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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, 2019 – June 30, 2023

7/1/19 - 6/30/23

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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 and the Director of Instructional Services 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 grievances 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. 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.

ARTICLE V - EVALUATIONS

Unit members will be evaluated pursuant to the District's Annual Professional Performance Review (APPR) Plan, which is subject to change in accordance with the Education Law and applicable regulations. Any changes to mandatorily negotiable portions of the APPR must be made by written agreement between the District and the Association. Reference to the Annual Professional Performance Review (APPR) in this Agreement is for informational purposes only.

The APPR is a stand- alone document and is not subject to the grievance and arbitration procedures set forth in this Agreement.

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-three (23) 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-three (23) days.

All vacation days are exclusive of weekends and the following days:

New Years Day
Martin Luther King Day
President's Day
Good Friday
Easter and Monday following

Memorial Day
July Fourth
Labor Day
Columbus Day
Veteran's Day

Thanksgiving Day
Friday after Thanksgiving
Christmas Eve

Christmas Day
New Years Eve

- B. 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.
- C. At retirement, the cash payment to an administrator for unused vacation days will not exceed twenty-five (25) days. No more than twenty-three (23) 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.
- D. Vacation days can at no time exceed 40 banked days.
- E. 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>
2019-20	\$2,000	\$2,000
2020-21	\$2,000	\$2,000
2021-22	\$2,000	\$2,000
2022-23	\$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.

The administrator shall provide the Business Office with satisfactory documentation showing the cost of the professional development program and the administrator's attendance at such professional development program.

ARTICLE IX – HEALTH RELATED BENEFITS AND DISABILITY INSURANCE STIPEND

The District will provide a stipend in the amount of \$1,600 annually for each member of the Association to utilize for health related benefits, disability insurance or other such purpose. This stipend will be paid in two equal installments, the first in July and the second in January. The amount paid to the administrator shall be reported on Form W-2 as taxable income to the administrator.

ARTICLE X- CELLPHONE STIPEND

All members will receive an annual stipend in the amount of \$800 to be paid in June for the purchase and maintenance of a cellular phone and a suitable plan. The administrator shall provide the cellular phone number to the District and will carry the phone during work hours.

ARTICLE XI- 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 during the school year, personal leave shall be added to accumulated personal illness leave.
3. Sick/personal leave with pay may not be taken on days immediately preceding or following holidays or vacation periods for the purpose of lengthening the vacation. Sick/personal leave with pay may not be taken when the employee retires from service, resigns from service, or is on a granted leave of absence.

B. Parental Leave

Each unit member shall be granted parental leave in accordance with the Family Medical Leave Act of 1993. Additional parental leave time may be requested at the discretion of the Board of Education.

C. Bereavement Leave

Each unit member shall be allowed to request up to four (4) days with full pay during any school year to cover death in the immediate family. Immediate family shall be defined as father, mother, step-father, step-mother, current spouse, brother, sister, child, step-child, current father-in-law, current mother-in-law, grandparents and, others at the discretion of the Superintendent.

D. Jury Duty

Any unit member called for jury duty and/or required to serve on a jury, or to be a witness under a subpoena not involving personal business shall be allowed his full pay as an employee of the District for a total of up to ten (10) school days per year, except in a case where an individual on his initial tour of jury duty is held over for a court proceeding beyond the ten (10) day limit.

ARTICLE XII SALARY/BENEFITS

A. Salary Increases

2019-20 – 4%
2020-21 – 3%
2021-22 – 3%
2022-23– 3%

B. Longevity

- a. After three (3) years of administrative service with the District: \$1,000 longevity payment will be added to the base beginning with the 4th year of service.
- b. After five (5) years of administrative service with the District: \$1,000 longevity payment will be added to the base beginning with the 6th year of service.
- c. After ten (10) years of administrative service with the District: \$1,000 longevity payment will be added to the base beginning with the 11th year of service.

C. Stipends

Annual \$2,000 stipend awarded to the Elementary and Jr/Sr High School Assistant Principals as compensation for additional assignments, authorized by the Superintendent, throughout the school year.

ARTICLE XIII – PAYROLL SCHEDULE

All members will participate in a direct deposit program with the member's choice of bank. In the event that a member does not have a bank account, the District will work with the member to establish an account prior to the first payroll date for which the member is eligible.

ARTICLE XIV – PAYROLL DEDUCTIONS

A. Miscellaneous Deductions

Each member shall be entitled to payroll deductions for the annuity program, professional dues, retirement plan, repayment of retirement loans and payments to the credit union. Such deductions shall continue throughout the school year and be payable in equal biweekly amounts.

1. Tax Sheltered Annuities

Members may participate in a tax sheltered annuities program. The administration of such program shall be handled by the Board of Education.

2. Dues Deduction

The District agrees to deduct from the salaries of its employees dues for the School Administrators Association of New York State (SAANYS) as said members individually and voluntarily authorize the District to deduct, and to transmit the monies promptly to the local Association. Member's authorizations shall be submitted in writing on the form provided by the Association. The amount of the biweekly deductions shall appear on the authorized cards.

3. Agency Fee

- a. It is agreed that ASA has the right to assess all members in the bargaining unit an agency fee.
 - b. The District will deduct the agency fee, as provided in the Taylor Law, from the paychecks of those members of the unit who do not have a dues deduction card on file, and transmit monies so deducted to the Association. Deduction and transmittal of the agency fee shall be done in the same manner as that of Association dues.
4. The Association shall certify to the District in writing the current annual and biweekly rate of its membership dues and agency fee. If the rate of its membership dues changes, the Association shall give the District thirty (30) days notice prior to the effective date of such change.
 5. Deductions for dues and agency fee shall be made in twenty-six (26) equal payments, beginning with the first payroll of the school year.
 6. Dues deduction authorization shall be continuous until revoked in writing.
 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 that the administrator and his/her "expected tax family" (the individuals he/she expects to list as dependents on his federal tax return, e.g., spouse, children) have alternative health insurance coverage through another employer that meets the standards of the Affordable Care Act (ACA) and any accompanying law or regulation." 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.
- G. In the event that the district or its carrier become subject to the Internal Revenue Code Section 49801 Excise Tax on High Cost Employer-Sponsored Health Coverage ("Cadillac Tax") pursuant to the Affordable Care Act, then the district may, upon due notice in writing to the Association, reopen provisions of this Agreement for negotiations related to any health benefit that triggers or increases the amount of the Cadillac Tax.

ARTICLE XVI – 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.

