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Title: **Bethpage Union Free School District and Bethpage Administrators Organization (2008)**

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Union: **Bethpage Administrators Organization**

Local:

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AN AGREEMENT BY AND BETWEEN

Bethpage Board of Education

and the

Bethpage Administrators Organization

of the

Bethpage Union Free School District

JULY 1, 2008—JUNE 30, 2012

C.A.S.

THIS AGREEMENT MADE AND ENTERED INTO THIS 26th DAY OF NOVEMBER 2008, by and between the BOARD OF EDUCATION OF BETHPAGE UNION FREE SCHOOL DISTRICT, BETHPAGE, NEW YORK, hereinafter referred to as the "Board", and THE BETHPAGE ADMINISTRATORS ORGANIZATION, hereinafter referred to as "BAO", for and in behalf of itself and the personnel now employed or hereafter employed by the Board in the bargaining unit hereafter defined.

WITNESSETH:

WHEREAS, the Board has voluntarily adopted the practices and procedures of collective negotiations as a peaceful, fair and orderly way of conducting relations with employees of the district insofar as such practices and procedures are consistent with functions and obligations of the Board under the law, and are consonant with the paramount interests of the school children, the school system and the public; and

WHEREAS, BAO has demonstrated that it represents a majority of the personnel employed by the Board in the bargaining unit hereafter defined, and in accordance with Board policy, has been duly recognized as the exclusive representative for all such employees; and

WHEREAS, the parties desire to cooperate in establishing conditions which will produce the best possible education for the children of the district.

NOW, FOLLOWS, in consideration of the mutual promises and obligations herein contained, the parties agree as follows:

ARTICLE I - RECOGNITION

1. The Board recognizes BAO as the exclusive negotiation representative of the professional administrators of the district including principals and assistant principals, directors, coordinators and supervisors at the district level.
2. The Board further acknowledges and agrees that BAO as a bargaining representative of the school administrators shall enjoy the following rights and privileges:
 - Use of facilities for negotiation purposes within District policy;

- Access within policy limitation, to school buildings after school hours for its organizational functions;
- Attendance at additional outside organization functions for a reasonable number of days annually, during school hours at BAO's own expense, subject, however, to the prior consent of the Superintendent of Schools.

ARTICLE II - FAIR PRACTICES

The BAO agrees to represent equally all personnel within the bargaining unit without regard to membership or participation in any other employee organization. The BAO agrees to continue to admit persons to membership and participation in its affairs without discrimination on the basis of race, creed, color, national origin or sex. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin or sex.

ARTICLE III - CONSULTATION

Upon request of either party, meetings shall be held between representatives of BAO and the Superintendent or his designee to consult on matters of concern to either party.

Whenever the Superintendent seeks to have a member of the Supervisory Unit present at an Instructional Unit bargaining session or meeting, a teacher group meeting, a Board of Education meeting or a public meeting and where in his opinion it is not necessary to singularize the Supervisory Unit representative to be involved, then upon the request of the Superintendent, BAO shall assign such administrator.

Whenever the Superintendent seeks to have a particular administrator attend a bargaining session or meeting with the Instructional Unit bargaining agent, a meeting with a teacher group, a Board of Education meeting or a meeting with the public, he shall make a direct request to that individual. The individual requested may bring another member of BAO to accompany him/her subject to the approval of the Superintendent whose decision in this regard is final.

The parties acknowledge and understand that agreements negotiated by the Board with third parties can have a material and substantial effect on the work and function

of the Supervisory Unit in its administration of the system. For the above reasons and to maintain the highest level of educational activity the Board agrees that where circumstances permit, it or its representatives will consult with the administrators in those areas in which it is negotiating with third parties that affective administrative functions and responsibility; and the administrators agree to so consult with and advise the Board with respect to the same.

During the final year of the collective bargaining agreement, either party may initiate negotiations for a new collective bargaining agreement by duly notifying the other party of its desire to commence negotiations. Negotiations shall commence no later than one month after such notice is given, but in no event earlier than January 15th of the last year of the collective bargaining agreement.

ARTICLE IV - GRIEVANCE PROCEDURES

It is recognized that most grievances will find equitable solutions at the lowest possible level without resorting to formal procedures. However, where an aggrieved party or parties desire(s) to follow formal procedures, the following steps will be taken:

- A. A grievance will be deemed waived unless it is formally filed pursuant to these procedures within thirty (30) school days of the act which constitutes a violation of contract and forms the basis of the grievance, or within thirty (30) school days of when the grievant knew or should have known of the violation, whichever is earlier.
- B. The administrator will attempt to resolve the matter informally with his/her immediate supervisor.
- C. If the grievance is not resolved informally, it shall be presented to the Superintendent or his designee in writing (with a copy to the BAO). The Superintendent shall render a written decision to the Administrator (with a copy to the BAO) within ten (10) school days after receipt of the written grievance.
- D. If the Administrator and the BAO are not satisfied with the decision, the BAO or the Administrator will file an appeal with the Board within ten (10) school days.

- E. The Board shall hold a hearing on the grievance as soon as practicable after receipt of the appeal. The hearing shall be conducted in executive session.
- F. The Board shall render a decision on the grievance within ten (10) school days after the conclusion of the hearing. The Board decision shall be final, except that any grievance involving the interpretation and application of any one or more provisions of this Agreement may be further appealed pursuant to the procedures and other provisions as hereafter set forth under Article IV, (G to J).
- G. If the aggrieved Administrator or the BAO is not satisfied with the decision, they may submit the grievance to non-bind arbitration by written notice to the Board within fifteen (15) school days after step F above.
- H. Within five (5) school days after such written notice of submission to arbitration, the Board and the BAO will agree upon an acceptable arbitrator and obtain a commitment from him to serve. Failing to agree on an arbitrator, either party may request the American Arbitration Association for a list of arbitrators, and the parties will then be bound by the rules and procedures of the A.A.A. in the selection of an arbitrator.
- I. The arbitrator will be asked to render a decision not later than fourteen (14) calendar days from the date of the closing of the arbitrator's hearing.
- J. At any point in these procedures, the aggrieved party is entitled to representation by an individual or individuals of his choice. If the aggrieved party desires to have an attorney in attendance he must give at least forty-eight (48) hours notice to the Board. If the other individual selected to be in attendance is another Administrator or other employee of the School District, the same is subject to that individual's availability under existing school policies and regulations.
- K. The costs for the services of an arbitrator shall be shared equally by the Board and the BAO.
- L. The Board and the BAO jointly guarantee all persons or parties against any reprisals as the result of filing a grievance.

ARTICLE V - MATTERS OF GENERAL CONCERNS

- A. No material critical of an Administrator shall be placed in his file unless (s)he is first advised of the same and given an opportunity to read and review the materials. The Administrator shall acknowledge that (s)he has read the material by affixing his/her signature to the file copy. The signature shall only indicate that (s)he has read the material to be filed and not indicate in any way that (s)he agrees to its contents or consents to its being in his/her file. 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 and become a part of the file copy.

- B. Each member of the Supervisory Unit shall have the right to examine his/her personnel file and all material that makes it up except confidential material. Such examination shall be made in the presence of the Custodian of such files.

- C. **JURY DUTY:** If called upon to serve jury duty, but not having volunteered, the Administrator shall be reimbursed for all pay lost as a result of same, except where such service is voluntary but he must pay over to the Board and District the remuneration received by him/her for such jury service, except where such compensation exceeds the amount of pay lost, then the coverage shall be retained by the Administrator.

- D. **ARMED FORCES SERVICES OBLIGATIONS:** Administrators who are required to fulfill any service obligation to an Armed Forces or National Guard Reserve Unit during the school year shall not have time spent in fulfilling such obligation charged against their current or accrued absence allowances. The Administrator shall notify the Superintendent as soon as possible of the requirements of military reserve unit service.

- E. **COMPLAINTS:** Except in unusual circumstances and insofar as practicable, complaints concerning staff members or pupils of a specific school, which are made directly to the Board or the Superintendent, will initially be directed to the building Principal.

ARTICLE VI-a: SALARIES

A. SALARY INCREASES

A reconfiguration of the 2004-05 salary schedules has been computed. For school years 2008-09, 2009-10, 2010-11 and 2011-2012, the salary increases shall be 3.5% per year to be applied to the base salary schedule (excluding longevity steps), see salary schedule annexed hereto as Exhibit A.

B. SALARY ADMINISTRATION

1. The salary schedule consists of the "Basic Salary" and longevity payment(s).
2. All Administrators who commence service after June 30, 1990, shall complete one year of continuous service prior to movement to the next step of the appropriate salary schedule. All those present staff employed prior to July 1, 1990, shall have a July 1st anniversary date.

C. LONGEVITY

1. Those employees who were at the top step of the 2004-05 salary schedule but who are placed at lower steps of the salary schedule due to the salary schedule reconfiguration delineated at "A", shall continue to be paid longevity; all other employees shall wait until they no longer receive a salary schedule/step increment before they are entitled to longevity.
2. Effective July 1, 2008, increase the "first" longevity and the "additional second longevity" as follows: \$400.00 year 1, 3.5% year 2, 3.5% year 3, and 3.5% year 4.

ARTICLE VI-b: WORK YEAR AND ADDITIONAL WORK DAYS

1. Work Year

The regular work year for all Administrators shall be September 1 through and including June 30.

2. Additional Work Days

- a. All administrators who are employed for ten months are required to work the following schedule during the summer months. Effective July 1, 1999 and thereafter, such additional work days shall be as follows:

High School Principal – 22 Days

Middle School Principal – 22 Days

Secondary Assistant Principals – 20 Days

Elementary Principals – 18 Days

Elementary Assistant Principal/Special Education Coordinator – 20 Days

Directors – 18 Days

Director of PPS – 20 Days

Supervisors – 1 Day

- b. In addition to the aforementioned days worked during the summer months, the Director of Physical Education, Health and Athletics shall work an additional twenty (20) days at the applicable per diem rate, and the Director of Pupil Personnel Services shall work an additional twenty (20) days at the applicable per diem rate.

- c. Unit members working during the summer months shall, in the sole discretion of Central Administration, work a four (4) day work week, Monday through Thursday inclusive, and be off on Fridays during this time period, except for the last Friday prior to the beginning of the new school year for students, which shall be a work day, and that week shall be a five (5) day work week.

3. All such additional work days shall be performed during July and August, unless otherwise mutually agreed to/by the Superintendent, or his designee, and the Administrator. Included in these additional work days shall be the five (5) days preceding the beginning of the school year for teachers.

4. In addition, as to all administrators employed after the executive of the memorandum of agreement dated February 9, 1999, the additional work days shall be 20 regardless of title except as to those titles which require more than 20 additional work days in which case the additional days shall be set forth above.

5. On a voluntary basis, unit members may serve as instructors for in District staff development courses. Such courses must provide at least fifteen (15) hours of instruction. Administrators serving the District in this capacity shall be paid a total stipend of \$1,000.00 for each course. The development of such courses is within the sole discretion of Central Administration. However, the opportunity for consultation and input by unit members shall be provided. The number of courses which will be permitted to be provided by unit members shall also be within the sole discretion of Central Administration.

ARTICLE VII - FRINGE BENEFITS

A. SICK LEAVE

Each Administrator shall be entitled to sick leave in ratio to the annual number of employment days established for him/her, (Administrators are considered ten-month employees), at the annual rate of one day of sick leave for every calendar month of employment. Unused sick leave shall be accumulated to a maximum of two hundred and fifty (250) days.

B. PERSONAL LEAVE

Each Administrator during each school year shall be entitled to four personal days of excused absence without loss of pay, provided that use of such personal day before or after a school holiday and before and after a week-end shall require prior request to and consent of the Superintendent of Schools who shall be advised as to the reason for such request. The Superintendent of Schools' decision as to the granting of such request shall be final. Unused personal leave days in each year shall be added to Administrators' sick leave accumulation.

C. SABBATICAL LEAVE

The Board may, in its sole discretion, upon recommendation of the Superintendent of Schools, grant one (1) sabbatical annually of the Administrative Unit. Such sabbaticals may be granted for a period of one school year or any lesser period.

Persons eligible shall be Administrators who shall have completed seven (7) or more years of continuous service within the District.

Sabbatical recipients with seven (7) years or more (but less than fourteen (14) years) of service within the district, shall receive fifty (50) percent of their current salary while on leave; recipients with fourteen (14) or more years of service within the district shall receive seventy-five (75) percent of their current salary while on leave.

D. CONTINUING EDUCATION

The determination of educational programs Administrators will be allowed to attend, their location, subject matter, duration, cost and expense, and all other issues attendant thereto will be made by the Superintendent or his/her designee. The above determination made pursuant to this provision, shall be within the sole discretion of the Superintendent, and shall be final, and not subject to the grievance and arbitration provisions of this agreement.

The Superintendent in his/her sole non-grievable discretion may require Administrators, who receive an unsatisfactory rating in any category of an evaluation, to attend one (1) educational program during the Administrators' regular work year (including the additional work days delineated at Article VI-b), chosen by the Superintendent and paid for by the District.

E. SICK LEAVE CONVERSION ON RETIREMENT or RESIGNATION

An Administrator who retires under the New York State Retirement System or resigns shall have the right to convert accumulated sick leave into cash payments at the rate in the following schedule:

- \$95.00 per day, for all days if 1-149 days accumulated
- \$105.00 per day, for all days if 150-199 days accumulated
- \$115.00 per day, for all days if 200-249 days accumulated
- \$125.00 per day, for all days if 250 days accumulated

If an Administrator resigns during July and August, sick days normally granted to the Administrator on the following September shall not be included in any sick leave conversion under this section.

F. DENTAL/VISION COVERAGE

1. The District's contribution per employee per year to dental and vision coverage shall be limited to a total (aggregate) for both coverages of \$125.00 per month. Premium costs exceeding the aforementioned District contribution per month shall be paid by payroll deduction from each employee participating in said plans.

2. BAO shall be provided with an opportunity to make recommendations to the District for changes in said dental plan by submitting a different plan available through the District's broker, if possible, for purpose of effectuating economies in premium cost, provided that any change of plan must be made in cooperation with other units involved in said plan; provided further that such change shall be subject to and shall conform with times or dates that do not conflict with the existing carrier because of a plan change or because of a change of carrier.

G. MEDICAL PLAN

All Administrators hired after July 1, 1994, shall receive health insurance coverage with the Board paying 85% of the premiums. Administrators hired before July 1, 1994, shall continue to receive 90% Board paid health insurance. It is the intent of the parties that by making this change in contribution rate for new hires, the rates for all Administrators will be frozen at 85% and 90% respectively.

H. DISABILITY PLAN

The District will pay for a disability plan covering the BAO unit which provides a benefit of sixty (60%) percent of salary up to a maximum of \$5,500.00 per month effective January 1, 2009; effective July 1, 2009 by an additional \$500.00; effective July 1, 2010 by an additional \$500.00; and effective July 1, 2011 by an additional \$500.00, provided that the total District contribution toward the payment of premiums for such coverage does not exceed a total of \$15,000.00 per year for the entire bargaining unit. In the event that the premiums exceed the \$15,000.00 cap, the additional payments will be divided equally among the participating members of the BAO unit and be paid by payroll deduction from each such participating employee.

I. IRS - 125 PLAN

The District will provide an IRS-125 Plan for Administrators to pay for eligible Fringe Benefits in pre-tax dollars.

ARTICLE IX - DURATION OF AGREEMENT - WAIVER

This contract sets forth the Agreement between the parties. It may not be changed or its provisions waived except in writing signed by the parties.

This agreement shall be deemed to take effect July 1, 2008, and shall continue in full force and effect until June 30, 2012.

SUPERINTENDENT OF SCHOOLS

By: Richard H. Marsh, Ed. D.

BOARD OF EDUCATION

By: Michael J. Kelly

BETHPAGE ADMINISTRATORS ORGANIZATION

By: Steven P. Furey

BAO SALARY SCHEDULES – 2008-2009; 2009-2010; 2010-2011; 2011-2012

2007-2008							
STEP	HSP	MSP	ESP	DIR	HSAP/PPS	MSAP	SUP
1	142,088	134,599	126,512	117,558	121,993	111,111	110,717
2	144,988	137,345	129,094	119,957	124,483	113,378	112,977
3	147,947	140,148	131,729	122,405	127,023	115,692	115,283
4	150,966	143,009	134,417	124,903	129,616	118,053	117,635
5	154,047	145,927	137,160	127,452	132,261	120,462	120,036
2008-2009 Increase 3.5%							
STEP	HSP	MSP	ESP	DIR	HSAP/PPS	MSAP	SUP
1	147,061	139,310	130,940	121,673	126,263	115,000	114,592
2	150,063	142,152	133,612	124,155	128,840	117,346	116,931
3	153,125	145,053	136,340	126,689	131,469	119,741	119,318
4	156,250	148,014	139,122	129,275	134,153	122,185	121,752
5	159,439	151,034	141,961	131,913	136,890	124,678	124,237
2009-2010 Increase 3.5%							
STEP	HSP	MSP	ESP	DIR	HSAP/PPS	MSAP	SUP
1	152,208	144,186	135,523	125,931	130,682	119,025	118,603
2	155,315	147,127	138,289	128,501	133,349	121,453	121,024
3	158,485	150,130	141,111	131,123	136,070	123,932	123,494
4	161,719	153,195	143,991	133,799	138,848	126,461	126,014
5	165,019	156,321	146,929	136,530	141,681	129,042	128,586
2010-2011 Increase 3.5%							
STEP	HSP	MSP	ESP	DIR	HSAP/PPS	MSAP	SUP
1	157,536	149,232	140,266	130,339	135,256	123,191	122,754
2	160,751	152,277	143,129	132,998	138,017	125,704	125,260
3	164,031	155,385	146,050	135,713	140,833	128,270	127,816
4	167,379	158,557	149,031	138,482	143,708	130,887	130,424
5	170,795	161,792	152,072	141,308	146,640	133,558	133,086
2011-2012 Increase 3.5%							
STEP	HSP	MSP	ESP	DIR	HSAP/PPS	MSAP	SUP
1	163,049	154,455	145,175	134,901	139,990	127,502	127,050
2	166,377	157,607	148,138	137,653	142,847	130,104	129,644
3	169,773	160,823	151,162	140,463	145,762	132,759	132,290
4	173,237	164,106	154,247	143,329	148,737	135,469	134,989
5	176,772	167,455	157,394	146,254	151,773	138,233	137,744
Longevity							
	2007-08		2008-09	2009-10	2010-11	2011-12	
1st year	1,912		2,312	2,393	2,477	2,563	
2nd year	2,022		2,422	2,507	2,595	2,685	
		Increase	\$400	3.50%	3.50%	3.50%	