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Union: **Bolivar-Richburg Administrators Association**

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Bolivar-Richburg Central School
District And Bolivar-Richburg Admin
Staff

**THE DISTRICT SUPERINTENDENT OF SCHOOLS OF
THE BOLIVAR-RICHBURG CENTRAL SCHOOL
DISTRICT**

AND

THE BOLIVAR-RICHBURG ADMINISTRATIVE STAFF

JULY 1, 1997- JUNE 30, 2001

RECEIVED

OCT 13 2000

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

4 employees

ARTICLE 1: PREAMBLE

THIS AGREEMENT, by and between the SUPERINTENDENT OF SCHOOLS OF THE BOLIVAR-RICHBURG CENTRAL SCHOOL DISTRICT, New York, hereinafter referred to as the SUPERINTENDENT, and the BOLIVAR-RICHBURG ADMINISTRATORS' ASSOCIATION, hereinafter referred to as the ASSOCIATION.

WHEREAS, the Board has duly adopted a resolution recognizing the Association as the exclusive negotiating agent for all administrative staff employed by the Bolivar-Richburg Central School District whose employment involves administrative certification by the New York State Education Department, which positions currently include: Elementary School Principal, Secondary School Principal, Director of Curriculum, and Director of Guidance, and

WHEREAS, the Superintendent and the Association have met for the purpose of negotiating a written Agreement with respect to the terms and conditions of employment of the employees of the unit so represented by the Association, and

WHEREAS, the Superintendent and the Association have agreed upon such terms and conditions as well as the administration of any grievances of the employees of the Association and wish to reduce such agreement to writing, and

WHEREAS, such negotiation has been conducted pursuant to and in the terms of reference provided in Article 14 of the Civil Service Law;

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, it is hereby covenanted and agreed as follows:

ARTICLE 2: WORK SCHEDULE

(A) Administrative employees are employed by the District to complete job responsibilities which are many and varied. The nature of an administrator's responsibilities may require administrative personnel to work unusual hours. The work schedules for an individual administrator may have to change from time to time due to the unique demands of the Bolivar-Richburg Central School District.

(B) Work Year

1. **Twelve-month Administrators** -an administrator who works an entire calendar year less legal holidays and other time off as stipulated in the agreement.
2. **Eleven-month Administrator** - an administrator who works the regular teaching calendar plus twenty (20) days.

ARTICLE 3: PAID LEAVE

(A) Holidays

The holiday schedule shall consist of paid holidays determined by the Bolivar-Richburg school calendar. Unit members shall be provided with the following paid holidays:

New Years Eve	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Good Friday	Christmas Day
Memorial Day	Day after or before Christmas
Independence Day	

(B) PERSONAL DAYS

1. Personal Days shall be granted as follows:
 - a. Full-time 12 month employees: 5 days annually without loss of pay or other leave benefits.
 - b. Full-time 11 month employees: 4 days annually without loss of pay or other leave benefits.
2. The administrator shall notify the Superintendent of his/her absence. Whenever practicable, such notice will be given at least 24 hours in advance.
3. Unused personal days will accumulate as sick days.

(C) BEREAVEMENT LEAVE

1. Administrators will be allowed time off from duties in the event of a death in the administrator's immediate family. Immediate family shall be defined as the employee's parents, spouse, sibling, children, parent-in-law, sibling-in-law, and the employee's or spouse's grandparents, grandchildren, step-parents, step-children or any relative residing in the same household.
2. Bereavement leave will be provided in the amount of 5 days per death for all administrators.
3. The Superintendent, in his/her sole discretion, may grant additional bereavement leave.

(D) JURY DUTY

No deduction from pay will be made as a result of an administrator being absent from jury duty.

(E) COURT SUBPOENA

No deduction from pay will be made if an administrator must be absent in order to respond to a court subpoena in a matter in which the administrator is a disinterested party or to appear as a witness in a grievance arbitration hearing pursuant to this Agreement. A full deduction from salary or the use of a personal leave day will be necessary if the administrator is required to be in court because he/she is an interested party unless the case is school-related.

(F) CHILD-REARING LEAVE

1. An administrator is eligible for child-rearing leave without pay.
2. A written request for child-rearing leave shall be submitted as soon as is reasonable under all of the circumstances, but in no case later than four (4) months before the anticipated commencement of the leave, in order to afford the District the greatest opportunity to retain a qualified substitute.
3. The request for child-rearing leave shall include the date when the administrator wishes to commence leave and the date when the administrator anticipates returning to administrative duties. Such leaves shall start and end at the beginning or end of a semester. Other start and end times may be approved by the Superintendent.
4. The administrator shall write the superintendent no later than November 1st in the fall semester and no later than April 1st in the spring semester, before the expiration of the requested leave, advising the Superintendent of the administrator's plans for the next school year. Unless an extension is requested and granted, the administrator shall either return to service at the expiration of the leave, or the Board shall treat the failure to return as a voluntary resignation.
5. If an administrator wishes to terminate a child-rearing leave prior to the termination date originally requested by the administrator, application may be made to the superintendent. If there is an available position and if the Superintendent determines that it is in the best interest of the District to permit the early termination, the administrator may be permitted to return to employment in the district at a mutually agreeable time.

6. A child-rearing leave of absence may be granted for a period not to exceed one (1) full school year following the school year in which the leave began.
7. A child-rearing leave shall be available only during the period immediately following the birth or adoption of a child by an administrator.

(G) VACATION DAYS

1. Full-time Twelve (12) month employees will receive 20 days/ per year.

Employees who work as administrators for the District for more than 15 years will receive one additional vacation day per year up to a maximum of 25 days/year.

Employees working less than 12-month will not receive vacation time.
2. Vacation is to be approved by the Superintendent.
3. Twelve (12) month employees may carry over up to a maximum of fifteen (15) vacation days.

(H) SICK DAYS

1. Full-time employees will be granted sick leave, without loss of salary, for personal or family illness in the amount of thirteen (13) days per year.
2. Sick leave may be accumulated up to two hundred and thirty days (230).

ARTICLE 4: UNPAID LEAVE OF ABSENCE

The Board may, at its discretion, grant leaves of absence upon the receipt of a written request from the administrator and the recommendation of the Superintendent.

ARTICLE 5: MILEAGE ALLOWANCE

All unit members covered by this contract shall be paid at the Internal Revenue Service rate per mile on all authorized business for the Bolivar-Richburg School District, provided a school vehicle is not available.

ARTICLE 6: NEGOTIATIONS PROCEDURE

When agreement is reached by the District and the Association as to any item, such item shall be reduced to writing and initialed by the chief representative of both the District and the Association. When all items are agreed upon, such items shall be placed into a written Memorandum of Understanding executed by both chief negotiators. Such Memorandum of Understanding shall then be submitted to the Association for its members' approval and to the Board of Education of the District for the Board of Education's approval of the Memorandum of Understanding. When both the Association and the Board of Education of the District have approved said Memorandum of Understanding, it shall then become the contractual obligation of both parties.

ARTICLE 7: HEALTH INSURANCE AND BENEFITS

(A) Hospitalization and Medical Insurance

Health Insurance will be available upon employment according to a plan adopted by the Board. Effective July 1, 1997, the District will provide all eligible employees, whether enrolled under an individual or family plan, health insurance coverage and benefits at a similar level to the levels set forth in the Allegany/Cattaraugus Schools Medical Plan and "Major/Medical" with "Managed Care" and North American Preferred Provider Network (NAPPN), with an annual deductible of One Hundred Dollars (\$100) for individual coverage and Two Hundred Dollars (\$200) for Family coverage, and with a \$10.00 Brand Name/\$7.00 Generic/\$4.00 Mail Order co-pay prescription plan. This plan will be the base plan (hereinafter "Base Plan") available to all unit members.

Commencing July 1, 1999, unit members will be responsible for paying 100% of the premium costs for the coverage selected.

If for any reason, the Plan ceases to exist or the District terminates its participation, the District will provide coverage equal to or better than the Plan coverage in existence at the time of the termination for current employees. The District has the option of substituting alternative coverage.

Administrators not participating in the District's health insurance plan will receive a One thousand five hundred Dollar (\$1500) buyout.

(B) Supplemental Medical/Dental/Optical, Disability/Life Insurance

The District will provide administrators with a personal trust fund for the payment of health, dental, optical, disability or life insurance. The amount the District will contribute is as follows:

Commencing with the 1999-2000 school year:

\$1,300 per year for full-time administrators employed prior to January 1, 1999

\$1,000 per year for full-time administrators employed on or after January 1, 1999

(C) Flexible Spending Account

The District will adopt a Section 125 Flexible Spending Account Plan for all administrators.

(D) Base Salary Adjustment

Commencing on July 1, 1999, the District will increase the administrator's annual base salary by the following stipend amount, which amount shall be reported to the New York State Retirement System as earned income:

- (1) for administrators hired prior to January 1, 1999, 100% of the value of the yearly District cost for health insurance premiums and personal trust fund contributions for that employee; or
- (2) for administrators hired on or after January 1, 1999, 90% of the value of the yearly District cost for health insurance premiums and personal trust fund contributions for that employee.

(E) Annual Physicals

The District shall reimburse administrators for the cost of annual physicals not covered by health insurance.

ARTICLE 8: SICK DAY BUYOUT

Upon retirement, each unit member may claim up to a maximum of 200 accumulated sick days at fifty-five dollars (\$55) per day. The total amount (number of sick days times fifty-five dollars) will be held in escrow by the District and will be used to pay future monthly health insurance premiums until the total held in escrow has been used; or at the employees option, a monthly cash installment equal to the monthly health insurance premiums will be paid until the total amount in escrow has been used.

In the event of death, health insurance monthly payments or monthly cash installment payments will be made for or to the surviving spouse until the total held in escrow has been used.

ARTICLE 9: PROFESSIONAL DUES

Unit members will have their membership dues paid to an educational agency or organization in an amount up to Seven hundred fifty Dollars (\$750) per year.

ARTICLE 10: COMPENSATION

Effective July 1, 1997, each administrator shall receive a 3.65% increase on their 1996-97 salary, retroactive to July 1, 1997.

Effective July 1, 1998, each administrator shall receive a 3.75% increase on their 1997-98 salary retroactive to July 1, 1998.

Effective July 1, 1999, each administrator shall receive a 3.85% increase on their 1998-99 salary retroactive to July 1, 1999.

Effective July 1, 2000, each administrator shall receive a 4.00% increase on their 1999-00 salary.

ARTICLE 11: GRIEVANCE PROCEDURE

(A) DECLARATION OF PURPOSE

The District and Association recognize the importance of an orderly and clearly defined procedure for processing grievances for employees covered by this agreement. It is the primary purpose of this procedure to resolve a grievance at the earliest possible stage.

(B) DEFINITIONS

1. **Grievance:** A grievance is a claim by any administrator or group of administrators that an express term of this agreement has been violated.
2. **Aggrieved Party:** An aggrieved party is any administrator or group of administrators filing a grievance.

(C) GENERAL PROCEDURES

1. Each written grievance shall include:
 - a) the name of the aggrieved party;

- b) the specific article, section or clause of this agreement alleged to have been Violated;
 - c) the time and place where the events constituting the grievance existed;
 - d) the party allegedly responsible for causing or involved in the alleged violation;
 - e) a statement of the nature of the grievance; and
 - f) the specific remedy being sought.
2. The Superintendent and the Association agree to facilitate any investigation which may be required. Both parties agree to honor reasonable requests for relevant materials, documents, and records concerning the alleged grievance.
 3. Any records dealing with the alleged grievance shall be filed separately from the personnel file of the aggrieved party.
 4. The seeking of relief pursuant to this procedure shall constitute a waiver of any right to seek the same or similar relief in any other forum; and the seeking of relief in any other forum shall constitute a waiver of the right to pursue a grievance hereunder.
 5. At the first two (2) steps of the procedure hereunder, the aggrieved party shall have the right to proceed alone or with a representative of the Association to represent him/her. The Association shall nonetheless be given a written copy of any decision at all stages hereunder.

(D) TIME LIMITS

1. No written grievance will be entertained, and such grievance will be deemed waived, unless presented at Step 1(b) within fifteen (15) calendar days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.
2. If an aggrieved party fails to appeal an unsatisfactory disposition of his/her 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 aggrieved party 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.

(E) STEP 1: SUPERINTENDENT

- a. The aggrieved party shall first discuss the grievance with the Superintendent, with the objective of resolving the matter informally. The aggrieved

employee shall be required to advise the Superintendent that the meeting regards a grievance which, in this instance, is to be discussed informally.

- b. If the grievance is not resolved informally, the aggrieved party shall submit a written grievance to the Superintendent within fifteen (15) calendar days after the employee knew or should have known of the act or condition on which the grievance is based.
- c. The Superintendent, or his/her designee, will meet with the aggrieved party and/or his/her representative to discuss the grievance and gain additional information necessary to respond to the written grievance. In any case, the Superintendent shall render his/her decision concerning the written grievance within twenty (20) calendar days of receipt.

(F) STEP 2: SUBMISSION OF WRITTEN GRIEVANCE TO BOARD OF EDUCATION

In the event that the aggrieved party is not satisfied with the Step 1 decision of the Superintendent, she/he may then file a written grievance appealing the decision of the Superintendent with the clerk of the Board within five (5) calendar days of receipt of the Superintendent's Step 1 determination. The Board, or a committee of the Board, will schedule a meeting with the aggrieved party and/or his/her representative within twenty (20) calendar days of receipt of the request for Board review. The Board shall respond to the written grievance filed with it within ten (10) calendar days following the meeting.

(G) STEP 3: APPEAL TO ARBITRATION

1. If the grievance is not satisfactorily resolved at Step 2, and if the Association wishes to proceed further under the grievance procedure, the Association shall, within five (5) calendar days after receipt of the decision at Step 2, file a demand for arbitration with written notice to clerk of the Board of Education.
2. The arbitrator shall be chosen and the arbitration shall proceed in accordance with the rules of the American Arbitration Association.
3. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning and conclusions on the issue; however, in rendering a written award, the arbitrator shall not submit observations or declarations of opinions which are not essential in reaching the decision.

4. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law; which is violative of the terms of this Agreement; which alters, modifies, adds to or subtracts from the provisions of the Agreement.
5. The decision of the arbitrator shall be final and binding upon all parties.
6. The cost of the services of the arbitrator will be borne equally by the District and the Association.

ARTICLE 12: CIVIL SERVICE LAW, ARTICLE 14, SECTION 204-A

IT IS REQUIRED 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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

ARTICLE 13: SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 14: DURATION

This Agreement shall become effective on July 1, 1997, except as otherwise noted herein and shall continue in full force and effect through June 30, 2001.

IN WITNESS WHEREOF, the parties hereunto set their hand and seals this
22 day of September, 1999.

**BOLIVAR-RICHBURG
ADMINISTRATOR'S
ASSOCIATION**

**SUPERINTENDENT OF
SCHOOLS OF THE
BOLIVAR-RICHBURG
CENTRAL SCHOOL
DISTRICT**

BY: Charles C. Montini

BY: Robert M. Montini

ADDENDUM

1. The following adjustments will be made to the salary of administrator Joseph DeCerbo over the life of this Agreement:

Effective 7/1/97, additional salary increase of \$1,000

Effective 7/1/98, additional salary increase of \$1,000

Effective 7/1/99, additional salary increase of \$1,000

2. For school years 1997-98 and 1998-99, the following administrators will be provided a personal trust fund for the payment of health, dental, optical, disability or life insurance in the designated amounts herein:

\$1,300 for administrator Vincent DiTanna

\$1,000 for administrators Joseph DeCerbo and Charles Bostwick

3. For administrator Charles Bostwick only, upon retirement or death, for each twenty (20) days of accumulated sick and vacation leave, one year of individual health insurance coverage will be provided for Mr. Bostwick or his spouse.

4. The District will provide administrator Vincent DiTanna with disability insurance through the Jardine Group Services and SAANYS at no cost to himself.

ADDENDUM II

1. The Director of Guidance shall receive the increase outlined in Article 10: Compensation on his 1996-97 stipend of \$2,376.00. It will be paid as follows:

1997-98	\$2,462.72
1998-99	\$2,555.08
1999-00	\$2,653.45

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