



Cornell University  
ILR School

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Brittonkill Central School District and Brittonkill Principals' Association, School Administrators' Association of New York State (2001)**

Employer Name: **Brittonkill Central School District**

Union: **Brittonkill Principals' Association, School Administrators' Association of New York State**

Local:

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

Expiration Date: **06/30/04**

Number of Pages: **12**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

4643\_06302004

Brittonkill Central School District  
(Brunswick) And Brittonkill Principals  
Assn

SD  
ADI

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

July 1, 2001 - June 30, 2004

RECEIVED

AUG 02 2002

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

4

## PREAMBLE

This agreement made this 23rd day of May 2001, by and between the Chief Executive Officer of the Brittonkill Central School District (hereinafter "District") and the Brittonkill Principals' Association (hereinafter "Association") an affiliate of the School Administrators' Association of New York State, will cover the period from July 1, 2001 through June 30, 2004 and is intended to delineate the rights and responsibilities of the parties hereto in a mutual desire to promote harmonious and cooperative relationships in carrying forward the functions of the District.

### Article 1: Negotiations

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

### Article II: Recognition

- 2.1: The District recognizes the Association as the exclusive bargaining agent for the following positions: High School Principal, Middle School Principal, Elementary Principal and Director of Special Education.

- 2.2: If any new administrative/supervisory positions is created by the District during the term of this Agreement, the inclusion or exclusion of said position in this unit shall be determined by mutual agreement of the parties. If such mutual agreement of the parties is not reached, then the procedures provided by the Taylor Law for resolution of such matters may be invoked.

### Article III: Savings Clause

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

### Article IV: Professional Development

- 4.1: In the interest of continuing to have our school district keep pace with new trends in education so that pertinent information can be shared in our school system, administrators may submit applications to the Superintendent for attendance at professional meetings, conferences and workshops. Full salary and expenses shall be reimbursed for such approved attendance in accordance with current Board policy.
- 4.2: For each school year of this Agreement, the District shall provide the necessary funds for one administrator to attend the annual meeting of the School Administrators Association of New York State, or some other similar national or state conference, so long as the cost to the District does not exceed that which would have been incurred in connection with attendance at the SAANYS conference.

### Article V: Administrators' Rights

- 5.1: Each member of the Association shall have the right to review the contents of his or her personnel file. The Association affirms the right of the Board and Superintendent to remove from the files, prior to the administrator's review, only those letters of reference originating from outside the District which the District deems to be confidential in nature. The administrator has the right to attach to his or her file a statement regarding any information contained therein.
- 5.2: Administrators shall be given notice at the time any derogatory material, excepting personal confidential references, is placed in his/her personnel file. The administrator shall acknowledge receipt of such notice by affixing his/her signature of the copy provided for such purpose. The signature of the administrator in no way indicates agreement with the contents thereof. The administrator shall have the right to submit a written response to such material, which response shall be attached to the personnel file copy.

Article VI: Work Year

- 6.1: Administrators shall work a twelve- (12) month year.
- 6.2: If school is not in session, administrators shall receive the following as paid holidays: July 4, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Day and the day after, New Year's Day, Washington's or Lincoln's Birthday (whichever coincides with the school's winter vacation), Good Friday, Memorial Day and Martin Luther King, Jr. Day. Administrators shall also receive, as a paid holiday, any days when teachers and students are not required to be in attendance because of adjustments made to the school calendar due to the under usage of school days.
- 6.3: (a) Administrators shall receive twenty-five (25) days of paid vacation.
- (b) Administrators may only use vacation time in whole or half day segments and unless otherwise approved by the Superintendent, only when school is not in session.
- (c) Administrators are expected to schedule use of their vacation time so as to permit the timely completion of the administrative responsibilities. Administrators shall submit request for summer vacations by July 1 of each year, and otherwise at least two weeks in advance. The Superintendent shall respond to any vacation request within two weeks.
- (d) The Superintendent shall retain the discretion to approve or disapprove any vacation requests. Approval of such requests shall not be unreasonably withheld but the decision of the Superintendent shall be final. In considering any vacation requests, the Superintendent is required to take into consideration the need for administrative coverage.
- (e) A maximum of ten (10) days of vacation may be carried forward into any succeeding school year. If the time carried forward is not used in the next school year, then it shall be credited to accumulated sick leave.
- (f) Administrators using three (3) or more consecutive days of vacation time shall, whenever possible, provide the Superintendent with a telephone number where the administrator can be reached during such absence.
- 6.4: In the absence of some other arrangement approved by the Superintendent, administrators shall work core hours of 8:30 a.m. to 2:30 p.m. during the summer recess.

Article VII: Leave

**7.1: Sick Leave:**

- (a) Each administrator shall receive thirteen (13) days of sick leave per year, without loss of salary. Sick leave credits may be used in half or whole day segments only. In the event an administrator uses six (6) or more days of sick leave consecutively, then the Superintendent may require medical certification of such illness.
- (b) There shall be no limit on the accumulation of sick leave.
- (c) Up to five days of sick leave may be used for the illness of any member of an administrator's immediate family. In unusual circumstances, and administrator may apply for use of additional sick leave in connection with the illness of an administrator's immediate family.

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

**7.3: Sabbatical Leave:** Subject to future negotiations.

**7.4: Court Appearances:** Attendance at court as a result of school connected activities will be allowed at full pay. The subpoena or written request of an attorney must be presented to the Superintendent within twenty-four (24) hours of receipt by the administrator. Attendance at court for jury duty will be allowed at full pay, during the term of such duty less the amount received for jury duty.

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

- 7.6: **Disability:** Beginning with the sixth year of continuous employment, anyone who has attained tenure and who is disabled and unable to work will be granted a leave or absence without pay for such time as is necessary for the complete recovery from such illness up to a maximum of two years, after all accumulated sick leave credits have been exhausted. Hospitalization coverage will be continued during such leave of absence. When an eligible member is on leave due to a job connected disability, and is paid full pay using sick leave days, sick leave time shall be charged for only that portion of the administrator's daily pay not reimbursed to the district. All benefits to which an administrator was entitled at the time such leave commenced will be restored upon return and the administrator will be assigned to the same position held at the time said leave commenced, if available, or if not, to a substantially equal position.
- 7.7: **Leaves of Absence Without Pay**
- (a) Upon written application, leaves of absence may, at the discretion of the Board, be granted for a period of up to two years. Applicants will be notified in writing of the district action.
  - (b) Administrators returning from leaves of absence will be restored to a position in their tenure area and will be credited with the years of services and all other accumulated benefits to which they were entitled upon commencement of leave.
  - (c) Persons who are on leave are expected to notify the Superintendent in writing of their intent to return to work no later than 60 days prior to the termination date of the leave. For those leaves terminating on June 30, the Superintendent will be notified in writing by May 1 prior to the termination date.

#### Article VIII: Insurance

- 8.1: **Health Insurance:** An administrator may participate in a health insurance plan provided by an insurance carrier, selected by the District, which provides the same or improved benefits and service as the Blue Cross/Blue Shield Plan C which was provided under the 1984-85 Agreement between the parties. Participation may be for the administrator alone or for the administrator and his or her dependents. The District's annual contribution toward the payment of premiums shall be 100% for individual coverage and 90% for dependent coverage. Members of the unit who subscribe to the Blue Shield Indemnity Plan shall be subject to the following extended medical deductibles: \$100 for individual plans/\$300 for dependent care plans.
- 8.2: **Dental Insurance:** An administrator may participate in the 80-20 dental insurance plan proved through Blue Shield of North Eastern New York limited to basic coverage plus Rider A. Participation may be for the administrator or for the administrator and his or her dependents. The District will contribute 100% for individual coverage.

- 8.3: Pursuant to Education Law, Section 3023, the District shall save harmless and protect all administrators from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to the property of any person, within or without the school building, providing such administrator, at the time of the accident or injury was acting in the discharge of his or her duties within the scope of employment or under the direction of the Board; and further provided such administrator shall, within ten (10) days of the time he or she is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to the Board.
- 8.4: The District shall provide an attorney for, and pay such attorney's fees and expenses necessarily incurred in the defense of an administrator, in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the District while in the discharge of such administrator's duties within the scope of his or her employment, provided such administrator shall, within ten (10) days of the time he or she is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to the Board.

#### Article IX: Reduction in Staff

- 9.1: If an administrative position is to be abolished or reduced from full time, the incumbent shall be provided:
- a) Sixty (60) days notice prior to the effective date of such action; and
  - b) An opportunity to discuss with the Superintendent his or her reemployment rights under the Education Law.

#### Article X: Grievance Procedure

- 10.1: Definitions:
- a) A grievance is a claim based upon any event or condition affecting terms and conditions of employment, including any claimed violation, misinterpretation, misapplication, or inequitable application of law, rules or regulations having the force of law, this Agreement, policies, by-laws, regulations, directives, procedures or practices of the Board or its agents. The term grievance shall not include any matter covered in any of the following provisions or portions of this Agreement: (i) Professional Development; (ii) Superintendent's discretion over the scheduling of vacation leave; (iii) Sabbatical Leave.
  - b) The aggrieved party is the person or persons who submit a grievance, or on whose



behalf it is submitted, and the Association.

**10.2: Procedures:**

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

**10.3: Stages:**

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

the grievance to arbitration by filing a written demand upon the Board within fifteen (15) school days after receipt or non-receipt of such response.

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

#### Article XI: Compensation

##### 11.1: Compensation:

- a) Each unit member shall receive a salary increase on July 1, 2001, July 1, 2002, and July 1, 2003. These increases shall be added to the prior year's base salary. The increases shall be based upon the percentage that the Consumer Price Index (CPI-U or its successor as a measure of social security benefit cost of living increases) increases in the immediately preceding calendar year, plus one (1) percent. For the 2001-2002 and 2002-2003 school years, the yearly increase shall be no less than 2.00% and no more than 5.00%. For the 2003-2004 school year, the yearly increase shall be no less than 3.00% and no more than 5.00%.
- b) The incumbent in the position of Middle school principal/Director of Special Education shall receive an increase in salary of \$6000 effective with the 2001-2002 school year. Effective with the 2002-2003 school year, the salary of the incumbent in the position of Middle school principal/Director of Special Education shall be governed by paragraph (a) of this article.

##### 11.2: Bonuses:

- (a) In his sole, unreviewable discretion, subject only to the parameters explicitly set forth herein, the Superintendent may choose to give bonus payments to unit members in addition to base pay and paragraph (a) increases. Bonuses shall not be applied to base salaries and shall not exceed \$1500.

##### 11.3: Other Compensation:

- (a) The District shall pay a maximum of \$800 per unit member toward the cost of providing a disability income protection policy for each administrator. An administrator may contribute his or her own monies towards securing greater or more varied coverage, so long as no additional cost to the District is incurred.
- (b) A longevity payment of \$1000 will be paid effective with the member's tenth year of service with the district. The longevity payment shall not be added to the member's base salary.

- (c) Principals earning a doctorate degree in Education Administration or a related field shall be paid \$1500 each year in addition to base salary. The bonus for earning a doctorate degree shall not be added to the member's base salary.

Article XII: Retiree Benefits

- (a) Administrators shall be credited for unused sick leave upon retirement at the rate of \$70.00 per day for each unused sick day up to a maximum of 200 days;
- (b) Administrators hired prior to July 1, 1993 shall have in retirement the benefits of health and dental insurance with the District's annual contribution toward payment of premiums being at least equal to the contractual premium percentage in effect on the date of their retirement. Administrator hired after July 1, 1993 shall have in retirement the same benefits of the health and dental insurance, except that the District's annual contribution toward payment of premiums shall be 50 percent (50%). In order to be eligible for any retiree health insurance benefits, and Administrator must have, at the time of retirement, a minimum of ten years service with the District;
- (c) If the District, in its sole discretion, shall adopt a state retirement incentive during the final year of this Agreement, all Administrators, who are otherwise eligible for the same, shall be offered the opportunity to accept such incentive.

Brunswick Central School District

John R. Gratto 5/29/01  
John R. Gratto, Superintendent Date

Brittonkill Principal's Association

Janet Derby 5/29/01  
Janet Derby, President Date

APPENDIX A

BRITTONKILL CENTRAL SCHOOLS  
STATEMENT OF GRIEVANCE

BRITTONKILL PRINCIPAL'S ASSOCIATION

GRIEVANCE NO.:

DATE:

AGGRIEVED PARTY

VIOLATION, MISINTERPRETATION OR INEQUITABLE APPLICATION OF:

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

TIME AND PLACE OF ALLEGED GRIEVANCE:

IDENTITY OF PARTY RESPONSIBLE FOR CAUSING SAID GRIEVANCE:

STATEMENT OF GRIEVANCE

**REDRESS SOUGHT:**

**AGGRIEVED PARTY**

**Signed:** \_\_\_\_\_ **Date:**

**FOR THE ASSOCIATION**

**Signed:** \_\_\_\_\_ **Date:**

**RESPONSE:**

**Signed:**

**Position:**

**Date:**

*[Faint, illegible text or stamp]*