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AD / 4669

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, 2015 – June 30, 2019

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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. Elementary Assistant Principal
 3. Jr./Sr. High School Principal
 4. Jr./Sr. High Assistant Principal
 5. Special Education Chairperson
 6. WNY Tech Academy Principal
- 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 Official 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.
6. A school day is defined as any day the school District Office is open.

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. 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 of 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.

Grievance and Review

1. Stage 1:
 - a. A grievance shall be reduced to writing by the grievant on the agreed upon form and presented to the administrator's immediate supervisor within seven (7) working days after the grievant knew or should have known of the act of condition on which the grievance is based.
 - 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.

If the grievant's supervisor is the chief school officer, this stage shall be bypassed.

2. Stage 2:
 - a. If the grievant is not satisfied with the written decision at the conclusion of Stage 1, and wishes to proceed further, the grievant shall, within seven (7) school days after the conclusion of Stage 1, present the grievance to the chief school officer.

- b. Within seven (7) school days after receipt of the appeal, the chief school officer or his duly appointed authorized representative shall meet with the grievant, or his representative, and/or all other parties in interest.

The chief school officer shall render a decision in writing to the grievant and his representative within five (5) school days after the conclusion of the meeting.

3. **Stage 3: Board Stage**

- a. If the grievance is not resolved at Stage 2, the grievant then, no later than fifteen (15) school days after the chief school officer has rendered his decision at Stage 2 above, shall submit a written notice to the chief school officer of his intent to proceed to the Board of Education. A meeting will be scheduled within thirty (30) school days following receipt of notice where both the grievant and chief school officer present their positions to the Board of Education in Executive Session.
- 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.

4. **Stage 4: 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 Board of Education has rendered their decision at Stage 3 above, the Association shall submit a written notice to the chief school officer of its intent to proceed to arbitration.
- b. Simultaneously with the delivery of the written notice to the chief school 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 once 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 violation 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 at the same hearing except by mutual agreement on writing between the Association and the District.

ARTICLE IV – WORK DAY/YEAR

All positions listed in Article II are 12 month, except the Elementary Assistant Principal. Each position will be present at school for at least eight (8) hours per day and as otherwise needed to fulfill requirements of the particular position.

The Elementary Assistant Principal will be allowed to work ten (10) additional days during the school year and will be compensated at a rate of 1/200th of his/her contracted salary.

The ten (10) month administrators' employment calendar will begin on September 1st and conclude on June 30th of each year.

ARTICLE V - EVALUATIONS

The parties agree that they will commence negotiations concerning the Annual Professional Performance Review (APPR) plan for the 2015-16 school year as soon as practicable after the adoption of regulations of the commissioner of education required by the 2015-16 budget bill. Any agreement resulting from such negotiations shall be subject to ratification by the Board of Education and the membership of ASA.

The plan outlined below will remain in effect until a new plan is negotiated.

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 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.
- H. The Association and the District agree to prepare changes to the evaluation of administrators consistent with APPR and Education Law §3012-c. The Association and District agree to review this law as soon as practicable.

ARTICLE VI – PERSONNEL FILE

Upon request of a member at reasonable times, a member shall be allowed to view in the presence of the Superintendent, or his/her designee, any material in his/her personnel file except confidential references or placement materials from colleges or universities.

No material, except confidential references or placement materials from college or universities, derogatory to the member's conduct, services, character or personality shall be placed in his/her personnel file unless such member has been notified of its existence and has had the opportunity to review the material.

The member shall have the right to attach a rebuttal to any derogatory material placed in the file.

ARTICLE VII - VACATIONS

- A. All twelve (12) month administrators shall be granted twenty-two (22) vacation days each work year.

Vacation days will be awarded on a pro-rated basis depending on date of hire/departure at a rate of 1/12th of the granted twenty-two (22) days.

- B. All ten (10) month administrators shall be granted eighteen (18) vacation days each work year.

Vacation days will be awarded on a pro-rated basis depending on the date of hire/departure at a rate of 1/10th of the granted eighteen (18) days.

All vacation days are 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	

- 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 twenty-two (22) vacation days may be used in the year preceding the date of retirement. The value of each such vacation day is 1/240th of the annual salary (minus any retirement incentive money) of the administrator.
- E. Vacation days can at no time exceed 40 banked days.
- F. Each year, administrators may cash in up to 10 unused vacation days at the rate of 1/240th of their annual salary, provided that they have earned them. During no 12 month period may administrator cash in more than 10 vacation days. Unit members will inform the Business Official in writing of his/her intention to cash in vacation days.

ARTICLE VIII - PROFESSIONAL DEVELOPMENT

The Board of Education will 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:

	<u>Non-Tenured</u>	<u>Tenured</u>
2015-16	\$1,500	\$2,000
2016-17	\$1,750	\$2,000
2017-18	\$2,000	\$2,000
2018-19	\$2,000	\$2,000

These allocations may be shared between members after written notification has been provided to the Business Office and has been approved by the Superintendent.

ARTICLE IX - DISABILITY INSURANCE/MEDICAL REIMBURSEMENT

The District will expend up to one thousand three hundred dollars (\$1,300) for disability insurance for each member of the Administrators and Supervisors Association. An administrator may elect to utilize the \$1,300 for other health related benefits not covered by insurance or life insurance.

ARTICLE X- OTHER LEAVES

- A. **Personal Illness, Family Illness and Personal Business Leave**
 1. Each unit member shall be allowed fifteen (15) 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 two hundred forty (240) 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

7. The Association agrees to indemnify and save the Board of Education and Superintendent harmless against any and all claims, demands, suits and other forms of liability that might arise out of or by reason of any action taken or not taken in respect to the deduction of dues and agency fees pursuant to this article.

ARTICLE XV – HEALTH INSURANCE

- A. The District will provide each full-time employee the Genesee Area Health Care Plan. The District will continue the dental rider for either single or family coverage as is applicable in each case.

Each unit member who is enrolled in the plan will make a twenty four percent (24%) contribution.

- B. Effective July 1, 2009, all newly hired unit members will enroll in the GAHP D-2 health insurance plan. These members may opt for the Genesee Area Healthcare Plan PPO plan, but will pay the total premium difference between the two plans as well as the employee share of the D-2 Plan.

Effective July 1, 2015, all tenured administrators may opt to enroll in the GAHP PPO plan with the same level of benefits/contributions as administrators hired prior to July 1, 2009.

Unit members hired prior to July 1, 2009, may opt to participate in the GAHP D-2 Plan. They may return to the GAHP PPO plan at the same level of premium as the others in the plan without penalty during open enrollment periods.

For those enrolled in the GAHP D-2 plan family plan ONLY, the District will annually contribute \$1,450 to a Health Reimbursement 105(h) account. For those enrolled in the GAHP D-2 single plan ONLY, the District will annually contribute \$750 to a Health Reimbursement 105(h) account.

- C. Retirement portability and year-to-year rollover are available regardless of the length of time in the GAHP D-2 plan.
- D. Vision care. Any member who wishes can elect to obtain the Genesee Area Health Care single or family vision care options at their own expense. The District will allow payroll deductions.
- E. The District will maintain a Section 125 Flexible Spending Plan paying both the start up and administrative fee costs so long as the cost of such administration shall not exceed the resultant FICA and other savings from pre-tax deduction.

- F. There shall be provided a buy-out option of \$2,000 per family \$1,600 per single (if applicable) per year for members who are enrolled in a non-school sponsored health insurance program upon proof of coverage. In a case where the District employs a member and spouse, the member or spouse may enroll in the health care program; however, the member is not eligible for the buyout if the spouse enrolls in the health care program. Members are to be permitted to re-enroll upon change in circumstances whereby they are no longer covered under other insurance or where such coverage has been discontinued. Unit member may also change their election during an open enrollment period.

ARTICLE XV – RETIREMENT BENEFIT

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 (12) 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.

The Association reserves the right to negotiate a retirement incentive package with the Superintendent of Schools. All retirement incentives are subject to final approval by the Board of Education.

ARTICLE XVII - 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 ACTON

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 THEREFOR, 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 that are contrary to or inconsistent with its terms.

2. The parties acknowledge that each had the unrestricted right and opportunity to make demands and proposals during the course of negotiations which resulted in the Agreement with respect to any subject or matter pertaining to wages, hours, or working conditions. The parties agree that all proposals to be considered have been discussed during negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, prior to September 2015, preceding the termination date of this Agreement unless mutually agreed upon by the parties. However, if the District desires to change any terms or conditions of employment which have an impact on the bargaining unit, it will notify the Association in writing and the Association will have the right to negotiate with the district, provided it files a request with the District, within five (5) school days after receipt of the notices.

ARTICLE XVIII - SIGNATURES

THIS AGREEMENT is made and entered into on the 25 day of June, 2015, by and between the District and the Association.

For the District:

C Kosiorek 6/25/15
Casey Kosiorek Date
Superintendent of Schools

For the Association:

Donna Moscicki 6/25/15
Dr. Donna Moscicki Date
Association President