greater. The Superintendent shall confer with the grievant. The Association will have the right to be present at any such meeting if the administrator involved so requests.

The Superintendent will hold this first step meeting no later than ten (10) calendar days after it has been received unless there is a hearing and, in that case, no later than ten (10) calendar days after the hearing. The decision shall be issued no later than ten (10) calendar days after the meeting.

Step 2 - Binding Arbitration. Within thirty (30) calendar days after receiving the decision of the Superintendent, the Association may elect to proceed to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The costs of any arbitration will be shared equally between the parties.

RULES AND PROCEDURES

1. The Superintendent and the Association agree to facilitate any investigation which may be required and to make available any and all non-privileged material and documents, communications and records at the request of the other party.

2. The grievant may call witnesses on his own behalf and the Superintendent shall make available such witnesses who are in the employ of the District

3. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Superintendent, or any member of the Board of Education, or by any member of the Administration against the grievant, any party in interest, any representative or any other person by reason of the grievance or participation in processing of grievance. Nor will the Association take any action against any member who amicably resolves a grievance with the Administration.

4. The Superintendent will be responsible for accumulating and maintaining grievance files which will consist of written communications relevant to the grievance. This file shall be available for copying by the grievant or the Association, but it shall not be deemed a public record.

5. Nothing in this procedure shall be construed as limiting the right of any administrator having a grievance to discuss the matter informally with an appropriate member of the Administration, or have the grievance informally adjusted without the intervention of the Association, provided the suggested adjustment is not inconsistent with the terms of this Agreement. The Association shall be given the opportunity to be present at any such adjustment and to state its views before the adjustment becomes final. Any grievance that is adjusted without formal determination pursuant to this procedure shall not create a precedent binding either of the parties to this agreement.

6. The existence of this procedure shall not be deemed to: (a) require any administrator to pursue the remedies herein provided, except as may be required by law; (b) impair or limit the right of the administrator to pursue the remedies herein provided, except as may be required by law; and (c) impair or limit the right of the administrator to pursue any other legal or appropriate remedies to the extent permitted at law.

7. The grievant may choose any representative desirable provided, however, that no representative may appear in this grievance procedure who is not a representative of the Association.

8. Time limits contained herein shall be construed to be the maximum limits available but the parties mutually agree to proceed as rapidly and expeditiously as possible in the processing of grievances. Time limits may be extended only by mutual agreement.

9. Failure at any step to communicate a decision to the grievant and the Association within the time limits shall permit an immediate appeal to the next step.

ARTICLE V - PHYSICAL ASSAULT

If an administrator is physically assaulted in the course of employment and the incident results in lost time to the administrator, the administrator shall be paid in full until such time as disability insurance, Workers' Compensation or other programs sponsored by the District begins payment whereupon the administrator's salary shall be diminished only

by the amount required by Workers' Compensation, disability or other programs sponsored by the District.

ARTICLE VI - ADMINISTRATIVE OPPORTUNITIES

An administrative vacancy is defined as a position vacancy which occurs in the unit or any other position described as administrative in the District's table of organization.

- a. Vacancies - The District shall announce vacancies in the following manner:
 1. Written notification of administrative vacancies to the President of the Association.
 2. Notification to all members of the Unit by posting the vacancy that exists, the qualifications and requirements of the position and the deadline for the filing of the application. Administrators shall have no less than ten (10) calendar days to apply for any such position.
- b. Any administrator may tender their resignation by providing the Board of Education with written notice of such resignation. The resignation will become effective a minimum of thirty (30) calendar days from the date of the receipt by the District unless the administrator and the District agree to a different timeframe.

ARTICLE VII - PROFESSIONAL IMPROVEMENT

Administrators may attend, upon approval of the Superintendent, conferences and conventions. All requests shall be made in writing at least ten (10) calendar days prior to the conference or convention. Conference requests will be paid to the amount authorized by the District. Current practice with regard to unpaid, partially paid and fully paid conferences shall continue.

The District shall reimburse expenses paid for authorized conferences upon receipt of vouchers demonstrating payment.

ARTICLE VIII - AUTHORIZED ABSENCES

A. Sick Leave - Each administrator shall be allowed fifteen (15) sick days each contract year with full pay. That amount will be raised to thirty (30) days after twenty (20) years of service in education, five (5) of which must be in the District. Sick leave may be accumulated to a maximum of two hundred forty (240) days. The District will give consideration to a request for additional sick leave beyond the time accumulated for an administrator whose illness requires the administrator's absence beyond the accumulation. For illness in the immediate family involving a relative living in the household of the administrator, sick leave may be granted, but in no event shall such leave exceed five (5) days in any one year.

B. Unused Accumulated Sick Leave - Administrators hired prior to July 1, 2012

who retire from the District will be entitled to be compensated for fifty percent (50%) of accumulated unused sick leave; such compensation will be paid in equal bi-weekly installments, calculated at $1/240^{\text{th}}$ of the administrator's annual contracted salary. The accumulated unused sick leave shall be paid to a 403(b) non-elective employer contribution plan. Administrators hired on or after July 1, 2012 who retire from the District will be entitled to be compensated for fifty percent (50%) of accumulated unused sick leave, up to a maximum of 180 days.

The retiring administrator shall give the District notice of intent to retire no later than September 30th of the year necessary to be in agreement with notice requirements in Plan B and July 1st of the year necessary for Plan C.

The administrator may select one of the following three plans:

Plan A: Upon three (3) years advance written notice an administrator will be paid one-half ($1/2$) of unused accumulated sick leave in accordance with this section based on the administrator's annual contract salary with full pay for one third ($1/3$) of such days not to exceed forty (40) days per year added to the annual salary of each of the final three (3) years.

Plan B: Upon two (2) years' advanced written notice, an administrator will be paid for one-half (1/2) of unused accumulated sick leave in accordance with this section based upon the administrators' annual contract salary with full pay for one half (1/2) of such days not to exceed sixty (60) days per year added to the annual salary of each of the final two (2) years.

Plan C: Upon one (1) year advance written notice an administrator will be paid one half (1/2) of unused sick leave in accordance with this section based upon the administrators' annual contract salary for their last year.

C. Bereavement Leave - Unit members shall be allowed to use up to five (5) consecutive days for the death of a member of the immediate family. The immediate family shall include but not be limited to the spouse, children, parents, foster parents, brothers, sisters, grandparents, and in-laws. In case of extreme need, the Superintendent may grant additional time.

D. Vacation Leave - Unit members shall receive paid vacation according to the following schedule: Twelve (12) month administrators will receive twenty-two (22) days per year in their first three (3) years of employment, and twenty-five (25) days per year in their fourth (4) year of employment. Eleven (11) month administrators will receive twenty-two (22) days per year. Administrators may buy back up to ten (10) unused vacation days annually at their per diem rate. These buy-back days can be taken from accrued days or

current year vacation days. Payment for these days may be requested by administrators at any point during the school year.

Administrators employed after the beginning of the contract year will have their vacation days pro-rated.

Vacations will be scheduled on approval of the Superintendent of Schools.

Selection of administrative vacations will be opened one month after the Board's approval of the calendar for the following year. Requests for vacations shall be submitted no later than May 31st of each year for the succeeding school year. Vacations may be taken in no more than two (2) week blocks unless longer periods are approved by the Superintendent.

Administrators shall schedule vacation time when school is not in session except where approval to do otherwise is given by the Superintendent of Schools. Administrators who are prevented from taking their vacations because of requests from the District may carry over no more than fifteen (15) vacation days to the succeeding year. Administrators who make timely application for vacation and are denied because of District administrative needs will be compensated for these vacation days at their daily rates. No administrator will suffer a loss because of a carryover.

E. Jury Duty - An administrator who is on jury duty will receive his/her full pay during this time. Remuneration received by the administrator for jury duty will be reimbursed to the District. The administrator will serve until discharged by the court. Jury days will not be charged against leave accruals.

F. Personal Business Leave - each administrator shall be allowed three (3) personal business days per year without deduction in pay in accordance with the remainder of this article. Any unused personal leave shall become additional accumulated sick leave, effective at the end of each academic year.

Personal leave shall be defined as leave necessary for the conduct of personal or legal business which cannot be conducted at any other time during the day or week except when the administrator is working.

Notice of personal leave days shall be made on the appropriate form. No statement of reason shall be requested unless the day requested is before or after a holiday or during the first and last week of school.

Except in cases of emergency, notice of the need to take personal leave days shall be given to the District at least five (5) days in advance. Receipt of said notice will be acknowledged no later than one school day prior to the requested leave.

G. Snow Days - No Association member shall be required to work on days when students are not in attendance due to inclement weather. If excess snow days become recess days, all administrators are expected to report for work except if a vacation or personal day is used.

H. Child Care Leave

1. An administrator can apply for up to twelve (12) months of childcare leave without pay.

2. Ordinarily, certified personnel on child care leave may return to the District only at the beginning of the school year and must notify the Superintendent by March 15th of his/her intention to return to work in September.

3. After returning from childcare leave, certified personnel will resume his/her salary as follows:

a) On the succeeding contract salary if the administrator completed less than one-half (1/2) of the last year of employment.

4. Granting of childcare leave shall not result in loss of tenure rights.

I. Holiday Recess- Unit members shall be entitled to school holidays which are designated in the Brewster School calendar without any charge to their leave accruals.

ARTICLE IX - BENEFITS

A. Health Insurance – The District shall provide health insurance for each administrator. Effective July 1, 2012, Administrators enrolled in the District's health insurance plan shall contribute 11% toward the cost of the premium; effective July 1, 2013, Administrators enrolled in the District's health insurance plan shall contribute 12% toward the cost of the premium, and effective July 1, 2014, Administrators enrolled in the District's health insurance plan shall contribute 13% toward the cost of the premium. The health insurance contribution in retirement for unit members on the District's payroll prior to July 1, 2012 shall be as follows: 0% for unit members retiring during the 2012-2013, 2013-

2014 and 2014-2015 school years; 5% for unit members retiring during the 2015-2016, 2016-2017 and 2017-2018 school years; 10% for unit members retiring after June 30, 2018. The health insurance contribution in retirement for unit members hired on or after July 1, 2012 shall be 10%. Dependents of a deceased administrator may retain coverage under the group plan by making appropriate payments to the District for full premium costs.

- B. Welfare Fund - The District shall continue to fund all administrators in the Welfare Fund. The fund may be used for any health related expenditure. Life insurance and long-term disability will be continued at the same economic differential as in effect on June 30, 1990, regardless of BTA Welfare Fund provisions. Matters involving the administration of the fund will not be subject to the grievance procedure herein. Administrators who retire from the District shall have their life insurance premiums continued into retirement at District expense.
- C. Tuition - The District shall reimburse all administrators tuition costs for those pursuing a doctorate in educational administration at an institution approved by the Superintendent of Schools. Said reimbursement, which shall be limited to per-credit tuition costs, shall be limited to the lesser of 12 credits or \$10,000.
- D. Mileage - All administrators who may be required to use their own automobiles in the performance of their duties and shall be reimbursed by the District at the IRS rate in effect as of July 1st of each year.

- E. Longevity – Longevity of \$2000 will be paid in the fifth (5th) year of service as an administrator in the district. Longevity of \$2,750 will be paid in the tenth (10th) year of service as an administrator in the district and longevity of \$2250 will be paid in the 15th year of service as an administrator in the district. Unit members hired on or after July 1, 2012 shall not be eligible for the longevity payment in the amount of \$2,000 in the fifth year of service. For those administrators starting after July, a pro-rata amount will be paid in the 10th or 15th year. Longevity shall be cumulative.
- F. All administrators may, at their discretion, participate in the District's IRS 125 (Flexible Benefits) Plan.
- G. Administrators remaining for night meetings shall be provided a meal allowance not to exceed \$25.00. The Administrator shall be required to submit appropriate receipts in order to receive reimbursement.

ARTICLE X - TENURE NOTIFICATION

All administrators will be notified by the Superintendent of Schools as to whether or not they will be recommended for tenure no later than four (4) months prior to their tenure date.

ARTICLE XI- LEGISLATIVE LANGUAGE

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

ARTICLE XII- EVALUATION PROCESS

The evaluation process for all AAB members will be contained in a separate APPR Plan document.

ARTICLE XIII - SALARY STRUCTURE:

AAB members will receive wage increases of 1.5% on each July 1st and each January 1st during the term of this contract. However, those members whose performance is deemed 'ineffective' will not receive the increase during the duration of their Improvement Plan. Once the member is off the Improvement Plan and is no longer deemed 'ineffective,' the member will receive the increase at the next payment cycle on July 1st or January 1st.

ARTICLE XIV- TERM OF AGREEMENT

it is agreed by and between the Brewster Central School District and the Administrators' Association of Brewster that the terms of this agreement will commence July 1, 2012 and

expire June 30, 2015. Adjustments thereto shall be made solely upon the agreement of both parties.

For the District:

For the Administrators' Association of Brewster:





Dr. Stephen Jambor
President, Board of Education

Kieran Stack
President