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ORIGINAL

**AGREEMENT BETWEEN THE CHIEF EXECUTIVE OFFICER OF THE
BRUNSWICK CENTRAL SCHOOL DISTRICT
AND
BRUNSWICK CENTRAL SCHOOL
PRINCIPALS' ASSOCIATION**

July 1, 2013 – June 30, 2018

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PREAMBLE

This agreement made this 16th day of May, 2013, by and between the Chief Executive Officer of the Brunswick Central School District (hereinafter "District") and the Brunswick Principals' Association (hereinafter "Association") an affiliate of SAANYS (School Administrators' Association of New York State), will cover a period from July 1, 2013 through June 30, 2018 and is intended to delineate the rights and responsibilities of the parties hereto in a mutual desire to promote harmonious and cooperative relationships in carrying forward the functions of the District.

Article 1: Negotiations

- 1.1. The designated representative(s) of the District shall meet with the designated representative(s) of the Association for the purpose of negotiations as defined by the Taylor Law.
- 1.2. Neither party shall have any control over the selection of the designated representative(s) of the party and each party may select its representative(s) from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representative(s) will be clothed with all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.
- 1.3. Upon request of either party, a mutually acceptable meeting date shall be set for the opening meeting of negotiations. In any given school year, such opening meeting shall take place not later than September 1. All issues proposed for discussion shall be submitted in detail and in writing by both parties at the opening meeting. Additional proposals may be submitted for discussion by either party not later than four weeks following the opening meeting. These additional proposals shall be discussed after the issues submitted at the opening meeting have been discussed. Any further issues or proposals may be considered only upon mutual agreement of the parties.
- 1.4. Negotiation meetings shall take place at the locations and times mutually agreed to by the parties' representative(s).
- 1.5. When a tentative agreement has been reached regarding a proposal, that matter shall be reduced to writing and initialed by the parties' representative(s). However, no proposals so initialed shall become effective or binding unless and until a complete agreement is submitted and ratified by the Association and the Board of Education.

Article II: Recognition

- 2.1 The District recognizes the Association as the exclusive bargaining agent for the following positions: Secondary Principal, Assistant Secondary Principal, Elementary Principal and Director of Special Education.
- 2.2 If any new administrative/supervisory position is created by the District during the term of this Agreement, the inclusion or exclusion of said position in this unit shall be determined by mutual agreement of the parties. If such mutual agreement of the parties

is not reached, then the procedures provided by the Taylor Law for resolution of such matters may be invoked.

Article III: Savings Clause

3.1 If any portion of this Agreement or application thereof shall be found to be contrary to law or regulation by an entity having competent jurisdiction to so find, then such provision or application shall be deemed valid only to the extent permitted by such law or regulation. All other provisions shall remain in full force and effect during the terms of this Agreement.

Article IV: Professional Development

4.1 In the interest of continuing to have our school district keep pace with new trends in education so that pertinent information can be shared in our school system, administrators may submit applications to the Superintendent for attendance at professional meetings, conferences and workshops. Full salary and expenses shall be reimbursed for such approved attendance in accordance with current Board policy.

4.2 Members of the bargaining unit shall be required to participate in the equivalent of 5 hours of professional staff development activities outside of the school day.

Article V: Administrators' Rights

5.1 Each member of the Association shall have the right to review the contents of his or her personnel file. The Association affirms the right of the Board and Superintendent to remove from the files, prior to the administrator's review, only those letters of reference originating from outside the District which the District deems to be confidential in nature. The administrator has the right to attach to his or her file a statement regarding any information contained therein.

5.2 Administrators shall be given notice at the time any derogatory material, excepting personal confidential references, is placed in his/her personnel file. The administrator shall acknowledge receipt of such notice by affixing his/her signature of the copy provided for such purpose. The signature of the administrator in no way indicates agreement with the contents thereof. The administrator shall have the right to submit a written response to such material, which response shall be attached to the personnel file.

Article VI: Work Year

6.1 Administrators shall work a twelve (12) month year.

6.2 If school is not in session, administrators shall receive the following as paid holidays: July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Day and the day after, New Year's Day, Washington or Lincoln's birthday (whichever coincides with the school's winter vacation), Good Friday, Memorial Day and Martin Luther King, Jr. Day. Administrators shall receive, as a paid holiday, any days when teachers and students are not required to be in attendance because of adjustments made to the school calendar due to the under usage of snow days.

6.3 (a) Administrators shall receive twenty-five (25) days of paid vacation.

- (b) Administrators are expected to schedule use of their vacation time so as to permit the timely completion of the administrative responsibilities. Administrators shall submit request for summer vacations by July 1st of each year and otherwise at least two weeks in advance. The Superintendent shall respond to any vacation request within two weeks.
- (c) The Superintendent shall retain the discretion to approve or disapprove any vacation requests. Approval of such requests shall not be unreasonably withheld but the decision of the Superintendent shall be final. In considering any vacation requests, the Superintendent is required to take into consideration the need for administrative coverage.
- (d) A maximum of ten (10) days of vacation may be carried forward into any succeeding school year. If the time carried forward is not used in the next school year, then it shall be credited to accumulated sick leave.
- (e) Administrators using three (3) or more consecutive days of vacation time shall, whenever possible, provide the Superintendent with a telephone number where the administrator can be reached during such absence.

6.4 In the absence of some other arrangement approved by the Superintendent, administrators shall work core hours of 8:30 am to 2:30 pm during summer recess.

Article VII: Leave

7.1 Sick leave:

- (a) Each administrator shall receive thirteen (13) days of sick leave per year, without loss of salary. In the event an administrator uses six (6) or more days of sick leave consecutively, then the Superintendent may require medical certification of such illness.
- (b) Up to five days of sick leave may be used for the illness of any member of an administrator's immediate family. In unusual circumstances, an administrator may apply for use of additional sick leave in connection with the illness of an administrator's immediate family.

7.2 Personal Leave: Each administrator shall be entitled to three (3) days of personal leave without loss of salary. Except with the approval of the Superintendent, personal leave may not be taken immediately before or after a school holiday. Personal leave may be used only for personal business that cannot reasonably be attended to during non-school time. Written notice of such contemplated use of personal leave shall be given to the Superintendent at least twenty-four (24) hours in advance, except in cases of an emergency nature. Said notice shall include the following information: name and date of expected absence. Unused personal leave shall be credited to sick leave accumulations.

7.3 Sabbatical Leave: Subject to future negotiations.

7.4 Court Appearances: Attendance at court as a result of school connected activities will be allowed at full pay. The subpoena or written request of an attorney must be presented to the Superintendent within twenty-four (24) hours of receipt by the

administrator. Attendance at court for jury duty will be allowed at full pay, during the term of such duty less the amount received for jury duty.

7.5 Bereavement Leave: Each administrator shall be entitled to up to five (5) days of bereavement leave without loss of salary, upon the death in that administrator's immediate family. Immediate family is defined as spouse, parents, parents-in-law, siblings, siblings-in-law, children or any member of the family who resides permanently with the member of the bargaining unit. Use of bereavement leave for death of persons of other than immediate family or household shall be at the discretion of the Superintendent. Bereavement leave is not accumulative

7.6 Disability: Beginning with the sixth year of continuous employment, anyone who has attained tenure and who is disabled and unable to work, will be granted a leave of absence without pay for such time as is necessary for the complete recovery from such illness up to a maximum of two years after all accumulated sick leave credits have been exhausted. Hospitalization coverage will be continued during such leave of absence. When an eligible member is on leave due to a job connected disability, and is paid full pay using sick leave days, sick leave time shall be charged for only that portion of the administrator's daily pay not reimbursed to the district. All benefits to which an administrator was entitled at the time such leave commenced will be restored upon return and the administrator will be assigned to the same position held at the time said leave commenced, if available, or if not, to a substantially held position.

7.7 Leaves of Absence Without Pay

- (a) Upon written application, leaves of absence may, at the discretion of the Board, be granted for a period of up to one year. Applicants will be notified in writing of the district action. An option to reapply for a second year will be considered.
- (b) Administrators returning from leaves of absences will be restored to a position in their tenure area and will be credited with the years of service and all other accumulated benefits to which they were entitled upon commencement of leave.
- (c) Persons who are on leave are expected to notify the Superintendent in writing of their intent to return to work no later than 60 days prior to the termination date of the leave. For those leaves terminating on June 30, the Superintendent will be notified in writing by May 1 prior to the termination date.

7.8 Resignation: A member of the bargaining unit must sign a thirty-day notice of resignation.

Article VIII: Insurance

8.1 Health Insurance

- a) An administrator may participate in a health insurance plan provided by an insurance carrier, selected by the District, which provides the same or improved benefits as the plan currently in place. Should the Brunswick Teachers Association agree to change from the current Blue Shield plan to a RCG Health Insurance Trust preferred Blue Shield plan, the Administrators agree to make the same change. Participation may be for the administrator

alone or for the administrator and his or her dependents. The District's annual contribution toward the payment of premiums shall be 80% for individual and dependent coverage.

- b) An administrator electing not to participate in the District plan will receive fifty percent (50%) of the District contribution for an individual participant as a buy-out. Proof of other insurance must be provided by the administrator. A return to the District program may occur only during the open enrollment period or as a result of a "trigger event" causing loss of other insurance.
- c) Payroll deductions for health and dental insurance will begin each year with the first payroll in July.

8.2 Dental Insurance: An administrator may participate in the 80-20 dental insurance plan provided through Blue Shield of North Eastern New York limited to basic coverage plus Rider A. Participation may be for the administrator or for the administrator and his or her dependents. The District will contribute 100% for individual coverage.

8.3 Pursuant to Education Law, Section 3023, the District shall save harmless and protect all administrators from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to the property of any person, within or without the school building, providing such administrator, at the time of the accident or injury was acting in the discharge of his or her duties within the scope of employment or under the direction of the Board; and further provided such administrator shall, within ten (10) days of the time he or she is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to the Board.

8.4 The District shall provide an attorney for, and pay such attorney's fees and expenses necessarily incurred in the defense of an administrator, in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the District while in the discharge of such administrator's duties within the scope of his or her employment, provided such administrator shall, within ten(10) days of the time he or she is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to the Board.

Article IX: Reduction in Staff

9.1 If an administrative position is to be abolished or reduced from full time, the incumbent shall be provided:

- (a) Sixty (60) days notice prior to the effective date of such action; and
- (b) An opportunity to discuss with the Superintendent his or her reemployment rights under the Education Law.

Article X: Grievance Procedure

10.1 Definitions:

- (a) A grievance is a claim based upon any event or condition affecting terms and conditions of employment, including any claimed violation,

misinterpretation, misapplication, or inequitable application of law, rules or regulations having the force of law, this Agreement, policies, by-laws, regulations, directives, procedures or practices of the board or its agents. The term grievance shall not include any matter covered in any of the following provisions or portions of this Agreement: (i) Professional Development; (ii) Superintendent's discretion over the scheduling of vacation leave; (iii) Sabbatical Leave.

- (b) The aggrieved party is the person or persons who submit a grievance, or on whose behalf it is submitted, and the Association.

10.2 Procedures:

- (a) This procedure is available for use without interference, coercion, restraint, discrimination or reprisal of any kind.
- (b) Each grievance shall be submitted in writing on the attached hereto.
- (c) No grievance will be entertained later than fifteen (15) school days after the act or condition upon which the grievance is based is known to the grievant or could or should have been known.
- (d) By agreement of the Association and the Superintendent, any grievance may be submitted directly to Stage 2.
- (e) The aggrieved party and the Association shall have the right in all stages of the grievance to confront and cross-examine all witnesses on his or her behalf, and to be furnished with a copy of any minutes or a tape recording of the proceedings made at each and every stage of the grievance procedure.
- (f) The District and the Association agree to facilitate any investigation that may be required and to make available all material and relevant documents, communications, and records concerning the alleged grievance.
- (g) The existence of the procedure hereby established shall not be deemed to require any administrator to pursue the remedies here described and shall not in any manner impair the right of any administrator to pursue any other remedies available in any form.

10.3 Stages:

- (a) Stage 1: The Superintendent will meet with the aggrieved party and the Association to hear the grievance and shall respond in writing to each grievance received. If the aggrieved party is not satisfied with the response of the Superintendent, or, if no response is received within fifteen (15) school days after the submission of a grievance to the Superintendent, such aggrieved party may submit a copy of the grievance to Stage 2 within ten (10) school days after receipt or non-receipt of such response.
- (b) Stage 2: Within thirty (30) school days after receipt of the grievance, the Board shall hold a hearing on the grievance and shall respond in writing to

each grievance received. If the aggrieved party is not satisfied with the response of the Board of Education or if no response is received within thirty (30) school days after the submission of the grievance to the Board, the Association may submit the grievance to arbitration by filing a written demand upon the Board within fifteen (15) school days after receipt or non-receipt of such response.

- (c) Stage 3: The arbitration will be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding. The cost for the services of the arbitrator will be borne equally by the Board and the Association.

Article XI: Compensation

11.1 Compensation:

- (a) Each unit member shall receive a salary increase on July 1st of each year as follows: July 1, 2013 – 3.7%, July 1, 2014 – 3%, July 1, 2015 – 3%, July 1, 2016 - 3% and July 1, 2017 - 3%. Each year, the total dollar increase will be divided equally among unit members. Increases shall be added to the prior year's base salary.
- (b) All administrators will be paid through direct deposit.
- (c) A one time payment of \$2,000 will be made to each administrator for the 2013-14 year. Said payment will be added to the member's base salary.

11.2 Other Compensation:

- (a) Prior to June 30th of each year, the District will make one payment of \$1,000 for each administrator to a Tax Sheltered Annuity Plan chosen by member. Should an administrator retire or resign prior to June 30th, the payment will be prorated based on the date of retirement or resignation.
- (b) For the 2013-14 year only, any administrator eligible for the longevity payment upon the completion of the seventh (7th) year of employment shall continue to be eligible in 2013-14.
- (c) Tuition Reimbursement: Administrators will be reimbursed for graduate level courses after successful completion at a rate of 50% of the tuition cost per course with a maximum cost to the district of \$500 per course. Each administrator may apply for a maximum of three (3) classes during a calendar year (\$1,500).
- (d) Members of the unit shall be allowed to enroll their children in Brunswick Central School tuition free.

Article XII: Retiree Benefits

- (a) Administrators shall be credited for unused sick leave upon retirement at the rate of \$70 per day for each unused sick day up to a maximum of 200 days. An additional 20 days of sick leave may be accumulated by the member, which, upon retirement may only be used to pay for insurance premiums dues. Administrators may, in addition, elect to use any or all of their first 200 days to bank money for payment of health insurance in retirement.
- (b) Administrators hired after July 1, 1993 shall have in retirement the same benefits of the health and dental insurance as active administrators, except the District's annual contribution toward payment of premiums shall be 50 percent (50%). In order to be eligible for any retiree health insurance benefits, an Administrator must have, at the time of retirement, a minimum of ten years service with the District;
- (c) If the District, in its sole discretion, shall adopt a state retirement incentive during the final year of this Agreement, all Administrators, who are otherwise eligible for the same, shall be offered the opportunity to accept such incentive.

Signature Page

Brunswick Central School



Louis McIntosh, Superintendent

5/16/13
Date

Brunswick Principal's Association



Karen Lederman

5-16-13
Date

APPENDIX A

BRUNSWICK CENTRAL SCHOOL
STATEMENT OF GRIEVANCE

BRUNSWICK PRINCIPAL'S ASSOCIATION

GRIEVANCE NO.:

DATE:

AGGRIEVED PARTY:

VIOLATION, MISINTERPRETATION OR INEQUITABLE APPLICATION:

1. CONTRACT
2. RULES OR REGULATIONS HAVING FORCE OF LAW
3. LAW

TIME AND PLACE OF ALLEGED GRIEVANCE:

IDENTITY OF PARTY RESPONSIBLE FOR CAUSING SAID GRIEVANCE:

STATEMENT OF GRIEVANCE:

REDRESS SOUGHT:

AGGRIEVED PARTY

Signed: _____

Date: _____

FOR THE ASSOCIATION

Signed: _____

Date: _____

RESPONSE:

Signed:

Position:

Date: