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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
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DEC 21 2006

AGREEMENT

OFFICE OF THE CHAIR

Between

BALDWIN SUPERVISORS ASSOCIATION

and

BALDWIN UNION FREE SCHOOL DISTRICT

July 1, 2005 – June 30, 2007

**RECEIVED**

DEC 21 2006

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

Baldwin Union Free School District  
Town of Hempstead  
Baldwin, New York



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This is an Agreement made on the 28 day of November, 2006, by and between the Baldwin Union Free School District, Town of Hempstead, Nassau County, New York (Baldwin Public Schools), hereinafter called the "District" and the Baldwin Supervisors Association, hereinafter called the "BSA" or the "Association."

WHEREAS, the attainment of the objectives of the educational program in the schools operated by the Board requires mutual understanding, cooperation and good faith on the part of the Board, the Superintendent and his administrative staff, the BSA and all certified department chairpersons and district supervisors or coordinators, hereinafter called department chairpersons.

WHEREAS, the BSA represents all department chairpersons employed by the Board for purposes of collective bargaining and grievance administration, and was so recognized by the Board;

IT IS HEREBY AGREED AS FOLLOWS:

#### **ARTICLE I**

#### **RECOGNITION**

1. The District shall continue to recognize BSA as the exclusive representative of all Department Chairpersons, and the District Supervisor of Psychological Services, employed by it for the purpose of bargaining collectively in the determination of, and administration of grievances arising under the terms and conditions of employment of such employees and for the purpose of entering into a written contract (hereafter "collective bargaining agreement") with BSA in determining such terms and conditions of employment; provided, however, that such exclusive recognition shall not preclude an employee from presenting grievances to the Board or its representative and to have such grievances adjusted without intervention of the BSA, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect. If

the individual supervisor so desires, BSA representatives may participate when such adjustment is discussed.

2. BSA agrees that it does not have and will not assert the right to strike against any government, including the District, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

## ARTICLE II

### DUES DEDUCTIONS

1. The District agrees to deduct the membership dues of the BSA from the salaries of those department chairpersons covered by this Agreement who have individually and voluntarily authorized the District to make such deductions. The sum so deducted shall promptly be transmitted to BSA: The authorizations shall be in writing on a card entitled "Designation and Payroll Deduction Authorization" and shall be in a form which accords with applicable law.

2. Deductions referred to in Paragraph 1 of this Article shall be made in the following manner: The total annual membership dues request to be deducted in four (4) equal monthly installments (starting with the second paycheck in September). No later than September 20<sup>th</sup>, the BSA shall provide the District with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the District to deduct dues for BSA. Should a department chairperson covered by this contract by electing to pay membership dues to BSA also thereby elect to become a member of one or more other professional associations, the BSA shall forward to the Superintendent of Schools a list of the department chairpersons who have elected to become members thereof, together with their addresses, their school assignment, and the amounts to be deducted from salary. BSA shall be responsible for transmitting dues to such

professional organizations, said funds having been transmitted to BSA by the District pursuant to Paragraph 1 hereof.

3. Additional authorizations submitted at least three (3) weeks prior to any regularly scheduled pay date shall be honored and deductions made for the balance of the scheduled deduction period.

4. The District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the BSA. Transmittals shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each as provided by the BSA. If deductions have been made for only a portion of the deduction period, the listing should show the date of commencement for such deductions.

5. An employee may withdraw his authorization at any time by written notice received by the District at least three (3) weeks prior to the effective pay period or within such shorter period as may be required by applicable law. The BSA shall then be advised of the receipt of a withdrawal of dues deduction authorization.

6. An appropriate refund procedure shall be developed by the BSA to reimburse BSA members for dues deductions that are owed to BSA members as a result of improper dues deduction, withdrawal of authorization, no longer belonging to BSA, advance payment of dues through deductions or any other valid reason.

7. The Association and its members will hold the District harmless in connection with any action or proceeding arising out of deductions which are made based upon a certification by the Association.



### ARTICLE III

#### DEPARTMENT CHAIRPERSON'S RIGHTS

1. The Board hereby agrees that every department chairperson employed by it shall have the right freely to organize and join and support the Association for the purpose of engaging in collective negotiations in accordance with Article 14 of the Civil Service Law, or freely to refrain therefrom. The District agrees that it will not discriminate against any department chairperson with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the District, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

2. Nothing contained herein shall be construed to deny or restrict to any department chairperson, or to the Board or its representatives, rights he/she or they may have under the New York State Education or Civil Service Laws, or other applicable laws.

3. The Association shall have the right to use space, approved by the Superintendent, for Association membership meetings, provided these meetings do not conflict with previously scheduled activities and do not interfere with any educational programs nor Board of Education meetings.

The Association shall have the right, subject to the approval of the Superintendent to use school facilities and equipment, including typewriters, copying machines, calculating machines, and all types of audio-visual equipment. Such use shall be in school facilities at times when facilities or equipment are not needed for District business,

and at times that are otherwise reasonable. The Association shall pay for all materials and supplies incident to such use at the District's cost price.

The Association shall have the right to post notices, without prior approval or notification, of its activities and matters of Association concern in space on bulletin boards provided by the District and located in faculty rooms and near the sign-in/sign-out sheet in each school. Any such notice must be clearly labeled as coming from the Association. All notices which do not identify their source shall be removed by the administration.

Announcements of meetings of the Association may be listed in school activity bulletins and the public address system may be used for announcing the date, time and place of meetings with normal approval of the building principal.

The Association, without prior approval or notification, may use the intra-district mail service and department chairperson's mail boxes for communication to department chairpersons provided that all such communications are clearly labeled as coming from the Association.

4. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at times which are in no way in conflict with the representatives' obligations under this Agreement, and which do not interfere with or interrupt school operations.

5. The District agrees to furnish to the Association, upon request, the proposed budget prior to public release, the agenda and minutes of all Board meetings, Treasurer's reports, district census data, names and addresses of all department chairpersons unless a department chairperson objects in writing to divulging his address, and such other information of the type furnished by the District to the Association in the

past, to assist the Association in developing accurate and constructive programs on behalf of the department chairpersons and students.

6. Upon its request, the Association shall be given reasonable opportunity to consult with the Board or its representative on major revisions of educational policy or programs which are proposed or under consideration. This right to consult shall not curtail the Board's right to adopt such programs or to make such revisions of educational policy or programs which are proposed or under consideration. This right to consult shall not curtail the Board's right to adopt such programs or to make such revisions, nor shall it subject such programs or revisions to the grievance procedures of this Agreement.

7. With respect to their outside activities, department chairpersons shall be entitled to full rights of citizenship and no religious nor lawful political or economic activity of any supervisor, nor the lack of such activities, shall be grounds for any discipline or discrimination with respect to this professional employment of department chairpersons. The private and personal life of a department chairperson is not within the appropriate concern or attention of the Board, provided that the department chairperson conducts him/herself in accordance with the standards set forth in the Education Law.

8. The provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin nor marital status, and without regard (except for bona-fide occupational qualifications) to age, sex or handicap.

#### **ARTICLE IV**

#### **WORK YEAR**

Each chairperson will work a total of five (5) days in addition to the teachers' calendar. The days will be worked out with the building principal. For approved

additional days worked beyond the five (5) required days, a chairperson will be paid at the rate of 1/200<sup>th</sup> of his/her annual salary (stipend included).

To facilitate extra help, chairpersons will post office hours in which extra help will be provided by them of no less than 30 minutes, two times a week; it being understood that the required posting of such hours will not act to limit such help to those periods of time.

With regard to the ninth period or professional period, chairpersons will not participate in a rotating substitute pool, but will provide substitute coverage when the substitute pool is exhausted or in bona fide emergencies. In addition to the ninth period professional responsibilities listed in Article V of the B.T.A. contract, chairpersons will also provide professional leadership to teachers and substitutes, supervise teachers in their department, provide staff training, as well as other chairperson responsibilities.

Upon the request of the District, chairpersons shall attend up to two (2) evening events per year, such as the evening freshman orientation, the eighth grade orientation evening program, academic award night, or any other evening event of a similar nature.

Chairpersons will respond to requests for appropriate assistance during periods of time beyond the regular workday, made upon reasonable notice to Chairpersons, except in emergencies.

## ARTICLE V

### SECRETARIAL HELP

Secretarial help shall be made available for the department chairpersons in each of the secondary schools in order to assist them in the performance of their duties.

**ARTICLE VI**

**REDUCED TEACHING PERIODS**

1. As more fully detailed below, the following schedule shall govern the number of periods less than normal teaching load that shall be provided for department chairpersons:

Number of Teachers in Department <u>(including Chairpersons and fractions of ½ or over)</u>	Teaching Periods less than <u>Normal Teaching Load in Dept.</u>
1 – 3	0
4 – 10	1
11 – 14	2
15 or more	2 Assignment of a Dept Aide will be at the discretion of the Superintendent

2. Department chairpersons who are responsible for more than five (5) probationary teachers may, at the discretion of the Superintendent of Schools, be allowed one additional period for supervision for a particular semester. The Superintendent of Schools after discussion with the BSA, may, at his/her discretion, grant additional time for supervision because of unique problems of supervision that could exist.

**ARTICLE VII**

**SALARY SCHEDULE**

The salary schedule for Chairpersons (Schedules A & B) shall be increased as follows:

Year 1 – July 1, 2005 – June 30, 2006: 3.5% Increase  
Year 2 – July 1, 2006 – June 30, 2007: 3.5% Increase

1. There shall be two salary schedules to compensate Department Chairpersons which will be in addition to their compensation on the teacher's salary schedule.

**SCHEDULE A**  
**ACTING DEPARTMENT CHAIRPERSON**

	2005-2006	2006-2007
Step 1	\$5,980	\$6,189
Step 2	\$6,397	\$6,621

**SCHEDULE B**  
**DEPARTMENT CHAIRPERSON**

	2005-2006	2006-2007
Step 1	\$7,854	\$8,129
Step 2	\$9,239	\$9,562
Step 3	\$11,003	\$11,388
Step 4	\$11,761	\$12,173
Step 5	\$12,761	\$13,208

2. The administration should seek candidates for the position of Department Chairperson who are certified in New York State as School Administrator and Supervisor.

3. Department chairpersons appointed effective July 1, 1977 or thereafter, who are not fully certified as a School Administrator and Supervisor will be appointed as Acting Department Chairperson.

4. If an Acting Department Chairperson is not fully certified as a School Administrator and Supervisor within two (2) years after the date of his/her appointment, he/she will not be appointed for a 3<sup>rd</sup> consecutive year. Notwithstanding the above the Superintendent of Schools, in his/her discretion, may dispense with the requirement of certification for a further period of time (the maximum stipend for the Acting Department Chairperson will be \$6,397 for the 2005-06 school year and \$6,621 for the 2006-07 school year, in addition to his/her compensation as a teacher).

5. If an Acting Department Chairperson becomes certified as a School Administrator and Supervisor during the first year of service he/she will be placed on the

first step of the Department Chairperson's schedule in the following school year. If so certified after the first year of service, he/she will be placed on the second step of the Department Chairperson's salary schedule in the school year following the year in which certification is granted.

If certification is granted prior to October 1, in any school year, however, the aforementioned changes in salary schedule placement shall be retroactive to September of the same school year.

6. The Superintendent of Schools may discipline, via a reprimand, fine or deprivation of any salary increase as a department chairperson when it is deemed warranted by the performance of a department chairperson. Any such discipline via a reprimand, fine or deprivation of any salary increase as a department chairperson may be subject to the grievance procedure hereinafter set forth. It is understood that the maximum fine is the equivalent of the average increment of the salary, under Article VII, Schedule B, that a department chairperson receives in addition to compensation as a teacher.

## ARTICLE VIII

### ELIMINATION OF POSITIONS

The Board shall not eliminate any of the department chairperson's positions that were in effect on the effective date of this Agreement without first advising BSA regarding the matter. Should BSA desire to consult with the Board with respect to the matter, it shall notify the Board in writing within ten (10) days following the notification. It is understood that such consultations are for the purpose of exchanging information and points of view and shall not be deemed to be negotiations with BSA pursuant to the Taylor Act.

## **ARTICLE IX**

### **ADVICE AND CONSULTATION**

The District recognizes the professional competency of its department chairpersons and acknowledges the critical nature of their part in supervising the agreement with the recognized teacher organization in the District. The District will consult, prior to signing agreements or contracts with the recognized teacher organization, with appropriate department chairpersons through regular channels regarding changes in policy that will affect supervision in the schools. It is understood that such consultations are for the purpose of exchanging information and points of view and shall not be deemed to be negotiations with the BSA pursuant to the Taylor Act.

## **ARTICLE X**

### **SICK LEAVE, PERSONAL BUSINESS LEAVE AND FAMILY ILLNESS**

1. The pay of department chairpersons shall be continued during absence because of illness, personal business and illness in the immediate family for fifteen (15) days in each school year, subject to the following conditions:

A. Leave of absence for personal reasons shall not exceed two (2) days in any school year. Leave of absence for personal reasons shall be granted by the Superintendent or his/her agent upon appropriate certification by the department chairperson that a justifiable personal reason exists.

B. Leaves of absence due to illness in the immediate family shall be granted when requested by the department chairperson but shall not exceed five (5) days in any school year.

C. If sickness or disability occurs during a working day and the employee is relieved of duties during the morning, the employee will be charged one full



day sick leave; if the employee is relieved of duties after working half a day, the employee shall be charged one-half (1/2) day sick leave. Any additional absence required on the subsequent day(s) will be subject to sick leave regulations. The same formula will be utilized for part-time employees who work less than one-half (1/2) of their work day.

In addition, unused portions of the fifteen (15) days may be accumulated up to 200 days consistent with requirements for leaves of absence for personal reasons and leaves of absence due to illness in the immediate family set forth above. The days beyond the accumulation of 185 will be counted on a 1 for 2 basis. For example: in order to reach 200 days, a chairperson must have 30 additional days of unused sick leave.

Such leave shall accrue at the beginning of the school year in accordance with past practice. At or near the beginning of the school year, the department chairperson shall be notified in writing as to the amount of his/her accumulated leave. When chairpersons leave the District during the school year, their sick leave, personal business leave and family illness leave will be computed on the basis of 1 ½ days per month worked.

2. Absence because of personal illness, which exceeds the sick leave accrued by a particular department chairperson under Paragraph A of this Article, may be covered by an extension of sick leave upon request by the department chairperson, supported by a certificate as to the nature of the illness from the attending licensed physician, and upon approval by the Superintendent.

Such additional leave shall be for a number of days not to exceed thirty (30) days and may be renewed for two further periods of thirty (30) days each, provided that for each period the necessary certification and approval is obtained as indicated above, and

also provided that the total number of days of regular and additional sick leave does not exceed 185 days.

3. Absence due to injury or illness incurred in the course of the department chairperson's employment and for which the department chairperson is entitled to benefits under the New York State Worker's Compensation Law shall not be charged against the department chairperson's sick leave days, provided that the District shall only pay to such department chairperson the difference between his/her salary and the benefits received under the New York State Worker's Compensation Law for the duration of his/her sick leave under Paragraphs A and B of this Article provided that:

The Chairperson files a Worker's Compensation Claim Form with the District's Business Office within fifteen (15) District business days after the date of the accident or within five (5) District business days after the Chairperson is physically able to file such report. Any recurrent injury must be reported and refiled.

The District shall have the right to have the employee examined periodically by a doctor of its choice for the purpose of determining the continued eligibility of the employee to receive the benefits of this section. Based on such examination, the District shall determine whether or not the employee can return to his or her regular position for full or part-time duty.

If the employee is dissatisfied with the findings of such doctor and/or the determination by the District as to whether he/she can return to duty, the employee shall have the option of requesting an examination by another doctor of appropriate specialty. The request for the designation of a new doctor shall be made to the District and be forwarded, within four (4) days of receipt, to the Nassau County Medical Society, which shall refer the parties to a list of three (3) doctors of appropriate specialty.

The District's doctor and the employee's doctor shall mutually select one (1) of the three (3) doctors from the list supplied by the Medical Society. If no selection is made, the employee's physician shall strike one (1) doctor from the list, the District's physician shall strike one (1) doctor from the list and the remaining doctor on the list shall be selected. The findings of such doctor as to whether or not the employee can return to his/her position shall be final and binding on the District and the employee.

Failure or refusal of the employee to submit to any relevant medical or physical examination required by the District shall render the employee ineligible for the benefits of this section.

4. Upon employment in the service of the District, each employee is required to have a physical examination by his/her private physician, and to have such physician report his/her findings on the medical form provided by the District.

## **ARTICLE XI**

### **PAID LEAVE FOR JURY DUTY UNDER SUBPOENA OR**

#### **DUE TO DEATH IN THE IMMEDIATE FAMILY**

1. A department chairperson called for jury duty, or subpoenaed to give testimony before any judicial or administrative tribunal, in which he/she has no financial interest, directly or indirectly, shall be compensated for the difference between the pay as a teacher and as department chairperson and the pay received for performance of such obligation.

2. Leave of absence due to death in the immediate family shall be granted when requested by the department chairperson for up to three (3) days per incident, it being understood that up to two (2) additional days may be granted by the Superintendent in the exercise of his/her discretion and upon good cause shown.

## ARTICLE XII

### SABBATICAL LEAVE

1. One sabbatical leave of a school year's duration at sixty (60) percent of their base annual salary and their compensation as a department chairperson will be available for the purposes of health, provided the necessity for such leave is approved by the District's physician, who shall not unreasonably withhold such approval. After every fourteen (14) years of continuous service in the District a department chairperson shall be eligible for said leave.

2. During such sabbatical leave the department chairperson shall be considered to be in the employ of the District.

3. A department chairperson, upon return from sabbatical leave, shall be restored to his/her former position, or to a position of like nature and status, provided such position still exists within the District, and shall be placed at the same position on the salary schedule as he/she would have been on had he/she taught in the District during such period.

4. Upon the completion of a sabbatical leave for purposes of health, a department chairperson or District supervisor must serve in the District at least one school year.

5. Should applications for such a sabbatical for purposes of health exceed the limitation set forth herein of one (1), preference will be given on the basis of length of continuous service in the District and the number of years of service without a sabbatical leave for purposes of health or since the last such leave.

**ARTICLE XIII**

**UNPAID LEAVES OF ABSENCE**

Department chairpersons are to receive the same unpaid leaves of absence as outlined in Article XIII of the Agreement between the Baldwin Teachers' Association and the Baldwin Union Free School District for the years July 1, 2004 – June 30, 2007.

**ARTICLE XIV**

**ACADEMIC FREEDOM**

1. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for department chairperson and student is encouraged. It is further recognized that exercise of academic freedom places a corresponding burden of academic responsibility on all persons to maintain academic freedom of all people, to preserve the boundaries of propriety and good taste, and to refrain from undue or unnecessary embarrassment to individuals and groups.

2. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the District and to exhibit by appropriate examples the basic objectives of a democratic society.

## ARTICLE XV

### STUDENT DISCIPLINE AND DEPARTMENT CHAIRPERSON PROTECTION

1. The department chairperson recognizes his/her responsibility for maintaining discipline in the classroom; he/she acknowledges his/her obligation to act in the best interests of all students. The District in turn recognizes its obligation to provide administrative and other professional support to the department chairperson in order to assist him/her in maintaining an atmosphere for most effective learning in his/her classroom.

2. It is recognized that discipline problems are less likely to occur in classes that are well taught and where a high level of student interest is maintained.

3. If a student's behavior or condition is such as to endanger himself/herself or others, to interfere with the learning of others, or to make him/her insubordinate or disorderly, the department chairperson who is teaching (hereafter department chairperson/teacher), shall send him/her to the proper administrative office for corrective action. In such cases, the department chairperson/teacher shall furnish the principal, as promptly as his/her teaching and department chairperson's obligations will allow, full particulars of the incident. Such student will not be permitted to return to class until the matter has been reviewed by the proper administrator. The department chairperson/teacher involved shall be required to discuss and review the matter with the administrator before a decision regarding readmission of the student to class is effected. In case of severe or repeated disruption, other appropriate specialized personnel shall be consulted before a decision regarding the readmission to class is effected.

4. Suspension of students from school may be imposed only by the Superintendent or his/her designated representative.

When in the judgment of the department chairperson/teacher, suspension or removal from class is necessary but not undertaken, the matter may be processed through the professional grievance procedure hereinafter set forth. School authorities shall endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted.

5. While on school property, or in discharge of his/her duty, a department chairperson/teacher may use such force against a student as is necessary and reasonable to protect himself/herself against attack or to prevent injury to another person.

Any case of assault upon a department chairperson shall promptly be reported to the Superintendent of Schools or his/her designated representative. The Board will provide legal advice to the supervisor of his/her rights and obligations with respect to such assault.

6. Time lost because of injury to a department chairperson in connection with any incident mentioned in Paragraph 5 above, shall not be charged against the department chairperson.

## **ARTICLE XVI**

### **COMPLAINT PROCEDURE**

Parents and/or legal guardians who have a complaint against a chairperson's performance will be encouraged by administration to resolve the matter directly with the chairperson.

If the complaint is not resolved between the chairperson and the complaining parents or guardians, the school principal or his/her designee will seek a resolution of the complaint.

## ARTICLE XVII

### INSURANCE PROTECTION

1. The District will provide \$49,000 life insurance coverage for each covered employee.

2. For the entire term of this Agreement, the District will provide health, hospital, and dental insurance comparable to that being currently provided on January 1, 1989, it being understood that should the District intend to change carriers, it will discuss the matter with the Association and seek to obtain its consent, which shall not be unreasonably withheld. The question of whether consent has been unreasonably withheld shall be subject to expedited arbitration on request of the District under procedures otherwise established under Article XIX of the collective bargaining agreement. The District will pay 100% of the life insurance and dental plans for all supervisors except part-time supervisors employed by the District after July 1, 1982.

3. For the life of the Agreement, the District shall pay 93.6% of the premium for all individual health coverage plans offered to eligible full-time supervisors.

For the life of the Agreement, the percentage formula used to determine the share of the premiums to be paid by the District for family health coverage shall be reduced from 90% to 88% for those supervisors on the payroll as of June 30, 1976. The share of the premium to be paid by the District for family health coverage for eligible supervisors hired after June 30, 1976 shall be increased from 75% to 80%.

Effective July 1, 1989, the District shall pay 88% of the premium for HIP/HMO family coverage for eligible supervisors.

Effective July 1, 1984, individual or family supplemental major medical coverage (without vision care) will be provided by the District without cost to those eligible supervisors who have been in its continuous employ for one or more years.



Effective July 1, 1982, with respect to those supervisors employed part-time by the District after that date, the District's contribution for fringe benefits normally provided for such individuals will be prorated in each case and be equivalent to the percentage of full-time salary received by the affected part-time employee.

4. When two employee spouses have health insurance from the District, they will be eligible only for two individual plans or a single family plan (if dependent children are covered).

5. Members of the unit who were employed by the District as teachers or supervisors on June 30, 1985 and who are presently covered by the District's health insurance plans and withdraw from these plans during the life of this agreement shall receive \$300 if covered by an individual health insurance plan or \$595 if covered by a family health insurance plan provided they remain fully uncovered under any health plan provided by the District for a period of twelve (12) consecutive months.\* Such payment shall be made at the end of the initial twelve month period and at the end of each twelve month period thereafter during which the supervisor remains fully uncovered as above said.

\*Should the appropriate regulatory authorities adopt a rule that precludes dual coverage, payment shall not be made to members of the unit who would thus be ineligible under the District's health insurance plans.

Nothing contained herein shall preclude a member from re-entering the plan within the twelve month period, provided, however, that in the case of a covered employee who re-enters in less than twelve months, no payment shall be made hereunder. A supervisor may review this option each year and promptly notify the District in writing of any change.

Should such a supervisor (or a new member) opt to be covered under the District's health plans, the District will waive the waiting period provided that it is permitted by the carrier to do so and without incurring any additional cost as a result thereof.

## ARTICLE XVIII

### IMPACT OF EXCESSING

1. In the event that a Chairperson who is a tenured teacher with five (5) or more years of teacher employment in the District is excessed, the following procedures will be employed:

A. Such excessed chairpersons shall be placed in other openings for which they are certified or certifiable over the summer. To be considered "certifiable over the summer," the chairperson must show by May 15<sup>th</sup> that he/she has enrolled (or plans definitely to enroll) in a program of study that, if completed prior to September 1<sup>st</sup>, would qualify him/her for a provisional certificate. An excessed chairperson placed in another opening for which he/she is certified shall be placed on salary steps as follows:

If the excessed chairperson would have been eligible for step 6 on the teacher salary schedule, he/she would be placed on step 3; if the excessed chairperson would have been eligible for step 7 on the teacher salary schedule, he/she would be placed on step 3; if the excessed chairperson would have been eligible for step 8 on the teacher salary schedule, he/she would be placed on step 4; if the excessed chairperson would have been eligible for step 9 on the teacher salary schedule, he/she would be placed on step 4; if the excessed chairperson would have been eligible for step 10 on the teacher salary schedule, he/she would be placed on step 5; if the excessed chairperson would have been eligible for step 11 on the teacher salary schedule, he/she would be

placed on step 5; if the excessed chairperson would have been eligible for step 12 or beyond on the teacher salary schedule, he/she would be placed on step 6 (maximum).

When the excessed chairperson who has been placed in another opening in the District has been recalled to original tenure area, he/she shall be placed on the step of the salary schedule for which he/she was eligible prior to being excessed and given additional salary step advancement for teaching in the new certification area for each complete year.

**B.** If there are no positions open for which the department chairperson is certified, said department chairperson shall be a "Priority substitute teacher." "Priority substitute teachers" retain all their District-paid insurance benefits for one year, are paid at the per diem rate of \$95 per day or \$5 above the District's prevailing per diem substitutes' rate, whichever is greater, and are called first in all areas where they can legally substitute. Such priority substitutes shall be placed in full-time positions as those positions become available in areas for which they are certified on a seniority basis.

**C.** Priority substitutes shall remain on the priority substitute list for four (4) years or until they obtain a regular full-time position in a public school or in a college or university, which is shorter.

**D.** Where a priority substitute teacher list exists, the Association, and the persons on said lists shall be given lists of the vacancies in the appropriate subject areas in timely fashion before hiring takes place.

**E.** Paragraphs 1 through 5 of this Article are to be implemented consistent with State Law regarding re-employment of laid-off teachers.

**2.** In lieu of any and all of the aforesaid, an affected excessed department chairperson, i.e., a department chairperson described in paragraph 1 above, may elect to receive a sick leave payout computed by multiplying one-third (1/3) of his/her unused

sick leave days by 1/200<sup>th</sup> of his her annual base salary as a teacher and as a department chairperson during the final year of employment in the District. The sick leave payout shall not exceed \$10,000. Acceptance of such a payment waives any and all rights to re-employment in the District to the extent permitted by law. The District must be notified of the election of a sick leave payout within 30 days of written notification of excessing.

## ARTICLE XIX

### GRIEVANCE PROCEDURE

#### 1. Grievance

A. A “grievance” is a dispute concerning the interpretation or application or alleged breach of the terms and conditions of this Agreement or of such written policies and procedures of the Board as directly affect the salaries, hours or conditions of employment of department chairpersons covered by this contract.

B. Department chairpersons shall be entitled to the unobstructed use of the grievance procedure without fear of reprisal.

#### 2. Grievance Procedure

A. The primary purpose of the grievance procedure set forth below is to secure the equitable solution of grievances at the earliest level possible. It is understood that grievance proceedings shall be informal and shall remain confidential when necessary in order to insure privacy.

B. A department chairperson with an alleged grievance shall first discuss it with his/her immediate supervisor, with the object of resolving the matter informally. The grievant shall have ten (10) school days after becoming aware of the grievance to approach his/her immediate supervisor for such informal discussions. If the grievance is not resolved informally, it shall, within five (5) school days, be reduced to

writing and presented to the immediate supervisor. Within five (5) school days after receipt of the written grievance, the immediate supervisor shall render a written decision thereon and shall furnish it to the grievant. The term "immediate supervisor," as used herein, is defined to mean the building principal or other building level administrator to whom the grievant is primarily responsible.

C. If the grievant is not satisfied with the decision of his/her immediate supervisor, he/she shall have ten (10) days in which to file a written appeal with the Superintendent, copy to the immediate supervisor. The appeal shall include a copy of the decision of the immediate supervisor, together with a brief but complete explanation of all grounds upon which it is based. Within five (5) school days from the receipt of the appeal, the Superintendent shall meet with the grievant in an effort to resolve the grievance. If the grievance is not resolved at such meeting (or meetings should more than one be necessary), the Superintendent shall issue his/her decision in writing no later than five (5) school days after the close of the last meeting with the grievant.

D. If the grievant is not satisfied with the decision of the Superintendent, he/she shall, within ten (10) school days, file a written appeal with the Board of Education with a copy to the Superintendent. This appeal shall contain a complete explanation of all grounds upon which the appeal is based. Within twenty (20) school days, the Board of Education or a committee of Board members, shall meet with the grievant to consider the grievance. Within ten (10) school days after such meeting (or meetings should more than one be necessary), the Board shall render its decision in writing. That decision shall be final and binding upon the grievant, the administration and the Association.

**E.** If a grievance arises from the alleged action of administrators who hold positions above building level, or stems from the application of District-wide policies, it may be submitted directly to the Superintendent under Paragraph C of this section.

**3. Time Limits**

**A.** Because it is important that grievances be processed as rapidly as possible, the number of days afforded to any party at any step shall be considered a maximum and every effort shall be made by all the parties to expedite the process.

**B.** The failure to process a grievance within the time limits set forth above shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal.

**C.** The failure of an administrator to communicate his/her decision within the specified time limits shall permit the grievant to proceed to the next level without further delay.

**D.** If a grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

**4. Representation**

**A.** The Association shall have the right to represent grievants at each step of the procedure described above; provided, however, that the grievant must first make and then maintain in effect a request that the Association do so.

**B.** Nothing contained in this Article shall be construed to limit the right of any department chairperson having a grievance to discuss the matter informally with any appropriate member of the administration or from having the grievance adjusted under the procedure described above without the intervention of the Association;

provided, however, that (a) the adjustment is not inconsistent with the terms of the contract; and (b) the Association has been given an opportunity to state its views on the grievance.

C. No department chairperson may be represented in the adjustment of any grievance by any employee organization other than the Association.

## **ARTICLE XX**

### **EVALUATION OF SUPERVISORS**

It is understood that the BSA and its members:

1. Accept full responsibility for all supervisory services outlined in their job description, and to
2. Accept the need for full performance and the actual provision of these services without specified time limits.

It is further understood that the job description and the method used for the evaluation of supervisor's performance is subject to change by the Superintendent of Schools, following a review discussion and recommendation of a committee of administrators, appointed by the Superintendent of Schools, and representatives of the BSA, appointed by their President.

## **ARTICLE XXI**

### **PERFORMANCE**

For purposes of this article, the term part-time supervisor means a supervisor who teaches or provides psychological services for three (3) or more periods per day.

1. Part-Time Supervisor With Three or More Years of Service as Such in Baldwin Who is a Tenured Teacher in Baldwin

Upon receiving a negative Annual Performance Evaluation, a part-time supervisor who has had three or more years of service as a supervisor in Baldwin and who is tenured as a Baldwin teacher, will be continued in his/her part-time supervisory position for one year. His/her supervisory performance will be evaluated and if not found satisfactory, the supervisor will be terminated, as such, at the conclusion of that year or, at the District's option in order to accommodate staffing needs, at the close of the first semester thereafter. Notice of termination will be provided in writing thirty (30) days prior to the end of the year. If the District exercises its option to extend supervisory employment for a semester, his/her supervisory performance will be evaluated during that semester and if found satisfactory, the termination will be revoked. If warranted, written notice of revocation will be provided at least thirty (30) days prior to the end of the semester; otherwise, the termination shall stand.

2. Part-time Supervisor Within His/Her First Three Years of Service as Such in Baldwin Who is a Tenured Teacher in Baldwin

Upon receiving a negative supervisory performance evaluation, a part-time supervisor within his/her first three years of service as such in Baldwin who is tenured as a teacher in Baldwin will be continued in his/her position for the remainder of the year. His/her supervisory performance will continue to be evaluated and, if not found satisfactory, the part-time supervisor will be terminated, as such, at the conclusion of the year. Notice of termination of service as a supervisor will be provided in writing at least thirty (30) days prior to the end of the year.

3. Acting Full-Time Supervisor Who is a Tenured Teacher in Baldwin

Upon receiving a negative supervisory performance evaluation, a full-time acting supervisor who is a tenured teacher in Baldwin, will be continued in his/her acting supervisory position for the remainder of the year. His/her performance will continue to



be evaluated during that year and, if not found satisfactory, the acting supervisor will be terminated, as such, at the conclusion of the year. Notice of termination as an acting supervisor will be provided in writing at least thirty (30) days prior to the end of the year.

4. All Other Supervisors or Acting Supervisors

The procedures outlined in the New York State Education Law will be utilized for terminating the employment of all other supervisors, including but not limited to tenured full-time supervisors, full-time probationary supervisors, part-time supervisors who do not have tenure in Baldwin and acting supervisors within the first three years of their service as such in Baldwin who do not have teacher tenure in Baldwin.

**ARTICLE XXII**

**DURATION AND REOPENING**

1. This contract constitutes the complete Agreement between the parties.

2. 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

3. Unless otherwise specified in this Article, this Agreement shall become effective July 1, 2005, and shall remain in full force and effect up to and including June 30, 2007 and shall automatically be renewed thereafter for periods of one (1) year unless either party notifies the other, in writing, by certified mail, at least 170 days prior to June 30, 2007, or any subsequent annual anniversary date, of its desire to make changes herein or to terminate this Agreement.

4. If notice is served pursuant to Paragraph 2 of this Article, the Association shall specify all its proposals (both budgetary and non-budgetary items) in writing and shall supply them to the Board on or before January 16, 2007. The District shall specify all its proposals (both budgetary and non-budgetary items) on or before January 16, 2007.

5. Following the service of all proposals as aforesaid, the parties shall bargain in good faith in an attempt to resolve such differences as may exist between them with respect to those proposals.

6. If such differences are not resolved by March 15, 2007, either party may declare in writing that an impasse exists and so inform PERB.

7. The Association's right to representation shall be governed by Article I and shall not be affected by this Article.

Executed this 28<sup>th</sup> day of November, 2006.

**BALDWIN UNION FREE SCHOOL  
DISTRICT**

BY:

  
Superintendent of Schools

**BALDWIN SUPERVISORS  
ASSOCIATION**

BY:

  
President

BY:

Assistant Superintendent – Human Resources

The purpose of this memorandum is to confirm the understanding that was reached during negotiations: Should the negotiations between the District and the Baldwin Teachers Association result in changes in terms and conditions of employment or in benefits, those changes shall be binding on the members of the Baldwin Supervisors Association and will be reflected in the appropriate provisions of the new Agreement between the District and the Baldwin Supervisors Association.

