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**AGREEMENT BETWEEN THE
PATCHOGUE-MEDFORD BOARD OF EDUCATION
AND THE
PATCHOGUE-MEDFORD ADMINISTRATORS' ASSOCIATION**

7/1 6/30
2005 - 2010

NYS PUBLIC EMPLOYMENT
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TABLE OF CONTENTS

ARTICLE I	Basic Salaries	3
ARTICLE II	Insurance Benefits.....	4
ARTICLE III	Leaves	5
ARTICLE IV	Annual Vacations.....	6
ARTICLE V	Guidelines for the Daily Schedule	7
ARTICLE VI	Legal Protection	7
ARTICLE VII	Grievance Procedure.....	9
ARTICLE VIII	Job Security.....	9
ARTICLE IX	Conditions of Negotiations	10
ARTICLE X	Pledge of Implementation.....	10
ARTICLE XI	Legislative Approval.....	10
ARTICLE XII	Duration of this Agreement	10

**AGREEMENT BETWEEN
THE PATCHOGUE-MEDFORD BOARD OF EDUCATION
AND
THE PATCHOGUE-MEDFORD ADMINISTRATORS' ASSOCIATION
2005 – 2010**

ARTICLE I: BASIC SALARIES

- A. Positions being filled July 1, 2005, and thereafter, the starting salary range will be as follows:

Assistant Principal	\$94,000 - \$97,000
Elementary Principal	\$109,000 - \$113,000
Middle School Principal	\$112,000 - \$117,000
High School Principal	\$139,000 - \$145,000

The range will be adjusted annually by adding the CPI June-to-June.

An equity adjustment of \$3,000 shall be added to the above-referenced base salaries upon attainment of tenure.

* Salary increases for current staff base pay:

School year 2005-2006 = salary as stated

School year 2006-2007 = 4%

School year 2007-2008 = 4%

School year 2008-2009 = 4%

School year 2009-2010 = 4%

- B. Appointment to Principalship: Principals and assistant principals, who are current PMAA members who accept an appointment to a principalship, will be appointed at the salary that the member would have earned according to the specific position's salary schedule in the 2005-2010 contract. However, principals moving from positions in the district of elementary school principal to middle school principal or high school principal, or middle school principal moving to high school principal, shall receive an additional one-time payment of \$3,000 added to their base salary for each move. A high school principal moving to middle school principal or elementary school principal, or a middle school principal moving to an elementary school principal will receive a one-time \$3,000 reduction in their base salary for each move.
- C. Longevity: Tenured PMAA members shall receive a longevity stipend of \$150 for each year of service up to a maximum of 30 years of continuous service (a maximum of \$4,500) which will be added to their base salary. Only those tenured PMAA members who have less than 30 years of continuous service will receive an annual stipend of \$150 which will be included as part of their base salary for each year of this agreement.

Non-tenured PMAA members shall be eligible for the foregoing benefit commencing the year following the attainment of tenure.

ARTICLE I: BASIC SALARIES (continued)

- D. Administrators shall receive an adjustment of \$2,500 to be added to the base salary for the attainment of a doctorate.
- E. Annexed hereto as Schedule A-1 is the salary schedule reflecting the salary increases, tenure boosts and longevity payments for each administrative position for each year of this agreement.

ARTICLE II: INSURANCE BENEFITS

A. HEALTH INSURANCE

PMAA members shall enjoy the same health insurance benefits as those provided for teachers in the Patchogue-Medford Congress of Teachers' (PMCT) Collective Bargaining Agreement. PMAA members shall contribute 10 percent of the health insurance premiums paid by the district. In the event that the contribution of health insurance premiums by the PMCT members shall change during the term of this contract, PMAA members shall continue to contribute ten (10) percent of health insurance premiums paid by the district.

When Medicare of a similar government health program becomes the primary health care coverage, the member's contribution will become 10% of the district's cost for the supplementary health care coverage.

Health Insurance Buy Back: At the time that both the Patchogue-Medford Board of Education and members of the Patchogue-Medford Administrators' Association approve this agreement, each member of the PMAA will be given the option of declining enrollment in the district's health insurance plan. Any administrator who declines the district's health insurance plan benefit will be paid 50% of the district's cost to provide health insurance to a unit member. An administrator who declines the health insurance coverage provided by the district shall have the option to reinstate the coverage as follows: The sum paid or to be paid to such an administrator shall be prorated. In the event that the proration results in a refund to the district, the refund shall be deducted in equal installments from the administrator's salary payments for the balance of the year after reinstatement. Should a waiting period be required prior to reinstatement, the administrator shall be reimbursed by the district for the cost of interim COBRA coverage. The amount reimbursed may not be greater than the cost to the district of the policy being reinstated.

B. LIFE INSURANCE

Administrators will receive a term life insurance policy. The face value of the policy shall be \$100,000, and 100% of the premium will be paid by the district.

ARTICLE II: INSURANCE BENEFITS (continued)

Upon the death of an administrator while in service of the district, the policy benefits will be paid to the administrator's designated beneficiary.

The policy will be purchased from a mutually agreed upon insurance company and agent.

C. DISABILITY PROTECTION

Administrators will be entitled to the disability income protection plan contained in the negotiated agreement in effect with the Patchogue-Medford Congress of Teachers.

D. DENTAL INSURANCE

Administrators will be entitled to participate in the dental insurance plan under conditions in effect for members of the Patchogue-Medford Congress of Teachers.

E. WORKERS' COMPENSATION

Administrators who suffer injuries which qualify for workers compensation will receive the benefits contained in the negotiated agreement then in effect with the Patchogue-Medford Congress of Teachers.

F. FLEX PLAN

The Flex Plan will be offered at no cost to all PMAA members.

ARTICLE III: LEAVES

A. SICK LEAVE

Administrators will be entitled to twelve (12) days of paid sick leave per employment year, cumulative to 234 days. Sick leave entitlement will be prorated should an administrator terminate service with the district prior to the end of an employment year. Sick leave will not be earned while an administrator is on vacation or on a leave of absence.

Upon attaining the status of retirement, an administrator covered by this agreement, will receive payment for accumulated sick leave under the following conditions:

ARTICLE III: LEAVES (continued)

1. PMAA members may receive full pay for 43% of the accumulated sick leave as of the last day of employment, thus allowing for 100.62 paid days for PMAA members accumulating the maximum. Those accumulating less than 234 days will take the actual number of days accumulated multiplied by 43 percent to determine the number of days eligible for payment.
2. The payment for the eligible portion of the accumulated sick leave will be at the rate of 1/200th of the annual salary earned in the final fiscal year of service.
3. At least four (4) months of service must be rendered in the final fiscal year of service, otherwise the annual salary to be used for computation will revert to the last full fiscal year in which the administrator was employed.
4. Eligibility for payment of accumulated sick leave is limited to those administrators who resign for the purpose of ordinary service retirement under the New York State Teachers' Retirement System.

Requests for additional sick leave may be made to the Board of Education through the superintendent of schools. The granting of additional leave shall be entirely discretionary on the part of the Board of Education. The amount of such leave granted will be deducted from the earned accumulation in the next employment year.

B. OTHER LEAVES

Administrators will be entitled to family, personal, and other leaves as described in the negotiated agreement between the district and the Patchogue-Medford Congress of Teachers. Administrators will be entitled to two (2) additional personal days beyond that specified in the PMCT contract for each year of this agreement.

ARTICLE IV: ANNUAL VACATIONS

Each administrator covered by this agreement will be entitled to thirty-four (34) days of vacation plus the following legal holidays of each fiscal year:

Independence Day	Christmas Day
Labor Day	New Year's Eve
Columbus Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day After Thanksgiving	President's Day
Christmas Eve	Memorial Day

ARTICLE IV: ANNUAL VACATIONS (continued)

One additional vacation day will be added for every five (5) years of service that a PMAA member has had as an employee in the Patchogue-Medford School District. PMAA members may annually sell back one vacation day for each year of service to the district, at a maximum of ten (10) days per employment year. The payment for the eligible portion of the vacation days will be at a rate of 1/245th of the annual salary earned in the year vacation time is sold back to the district. PMAA members may not carry over vacation days from one year to the next.

All other weekdays are considered days of work, unless the superintendent and the PMAA member agree upon vacation days to be taken.

ARTICLE V: GUIDELINES FOR THE DAILY SCHEDULE

- A. As a matter of normal practice, the duty hours of the administrators covered by this agreement will usually comprise an eight-hour day. Building administrators are to be guided in the selection of their work hours by reporting for duty one-half (1/2) hour before teachers are required to report and leaving their duty approximately one hour after teachers are permitted to leave.
- B. Administrators will be entitled to a lunch period to be taken within the regular work hours.
- C. In addition to the above, administrators recognize their obligations to participate in and give general supervision to afternoon and evening school-related meetings in which the administrator has a leadership role or has responsibility for the meeting or for the activity.
- D. Exceptions to the above daily service guidelines may be made with the prior approval of the superintendent of schools.
- E. Administrators have a twelve-month work year.

ARTICLE VI: LEGAL PROTECTION

- A. ASSISTANCE IN ASSULT CASES
 - 1. Administrators will immediately report all cases of assault sustained by them in connection with their employment to the superintendent of schools or the superintendent's designee. The report will be in writing and will be rendered within forty-eight (48) hours of the occurrence of the incident except when extenuating circumstances prohibit this requirement. The superintendent of schools or the superintendent's designee will acknowledge, in writing, the receipt of the administrator's written report within forty-eight (48) hours of as soon as may be possible and practical.

ARTICLE VI: LEGAL PROTECTION (continued)

The superintendent of schools will forward a copy of the administrator's written report to the Board of Education.

2. In the event that the administrator involved in an incident of assault files formal charges against the perpetrator(s) with the appropriate legal enforcement agency within forty-eight (48) hours after the assault, the Board of Education will designate and appoint legal counsel to advise such administrator of legal rights and will provide such information in writing. In addition, it will make available to the administrator relevant information concerning the incident in the possession of the school district, police, or other agency involved, appearances and will advise the administrator of investigations by police or other legally conducted investigations.

B. ASSISTANCE IN DISCIPLINARY CASES

The Board of Education agrees to designate and appoint legal counsel to an administrator who is a defendant in any civil action or criminal proceeding arising out of action taken against a pupil, a staff member, or a community member of the school district while the administrator is discharging duties within the legal scope of employment, the policies of the Board of Education, or a directive of the superintendent of schools. The administrator must, however, within ten (10) days of service of a summons, complaint, or other legal paper deliver the original or a copy thereof to the superintendent of schools or the superintendent's designee.

C. COMPENSATION FOR LOST TIME AND DESTRUCTION OF PERSONAL PROPERTY

1. If, when an administrator is on duty, the administrator is physically assaulted and the incident results in lost time for the administrator, the administrator will be paid in full until such time as disability insurance, workers' compensation, social security or other programs sponsored by the district begin payment. Such paid absence will not be deducted from accumulated sick leave to which the administrator may be entitled under this agreement.
2. If an administrator suffers the loss of, or the destruction of personal property, a prosthetic device (such as eye glasses, dentures and hearing aid), clothing, personal automobile, cameras, and other such similar items while acting in the line of duty within the legal scope of employment, the Board of Education will assume the reasonable cost for the replacement or for the repair of such item(s). It will be the responsibility of the administrator to provide evidence that the damage or destruction was not due to the administrator's negligence or that the administrator was not otherwise reimbursed by workers' compensation or through insurance benefits provided by the district. The administrator must report the loss to

ARTICLE VI: LEGAL PROTECTION (continued)

the superintendent of schools in writing within forty-eight (48) hours or as soon as possible after the occurrence of the assault.

D. STAFF-PARENT-STUDENT-COMMUNITY COMPLAINTS

1. Formal complaints from building staff, from parents of students, from students from community organizations, etc., which are directed toward an administrator, will be called to the administrator's attention within a reasonable time, and the administrator will be afforded the opportunity to reply to same.
2. No complaint, letter, or report directed against an administrator will officially be made public by the Board of Education or representative of the Board of Education without the administrator's knowledge, nor shall such a document (evaluations excluded) be placed in the administrator's personnel file without the administrator's knowledge.

ARTICLE VII: GRIEVANCE PROCEDURE

There shall be a grievance procedure established as follows:

- A. A grievance is an alleged violation of the specific terms of the collective bargaining agreement.
- B. Step 1 – Any employee, within thirty (30) days of the conduct alleged to be a violation of this agreement shall submit a written grievance to the superintendent of schools setting forth the basis of the grievance. Within ten (10) days of the receipt of such written grievance, the superintendent or his designee shall meet with the employee to discuss the grievance, and shall render a written decision within ten (10) days of such meeting.
- C. Step 2 – If the employee is dissatisfied with the decision at Step 1, he/she may file for a hearing. The grievance will be reviewed by a panel consisting of two (2) administrators selected by the Patchogue-Medford Administrators' Association and two (2) administrators selected by the superintendent of schools. The panel will render a decision and make a written recommendation to the superintendent of schools and the president of the Patchogue-Medford Administrators' Association. The superintendent and the president of the PMAA will review and come to an agreement on the recommendation of the panel.

ARTICLE VIII: JOB SECURITY

The district will insure job security for all positions and for all persons included under this contract.

ARTICLE IX: CONDITIONS OF NEGOTIATIONS

- A. If any provision of this agreement or any application of this agreement to an individual administrator covered by this agreement, or to the PMAA as a whole, shall be found to be contrary to the law or to the regulations of the Commissioner of Education, then such provision or application will be deemed invalid and not applicable except to the extent permitted by law or the Commissioner's regulation. All other provisions or applications of this agreement will continue in full force and effect.
- B. The district recognizes the PMAA for purposes of negotiation as the exclusive representative of the administrators, and this recognition will extend for a maximum period of time permitted by law. The duly elected president of the PMAA or a designee will notify the superintendent of schools no later than January 1, 2010, regarding the PMAA's interest to negotiate a contract to become effective July 1, 2010.

ARTICLE X: PLEDGE OF IMPLEMENTATION


- A. The Board of Education and Superintendent of Schools, where appropriate, pledge to implement, fully and in good faith, the terms and conditions of this agreement.
- B. Each administrator covered by this agreement pledges to implement, fully and in good faith, the terms and conditions of this agreement.

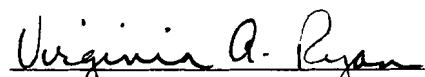
ARTICLE XI: LEGISLATIVE APPROVAL

It is agreed by and between the parties that any provision of this agreement requiring legislative action by amendment or law or by providing the additional funds therefore to permit its implementation shall not become effective until the appropriate legislative body has given approval.

ARTICLE XII: DURATION OF THIS AGREEMENT

The terms and conditions of this agreement will include five (5) full fiscal years commencing July 1, 2005, and terminating June 30, 2010.

By: 
Michael H. Mostow
Superintendent of Schools

By: 
Virginia A. Ryan, President
Patchogue-Medford
Administrator's Association

