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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
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AGREEMENT
TERMS AND CONDITIONS OF EMPLOYMENT
BETWEEN THE
PINE BUSH CENTRAL SCHOOL DISTRICT
AND THE
PINE BUSH ADMINISTRATORS' ASSOCIATION
EMPIRE STATE SUPERVISORS AND ADMINISTRATORS ASSOCIATION
JULY 1, 2004 THROUGH JUNE 30, 2008

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT, effective July 1, 2004 by and between the Pine Bush Central School District, and the Pine Bush Administrators' Association, Empire State Supervisors and Administrators Association.

ARTICLE I - MEMBERSHIP

A. This agreement of terms and conditions of employment, executed between the Pine Bush Central School District (the "District") and the Pine Bush Administrators' Association Empire State Supervisors and Administrators Association (the "Administrators"), shall apply to those persons holding appointment in the Pine Bush Central School District in the ADMINISTRATIVE TENURE AREA, except for the positions of Superintendent of Schools, Assistant Superintendent of Schools and Human Resources.

B. Association Rights

After the close of school on school days, the Unit shall have the right to use designated areas in school buildings for meetings provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Superintendent in advance. All requests for building use shall conform to District rules and regulations provided, however, that there will be no cost to the unit for such meetings as long as no overtime custodial costs to the District are involved.

ARTICLE II - RE-OPENERS

Both parties agree that negotiations for a successor agreement will commence not later than three months prior to the expiration date of this agreement. Either party may initiate

negotiations by the submission of written demands to the other. In the absence of such submission of demands, this agreement will be construed a continuing contract and will remain in effect until a successor agreement is arrived at.

ARTICLE III - TERMS OF EMPLOYMENT

A. All persons covered by this agreement will hold an appointment in strict accordance with the appropriate provisions of Education Law, and/or the Regulations of the Commissioner of Education.

B. The work year for twelve month administrators will be from July 1 through June 30, including all work days except as provided for in this Agreement. The work year for the ten month administrators will be from September 1 through June 30, including all work days except as provided for in this Agreement.

Twelve month Administrators will receive the following holidays provided the District is closed for instruction:

July 4 th	Christmas (two days)
Labor Day	New Year's (two days)
Rosh Hashanah	Martin Luther King Day
Yom Kippur	Presidents' Holidays
Columbus Day	Good Friday
Veterans' Day	Memorial Day
Thanksgiving Day	
Day following Thanksgiving	

If the above holiday falls on a weekend, an additional day will be given. Ten month Administrators would receive the above listed holidays with the exception of July 4th.

C. Each Administrator will maintain a telephone number at the place of residence, and such number will be kept on file with the District Office and made known to staff within each building as appropriate.

D. Administrators shall be encouraged to attend professional meetings and conferences. The District shall reimburse Administrators for expenses incurred from such attendance. Permission to attend meetings and conferences shall be subject to the approval of the Superintendent. Should a request be denied, the Administrator may request the reason for such denial. Both the request for explanation of denial and the reason for denial, shall be in writing.

E. The Superintendent and representative of the Association shall meet regularly on a monthly basis to discuss matters relating to the implementation of this contract. The meeting shall be scheduled at a mutually convenient time. The agenda will be drawn up by the Superintendent and the President of the Association at least one (1) day in advance of meetings. Under no circumstances will these meetings be used to negotiate or renegotiate the terms of the Agreement. Nor, will such meetings substitute for or replace any administrative and/or curriculum meetings scheduled throughout the year.

F. 1. No material critical of an Administrator shall be placed in any file unless the Administrator shall first have an opportunity to read the material. The Administrator shall be given an opportunity to acknowledge that he/she has read such material by affixing his/her signature to the file copy. The signature shall indicate that he/she read the material to be filed, and shall not necessarily indicate agreement with its content.

2. The Administrator shall have the right to respond in writing within thirty (30) days to any material filed, and his/her response shall be attached to the file copy.

3. Upon request of the Administrator, he/she shall be permitted to examine the contents of the file. The examination shall be made in the presence of the person responsible for safekeeping the file. Privileged or confidential information relating to an Administrator's past employment or schooling should not be subject to such examination.

ARTICLE IV - BENEFITS

A. Each Administrator will be entitled to twenty-three (23) days paid vacation per year, with a schedule of vacation to be submitted for approval by the Superintendent in advance. Assistant Principals will be permitted to take up to ten (10) vacation days when school is in session. Up to seven (7) unused vacation days may be carried forward into the following year and accumulated to a maximum of twenty-five (25) days. An administrator may request cash payment for up to a maximum of ten (10) accumulated vacation days per year. The administrator must apply by March 1st of the fiscal year prior to the fiscal year in which the payout is made. The payout shall be at a rate of 1/240th of the contract salary for the fiscal year in which the request is made. Administrators in extenuating circumstances may request permission from the Superintendent for a buyout after the March 1st deadline. The granting of this request will not be precedent setting and denial will not be grievable.

In the first year of employment, an administrator may request permission to carry additional days forward. Administrators in extenuating circumstances may request permission

from the Superintendent to carry forward additional unused vacation days. The granting of these days will not be precedent setting and denial will not be grievable.

B. Health insurance contribution is set at 7.5% for all employees the first year of the contract, then set at 10% for all employees thereafter. The specific plan to be provided to each Administrator will be that plan which is offered generally to the teachers.

The District shall allow separate individual family insurance coverage for employees who are spouses, with the insurance carrier assuming liability for the primary insured, and the Pine Bush Central School District assuming liability for the family health coverage for the other member of the spousal pair. In such cases, each spouse will make an annual election of their family plan coverages (For example, presently each individual spouse is entitled to maintain different individual family coverage. Family Plan A pays \$125 for well care, while Family Plan B does not. If the administrator elected to continue Family Plan A and the spouse elected Family Plan B, then the District will be responsible to reimburse the administrator as if the Family Plan A coverage had been in full force and effect.) and then the following will apply: the spouse of the administrator will be identified as the primary insured and the administrator, together with any dependents, will be covered under the family plan coverage of the plan selected by the spouse. The primary insured will have full family coverage as provided by the district by its insurance carrier. The administrator will be provided full family coverage under the plan they select, with the Pine Bush Central School District acting in the same manner as the present insurance carrier, with the proviso that:

- (1) The employees and/or their dependents will not receive any lesser benefit or coverage nor incur any out-of-pocket costs, increased deductible costs, or co-pay expenses than if their two individual family plans had been continued with the insurance carrier.
- (2) Should the person identified as the primary insured cease to be insured by the District for any reason, or in the event of separation or divorce, their spouse will automatically be insured as the primary insured and any eligible dependents will remain covered under the family plan coverage. This re-entry into the plan will be guaranteed and without any restrictions due to pre-existing conditions or extra premiums cost to the administrator than that applicable to the administrators in that year.
- (3) The coverage limitations for maintaining two separate individual family coverages (two million dollars per eligible family member) will not be diminished in implementing the instant spousal program. The Pine Bush Central School District will secure catastrophic insurance coverage to guarantee this benefit.
- (4) Upon retirement, the benefits to which either of the married employees would have been entitled to under separate family plans will be maintained.

Employees who decide not to participate in the health insurance plan shall receive one lump sum payment of \$1,800. To be eligible for this provision employees shall notify the District in writing, on or before June 1 of the preceding school year, of their intention to waive health insurance coverage. Employees must also demonstrate that they have alternative health insurance coverage. Employees can re-enter during any year if they can show that the alternative health insurance coverage is no longer available under the same terms. All payments will be made in June of the fiscal year for which coverage is waived. Re-entering employees will receive a pro-rated payment for the period of absence from the plan.

Each Administrator will be entitled to dental insurance. Each Administrator will be entitled to term Life Insurance equal to the Administrator's annual salary. The specific plan to be provided to each Administrator will be that plan which is offered generally to the District. The District will pay the full cost of these insurances.

Each Administrator will be entitled to purchase at his/her own expense additional term life insurance provided such is available through the District's group plan.

Each Administrator will be entitled to participate in a Vision Care Program Plan selected by the District. The District will pay the full cost of this insurance.

C. Each Administrator will be entitled to three (3) personal business days per year, which may be taken in half-day units. Requests for use of personal business days will be submitted to the Superintendent, not less than five (5) working days in advance, except in the case of emergency when the earliest possible notification should be given.

Personal business days are defined as days off from work necessary to conduct business of a personal nature that cannot be scheduled at another time. Personal business days are not to be used for extension of vacation periods, leisure time activities or similar non-business reasons.

Personal days that remain unused at the conclusion of each year will be accumulated as personal days, to a maximum of ten (10) days. Days in excess of ten will be added to the accumulated sick day total.

D. Each Administrator will be entitled to 18 days of sick leave per year. Such days unused will be accumulated to 235 days in 2004-2005, 250 days in 2005-2006, and to 265 days in 2006-2007 and thereafter; and sick day buyout at retirement from 200 days to 235 days in 2004-2005, 250 days in 2005-2006, and 265 days in 2006-2007 and thereafter, except that an Administrator who has accrued in excess of 220 days as of July 1, 1982, shall retain the actual number accrued. Sick days are defined as those days when an Administrator is physically unable to attend assigned duties.

A maximum of five (5) sick days per year may be used for sickness in the immediate family. The immediate family is defined as members of the family who reside in the household, or a parent of one who resides in the household.

Each Administrator with ten years of continuous service to the District upon resignation, will be paid \$50.00 for each of his/her unused sick days.

As of the signing of this agreement, any non-tenured administrator shall be issued a grant of 50 reserve sick days. This grant of 50 days shall remain in a reserve until the

administrator's own accumulated days plus the reserve days granted, total the cap in effect at that time. When this cap has been reached, the reserve days will be reduced by the number of sick days permitted under the contract each year until they no longer exist. The reserve 50 days granted to administrators may not be used for any purpose other than illness. They will not be for purposes of remuneration, or towards any other benefits.

E. An additional three days per year may be used by an administrator for purposes of bereavement. Any additional bereavement days may be requested to the Superintendent of Schools, who shall be authorized to grant or deny such request.

F. Time for responding to jury duty shall be allowed without loss of leave days or pay. The employee shall make every effort to return to school if released early in the day from jury duty. The administrator shall pay to the Board of Education all remuneration received for jury duty except mileage allowance. In order to qualify for regular pay under this clause, an administrator must demonstrate that he/she has made an effort to schedule such duty for the summer recess period, by submitting a photocopy of: (a) his/her jury duty card indicating his/her preferential months for jury duty, or (b) a timely letter to the Clerk of the Court expressing a preference for assignment in the summer months. No previously approved vacation shall be denied because of this clause.

G. Each administrator shall receive an allocation not to exceed \$1,000 per year (non-cumulative) to be used for expenses incurred for professional memberships, supplies or equipment, professional journals, in-service workshops, conferences and other professional

development programs as approved by the Superintendent of Schools. This allocation may also be used to reimburse the expense incurred for an annual physical examination.

H. All terms and conditions of employment specified in the agreement between the Pine Bush Central School District and the Pine Bush Administrators' Association are applicable to all ten month administrators. Ten month administrators are entitled to the same benefits as all other administrators.

The following items have been pro-rated to reflect the ten month work year:

(1) Each ten month administrator is entitled to 19 vacation days and may carry over 6 days to the following year.

(2) Each ten month administrator may request cash payment for a maximum of 8 accumulated vacation days per year as specified in Article IV, Section A.

(3) Each ten month administrator is entitled to 15 sick days per year.

(4) All non-tenured ten month administrators will be issued a grant of 42 reserve sick days as stipulated in Article IV Section "D", paragraph 4.

I. The District shall provide employees hired on or after July 1, 1999 with a copy of the Collective Bargaining Agreement and salary schedule.

ARTICLE V - PHYSICAL EXAMINATION

A physical examination may be required at the discretion of the District for each Administrator. Such physical examination will be scheduled and paid for by the District.

The results of any physical examination requested or required by the District are to be submitted to the Superintendent of Schools and will remain a confidential addition to the personal folder of each Administrator.

ARTICLE VI - COMPENSATION

A. The appointment of any person to the administrative tenure area will be at a salary acceptable to both the District and the appointee, and will constitute a voluntary contract between the District and the appointee.

B. Effective July 1, 2004, the salary of each administrator employed by the District shall be increased by 4% per year for each year of the agreement. In order to be eligible for any retroactive salary increase, the employee must have been on the payroll for part of the retroactivity year and on the payroll on the date of the contract was signed by both parties.

C. Longevity shall be paid according to this schedule:

5 years of service:	\$1,250
10 years of service:	\$2,000
15 years of service:	\$2,500
20 years of service:	\$3,000

In the event someone takes a Leave of Absence without pay, their salary upon returning to their position will be \$1,000.00 less than if they had provided the district with the active service of their position.

D. A stipend of \$2,000 per annum shall be added to all administrators earning a doctorate in a field directly related to public education from a university duly accredited and recognized by the State Education Department.

ARTICLE VII - GRIEVANCE PROCEDURE

A. A grievance is defined as any claimed violation, misinterpretation, or abuse of any provision of this Agreement.

B. 1. Within thirty (30) calendar days of the day the grievant knew or had cause to know of the grievable act, an informal conference will be held by the grievant with his/her immediate supervisor.

2. If not settled within the informal conference, the grievant may apply in writing but in no event more than thirty (30) calendar days from the claimed violation, misinterpretation, or abuse of any provision of this Agreement, for a hearing before the Superintendent of Schools. If the Superintendent of Schools is the immediate supervisor of the grievant, this stage will be considered automatically waived, and the grievant may proceed to the Board of Education stage. Following the hearing with the Superintendent of Schools, a written determination will be issued within thirty (30) calendar days.

The grievant may appeal within seven calendar days the determination of the Superintendent of Schools by filing such appeal in writing with the Clerk of the Board of Education. The Board of Education will conduct a hearing, in executive session, prior to its next regularly scheduled Board of Education meeting.

A written decision will be issued by the Board of Education within seven calendar days following such hearing and the decision of the Board will be final.

ARTICLE VIII - RETIREMENT

Any Administrator covered by this agreement, who is in his/her first year of eligibility to retire and collect full benefits under the NYS Teachers' Retirement System who submits a non-rescindable letter of resignation for purposes of retirement by April 1st such retirement to be effective July 15th of the same calendar year, shall be eligible for the benefit as follows:

Any accumulated sick days up to the maximum provided in Article IV(D), shall be paid at the rate of \$75 per day. Monies shall be paid July 25th or January 10th of the fiscal year of retirement. Monies in accumulated unused sick leave may be used to pay for welfare trust premiums at retirement at \$75 per day and/or paid at \$75 per day at retirement in cash. The choice shall be that of the individual administrator. In the event someone is eligible to retire and wishes to continue employment, he/she may apply to the Board of Education for an extension of this provision by April 1st. Acceptance or denial of this extension by the Board of Education may not be grieved and the extension must be renewed annually. To be eligible for retirement benefits, an administrator must be in his or her first year of eligibility to retire. The District shall pay to the estate of any administrator with ten years of service, who dies while employed as an administrator with the District, \$75 for each accumulated sick leave day, up to a maximum of 200 days.

The District shall provide for health insurance in retirement for all administrators who have been employed 15 years in the field of education and 5 years in the Pine Bush Central School District.

SAVINGS CLAUSE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF:

PINE BUSH CENTRAL SCHOOL DISTRICT

BY: 

DATE: 5/12/05

PINE BUSH ADMINISTRATORS' ASSOCIATION EMPIRE
STATE SUPERVISORS AND ADMINISTRATORS ASSOCIATION

BY: 

DATE: 5/12/05