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Contract Database Metadata Elements

Title: **Floral Park-Bellerose Union Free School District and Floral Park-Bellerose Administrators Association (2018)**

Employer Name: **Floral Park-Bellerose Union Free School District**

Union: **Floral Park-Bellerose Administrators Association**

Local:

Effective Date: **07/01/2018**

Expiration Date: **06/30/2022**

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AD/9786

7/1/19

AGREEMENT made this 11th day of October 2018, by and between the Floral Park-Bellerose U.F.S.D. and the Floral Park-Bellerose Administrators' Association, effective July 1, 2018.

ARTICLE I RECOGNITION AND NO STRIKE PLEDGE

A. Recognition: The Association, having been designated as representative by a majority of the unit as defined in Par. "C" below, is hereby recognized as the exclusive negotiating representative of all members of the unit provided, however, that this exclusive recognition shall not preclude an employee from presenting grievances to the District or its representative(s) subject to the provisions of Article XX, and having those grievances adjusted without the Association's intervention, as long as the adjustment is not inconsistent with the terms of this Agreement and, provided further, that the Association has been given the opportunity to be present at the adjustment.

B. Representation Status: The Association shall be entitled to unchallenged representation status for the maximum period permissible under Article 14 of the Civil Service Law.

C. Unit: For purposes of this Agreement, the term "Unit" refers to all Principals and Assistant Principals and the Curriculum Coordinator, excluding temporarily appointed employees.

D. No-Strike Pledge: The Association agrees to comply with all of the terms of Article 14 of the Civil Service Law.

ARTICLE II DURATION OF AGREEMENT

This Agreement shall be effective and retroactive to July 1, 2018 and shall continue in full force and effect until June 30, 2022. All provisions of this Agreement shall remain in full force and effect until it is amended in writing by both parties. Thereafter, it shall automatically renew itself for periods of one year unless either party notifies the other in writing by certified mail, by no later than December 12 of the year preceding the expiration date of the Agreement, that it wishes to amend and/or modify the Agreement.

ARTICLE III COPIES OF AGREEMENT

Copies of this Agreement shall be reproduced at the expense of the District and given to all unit members. Effective October 11, 2018, the District will provide electronic copies of this Agreement to all unit members.

ARTICLE IV LEGAL RIGHTS

Nothing contained in this Agreement shall be construed to deny or restrict to any unit member, or to the District or its representatives, rights he she or they may have pursuant to the

7/1/18 - 6/30/22

New York State Education, Civil Service or other applicable laws. The District shall provide legal counsel to unit members as required by law.

ARTICLE V ASSOCIATION FACILITIES AND RIGHTS

Mail Facilities: The Association, without prior censorship, approval or notification, may use the existing intra-District mail service, administrator mail boxes and intranet (including email), provided that all of these communications are Association business-related and clearly labeled as such. Copies of boxed material shall be sent to the Superintendent of Schools at the time of boxing.

ARTICLE VI MEETINGS AND COMMITTEES

The Superintendent of Schools will, if so requested, meet with Association representatives monthly during the school year (September through June).

ARTICLE VII DEDUCTIONS FOR PROFESSIONAL DUES

So long as the Association is the unit's exclusive representative, the District shall cause to be deducted from the semi-monthly check of unit members who submit dues check-off authorization in writing to the District or its designated representative(s) for Association dues, in an amount to be determined by the Association in accordance with a written memorandum thereof to be filed by it with the District. The Association shall be permitted to make dues check-off authorization available through the schools. Any unit member may rescind and revoke their authorization by written notice to the Association and the Superintendent of Schools.

ARTICLE VIII BOARD PREROGATIVE

The establishment of policy is the prerogative of the Board.

This Agreement shall constitute the full and complete commitment between the parties and may be altered, changed, added to, deleted from or modified only through their voluntary, mutual consent in a written and signed amendment to this Agreement.

This Agreement shall supersede any policies, rules, regulations or practices of the District or Board which shall be contrary to or inconsistent with the terms of the Agreement.

Any individual agreement, arrangement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this Agreement.

ARTICLE IX WORK YEAR

The work year for Principals shall be 11 months in duration. Principals shall have 23 days off during the summer. Those days will be taken during the period commencing with the 11th working day in July through and including the 11th working day prior to the scheduled return of teachers to work following the summer recess, except that the Superintendent and the Principal may mutually agree upon a different schedule. Additionally, should a change in the

teachers' start date result in there being fewer than 23 days during the summer period, the days off shall be taken by mutual agreement of the Superintendent and the Principal at another time.

The work year for Assistant Principals shall be 10 ½ months in duration. The summer recess shall commence beginning on the 6th working day in July and continue through and including the 6th working day prior to the scheduled return of teachers to work following the summer recess. This schedule may be changed by mutual agreement between the Superintendent and the Principal.

ARTICLE X PROFESSIONAL DEVELOPMENT

The District shall appropriate \$6,000 in each school year for a Professional Development Fund which shall be used to reimburse unit members for tuition expenses related to their satisfactory completion of professional development courses in an education-related field. Requests for reimbursement shall be made on or before the following July 15 to the Superintendent of Schools and accompanied by documentary evidence satisfactory to the District evidencing the unit member's payment for the course as well as an official transcript evidencing the unit member's satisfactory completion of the course. In order to be eligible for reimbursement, the course(s) in question must have been submitted to and approved by the Superintendent of Schools in writing prior to being taken. The Superintendent's discretion in granting or denying requests shall not be exercised in an arbitrary or capricious manner.

Not more than \$5,000 from the Fund may be used annually to reimburse all unit members for the tuition costs of approved graduate level courses, and not more than \$1,000 may be used to reimburse all unit members for the tuition costs of approved in-service programs.

No unit member shall be reimbursed for more than \$3,000 per year. Of that amount, not more than \$2,500 may be used to reimburse tuition costs of approved graduate level courses and not more than \$500 may be used to reimburse for the tuition costs of approved in-service programs.

ARTICLE XI LEAVE

A. Sick Leave and/or Personal Leave

12 days sick leave and three days personal leave per year, with unlimited accumulation, will be granted to each unit member for purposes of sick leave and/or personal leave, or the serious illness of the unit member's spouse, children or parents, providing that the spouse, children or parents are dependents of the unit member or dependent upon him/her, or used for personal business purposes as defined in sub-Par. "C." Inasmuch as continuous incidental absence is not conducive to providing children with a proper education, the District reserves the right to take the appropriate action relative to an employee's absence and to seek the necessary means of correcting the situation.

Further extension of Sick Leave shall be at the discretion of the Board.

B. Professional Leave

Application for professional leave to attend education programs, institutes, workshops and conferences shall be made and submitted for approval to the Superintendent of Schools. All reasonable expenses of attendance shall be reimbursed by the Board.

C. Personal Business Days

Each unit member shall be entitled, if needed, to Personal or Business days, being defined as follows:

1. Legal Matters

House closings; income tax hearing, adoption proceedings; and court appearances.

2. Ceremonies

Graduation of unit member, spouse or child from high school or college (effective October 11, 2018, "from high school or college" will be deleted); day of wedding ceremony; Confirmation.

3. Education

Required educational examinations (effective October 11, 2018, related to District-held or desired position); required visits by parents to colleges.

4. Religious Observances

Religious holiday observances of the unit member's particular faith not provided for in the regular school calendar.

5. Funerals

Attendance at funeral services of a person, other than in the immediate family (see Section "D," below), the nature of whose prior relationship to the unit member warrants that attendance.

6. Any other reason deemed valid by the Superintendent of Schools, acting at his/her discretion.

7. Except in the case of extenuating circumstances and where possible, at least one day's notice shall be given prior to taking personal leave.

D. Compassionate Leave

Each unit member shall be entitled, if needed, to five days of compassionate leave for each death in the immediate family. For purposes of this provision, "immediate family" shall include spouse, children, parents, brothers, sisters, mother-in-law, father-in-law, and other permanent members of the immediate household. In addition, if needed and available, additional days will be charged to the unit member's Sick-Personal leave.

Employees will have the option of receiving pay rather than time off for a total of not more than five days per fiscal year at the same calculation rate set forth in Article XVII(B), provided written notice is provided to the Superintendent of Schools or designee, on a form prepared by the District after notice to the Association, by not later than December 31 of that year. The payment will be made in the last payroll period of the year. Bought-back days may be reaccumulated for time-off purposes, but may not be reaccumulated for payment purposes and will be deducted from the 225 day cap set forth in Article XVII(B) at a rate of four days for each day bought-back.

ARTICLE XII PROFESSIONAL BEHAVIOR

A. Unit members are required to comply with rules, regulations and directives adopted by the Board or its representatives, provided that the implementation of these rules, regulations or directives do not threaten their physical safety or well-being.

B. The Association recognizes that abuse of Sick Leave or other leaves, chronic tardiness or absences, deficiencies in professional performance, and other violations of this Agreement, the policies, By-Laws and regulations of the Board by unit members reflect adversely upon the profession and create undesirable conditions in the District. Accordingly, the Association shall use its best efforts to correct breaches of professional behavior by any unit member. Action by the Association shall not, however, be deemed a condition precedent to action by the District.

C. All reprimands, warnings or disciplinary action for any alleged infraction of this Agreement, the policies, By-Laws and regulations of the Board shall be administered privately provided, however, that the unit member shall have the opportunity, if he/she so desires, to request the presence of a representative of the Association at that time. If the unit member has a representative present, the District may have one too. If a written memo thereof is to be made and included in the record of the unit member, the unit member shall have the opportunity to review the memo and to note his/her comments thereon (effective October 11, 2018, within 20 working days of receipt).

D. A unit member will have the right to grieve all alleged inaccurate or false materials placed in the unit member's personnel file. The unit member shall have the right to request the photostating of all documents in the unit member's personnel file. All documents shall be dated. The unit member shall be given a copy of any document prior to its inclusion in the file.

ARTICLE XIII REDUCTIONS OR CONSOLIDATIONS

Should the necessity arise for reductions in unit personnel, or should it be determined that the District shall be consolidated with other districts or portions thereof, the District will notify the Association of that decision and consult with it concerning the effects of the reduction or consolidation. The final decision as to the reduction or consolidation, including the manner in which it shall be effectuated and the effects thereof, shall rest with the District.

ARTICLE XIV OUTSIDE ACTIVITIES

Unit members shall have the right, consistent with law, to engage in lawful outside activities.

ARTICLE XV MEDICAL EXAMINATIONS

Whenever the District requires a unit member to submit to a medical examination by a physician of the District's choice in order to determine the physical or mental capacity of the unit member to perform his/her duties, the unit member shall be entitled to be accompanied by a physician or other person of his/her choice. The District shall pay the cost of this medical examination.

ARTICLE XVI EVALUATION

Unit members shall be evaluated annually by their immediate supervisor (i.e., the Principal or the Superintendent of Schools).

ARTICLE XVII TERMINAL LEAVE

A. Eligibility

(1) The unit member is eligible for service retirement and meets the necessary requirements for retirement as defined by the New York State Teachers' Retirement System.

(2) The unit member has served in the District for not less than 10 years or the unit member resigns after 20 years of service in the District.

(3) The unit member submits and duly executes an application for retirement, or a letter of intent to vest retirement benefits, or a letter to resign.

(4) The benefits described below shall be available to unit members who resign after 20 years of service in the District and who have submitted a letter of resignation and shall be available to unit members age 55 and older with no less than 10 years of service in the District who have submitted and duly executed an application to retire or a letter of intent to vest retirement benefits. This correspondence must be submitted to the Superintendent of Schools prior to February 1 of the school year in which the unit member intends to retire or resign.

(5) In addition, effective October 11, 2018, and notwithstanding CBA Article VIII or any other contrary CBA provision, the District may negotiate with individual bargaining unit members regarding the terms and conditions of their Terminal Leave pursuant to CBA Article XVII(A)(4) upon separation from employment with the District. The Association will be made a party to, and must ratify, any proposed agreement reached pursuant to this paragraph before the agreement is considered for ratification by the Board of Education. This provision will sunset and be of no further force and effect as of 11:59:59 p.m. on June 30, 2022.

B. Compensation

All unused sick leave shall be cumulative for purposes of a terminal payment upon the unit member's resignation or retirement. This payment shall be calculated on the basis of 1/210 for 10.5 month employees and 1/220 for 11 month employees of the annual salary of the unit member during his/her last year of service for each four days of accumulated leave with a cap of 225 days.

C. Payment

The District shall make payment of these benefits on or about July 1 (effective October 11, 2018, July 31) following the last day of the school year in which application was made for the benefits.

ARTICLE XVIII COMPENSATION AND FRINGE BENEFITS

A. Salary

Effective and retroactive to July 1, 2018, each Member's base salary will be as per Appendix "A." Effective July 1, 2019, each Unit Member's base salary will be as per Appendix "A." Effective July 1, 2020, each Unit Member's base salary will be as per Appendix "A." Effective July 1, 2021, each Unit Member's base salary will be as per Appendix "A."

B. Doctorate

Unit members who earn a doctorate degree in an education-related field following January 11, 2010 shall receive an additional annual salary payment of \$1,000.

C. Pension

This is provided as required by law.

D. Section 403(b) Plan

The District has authorized a plan for unit members in accordance with provisions of Internal Revenue Code Section 403(b) and the MOA dated June 13, 2005 between the District and the Teachers Association (attached as Appendix "B").

E. Health Insurance

This is available to eligible unit members pursuant to the New York State Health Insurance Plan. Unit members shall contribute 20% to the health insurance premiums.

In addition, any unit member who has a spouse who also has family health insurance plan coverage with any private or public employer may, at the unit member's option, choose to drop coverage pursuant to the District's health insurance plan. If the unit member decides to select this option, the unit member may opt to receive a \$2,000 cash benefit. The buyout period must coincide with the annual option transfer period to allow enrollment in NYSHIP or an alternate plan at the end of the buyout period. An employee covered by NYSHIP seeking to receive the declination payment must provide proof of insurance coverage other than that provided by NYSHIP. Effective October 11, 2018, the preceding sentence will be deleted. An employee who accepts the health insurance buyout will not be allowed to re-enroll in NYSHIP until the end of the buyout period unless the employee experiences a qualifying event. An employee who wishes to enroll in NYSHIP during a buyout period must provide the District with adequate documentation to establish that a qualifying event occurred. This option will be exercised on a yearly basis, with the initial selection continuing unless changed by the unit member. The unit member shall will give the Superintendent of Schools at least 30 calendar days' written notice of intent to select this option.

The parties acknowledge that certain restrictions have been incorporated herein as a result of New York State Department of Civil Service Employee Benefits Division Policy Memorandum 122r3. The Association, as a material inducement to the inclusion of the restrictions added to this paragraph, specifically reserves the right to challenge the legality of the terms of the Memorandum and nothing in this paragraph will be deemed to constitute agreement with or ratification of the terms of that Memorandum or a waiver of the Association's ability challenge it in any forum. Effective October 11, 2018, this paragraph will be deleted.

The unit member will have the right to reapply for coverage pursuant to the District's health insurance plan by submitting a written request to the Superintendent of Schools that the unit member desires coverage pursuant to the District's health insurance plan and in accordance with the regulations of that plan with regard to reentry into the plan. In this event, the unit member shall be eligible for the \$2,000 cash benefit on a prorated monthly basis depending upon the total number of full months out of the plan during the applicable year.

If either party proposes a change in the Insurance Carrier that will provide coverage and benefits for employees, retirees and dependents comparable to existing coverage and benefits at cost equal to or less than current cost, then neither party shall arbitrarily reject the proposal but shall give it full and due consideration. Upon mutual consent, the change shall be effectuated.

If two employees are currently receiving (or are eligible to receive) family health benefits through the District, only one will be permitted to continue to receive family level coverage. The employee whose coverage changes from family to individual coverage will not be entitled to the health insurance buyout. If the employee chooses to decline to receive individual coverage, then the employee will be eligible for the buyout of the individual coverage. The employee may

reinstate coverage in the event of an emergency causing the loss of the other employee's health insurance, consistent with the rules and regulations of the health insurance plan and applicable laws and regulations.

F. Dental Plan

The District will continue to provide 100% of the premium cost for coverage for the High Option II (Plan VI) Plan. If two employees are currently receiving (or are eligible to receive) family dental insurance benefits through the District, only one will be permitted to continue to receive High Option II (Plan VI) coverage.

G. Section 125 Plan

The District has adopted an IRC Section 125 Plan which includes and is limited to health and dental premium conversion and the health insurance buyout as set forth in Article XIX(E).

H. Section 457 Plan

Employees will be permitted to participate in the District's Section 457 tax sheltered annuity program. An employee utilizing this Program must first execute an indemnification agreement prepared by the District pursuant to which the employee will indemnify and save and hold the District and any and all of its employees, representatives, officers and/or members of the Board of Education (collectively "employees") harmless against any and all claims, demands, suits or other forms of liability which may arise out of, or by reason of, any action taken or not taken by the District or any of its employees for the purpose of complying with this provision and State law, except any actions that may arise out of criminal and/or tortious acts or omissions on the part of the District or its employees that are not attributable to an act or omission by the employee or the employee's agents.

ARTICLE XX GRIEVANCE PROCEDURES

Unit members may present grievances free from coercion, interference, restraint, discrimination or reprisal.

"GRIEVANCE" shall mean any claimed violation, misinterpretation or inequitable interpretation or inequitable application of any term or provision of this Agreement.

The procedural stages shall be as follows:

STEP ONE, PART I

The grievance shall be submitted by the unit member in writing, setting forth the specific nature of the grievance and the facts relating thereto, to the unit member's immediate supervisor (i.e., the Principal or the Superintendent of Schools or designee), within 10 working days of when the unit member knew, or should have known, about the facts resulting in the grievance

being filed. The grievant and the immediate supervisor shall attempt to informally resolve the grievance.

STEP ONE, PART II

In the event that the grievance is not resolved at Step One, Part I, the Principal or Superintendent of Schools or designee, as appropriate may, within 10 working days of his/her receipt of the grievance, hold an informal hearing at which the unit member or Association, or both, may appear and present oral and/or written statements. The Superintendent of Schools or Principal, as appropriate, shall issue his/her written decision within 10 working days of his/her receipt of the grievance and/or the conclusion of the informal hearing, whichever is later, and shall transmit the decision to the grievant and the Association.

STEP ONE, PART III

If the grievance was filed by an Assistant Principal and was not resolved at Step One, Part I or II, or if no decision was rendered within the specified time limit, the Assistant Principal will present the grievance to the Superintendent of Schools or designee within 10 working days of his/her receipt of the denial of the grievance or the deadline by which to respond to the grievance at Step One, Part II, as appropriate. The Superintendent of Schools or designee shall hold an informal hearing at which the Assistant Principal or Association, or both, may appear and present oral and/or written statements. The Superintendent of Schools or designee, as appropriate, shall issue his/her written decision within 10 working days of his/her receipt of the grievance and/or the conclusion of the informal hearing, whichever is later, and shall transmit the decision to the grievant and the Association.

STEP TWO

If the grievance was not resolved at Step One, Part I, II or III, as appropriate, or if no decision was rendered within the specified time limit at the appropriate Step and Part, only the Association may submit the grievance to advisory arbitration, by written notice to the Board of Education through the Superintendent of Schools within 15 working days of the Association's receipt of the decision at Step One, Part I or Part II, as appropriate. The Arbitrator shall be selected in rotating alphabetical order from the following panel: Howard Edelman, David Stein, Bonnie Siber Weinstock. Any arbitrator(s) may be removed from the panel by a party upon written notice to the other to be received by that party by not later than December 1 each calendar year. Should this occur, the parties shall immediately meet to attempt to agree upon a replacement(s). Failure to agree upon a replacement(s) shall not be subject to the grievance or arbitration procedure, PERB or court jurisdiction, or other third party review, except that, if the panel contains fewer than two members for one or more months, then a party shall have the unilateral option, on written notice to the other, to replace the panel for grievances not then pending with arbitration through the American Arbitration Association as specified in the Teachers Agreement. The decision rendered by the arbitrator shall be advisory only and shall not be binding upon the District. The advisory decision shall be transmitted to the Board of Education, which shall be the final arbiter of the grievance. All costs and fees of the arbitrator shall be borne equally by the District and the Association.

ARTICLE XXI CONFLICT WITH STATUTES AND LAW

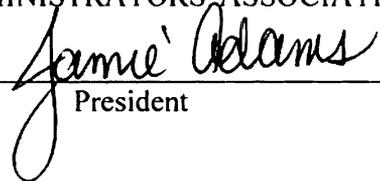
In the event that any provision hereof is in conflict with law or any statute now or hereafter in effect, the law or statute shall prevail, but the balance of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto duly executed this Agreement the day and year first above written.

FLORAL PARK-BELLEROSE UNION FREE
SCHOOL DISTRICT

By 
Superintendent of Schools

FLORAL PARK-BELLEROSE DISTRICT
ADMINISTRATORS' ASSOCIATION

By 
President

Appendix "A"

NAME	POSITION	2018-19	2019-20	2020-21	2021-22
Adams, Jamie	Principal, FPBS	159,155	163,532	168,029	173,070
Cvitkovich Fazio, Susan	Principal, JLCS	145,200	149,193	153,296	157,895
Kawas-Siebert, Dominique	Asst. Principal, FPBS	117,934	121,177	124,510	128,245
Kristina, Lynch	Asst. Principal, JLCS	117,212	120,435	123,747	127,460
Meyer, Sharon	Curriculum Coordinator	124,738	128,168	131,693	135,644