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Jamestown City School District And  
Jamestown Principals Assn

SD  
AD 2

**Agreement**  
between  
Superintendent of  
the Jamestown Public Schools  
and  
Jamestown Principals Association

*July 1, 2001-June 30, 2004*

Final approval December 10, 2001

**RECEIVED**

DEC 22 2003

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

*16 Members*

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The Jamestown Board of Education, hereinafter referred to as the Board, and the Jamestown Principals' Association, hereinafter referred to as the Association, agree as follows:

**ARTICLE I**  
**RECOGNITION**

The Board hereby recognizes the Association as the exclusive representative of the unit members as stipulated in the PERB hearing transcript of April 29, 1971, as amended December 17, 1976, and further amended June 27, 1983, with the mutual intent to recognize a unit consisting of the positions of principal and assistant principal (hereinafter referred to as unit member[s]) for the purposes of negotiations regarding wages, hours, and other terms and conditions of employment subject to the laws of the State of New York, the rules and regulations of the Commissioner of Education and of the Board of Education.

The Board will not adopt any change in the rules and regulations which affect the wages, hours and other terms and conditions of employment without consulting the Association.

**ARTICLE II**  
**DUES DEDUCTION**

The Administration will deduct from the salaries of unit members of the Association a total amount of dues for the unit members, as said unit members individually and voluntarily authorize in writing, the Administration to deduct and transmit the monies monthly to the Association.

The Association will forward to the Administration in writing a list of the amount of dues for each member. When there are changes in the rate of membership dues, the Association will give the Administration thirty (30) days written notice prior to the effective date of such changes. The deduction list of unit members actively employed at the end of the previous school year will be given to the Administration by July 15. There will be a minimum of ten (10) deductions and such deductions to start no later than October 1.

Any unit member desiring to have the Administration discontinue deduction which the unit member has previously authorized must notify the Administration and the Association in writing by June 15th.

**ARTICLE III**  
**LEAVES**

**A. SICK LEAVE**

Each unit member, during the first three (3) years of employment will be allowed a minimum of nine (9) and a maximum of twelve (12) days, and a minimum of fourteen (14) days and a maximum of seventeen (17) days thereafter, (except as noted below) of leave of absence (sick leave) with full pay during each year of service, provided such absence is due to illness of the unit member or sickness in the unit member's immediate family (immediate family includes: husband, wife, mother, father, son, daughter, brother, sister, in-laws, anyone living in the household of the employee or others upon request to the Superintendent). Sick leave shall be accumulative to one hundred eight-five (185) days.

Three (3) additional days can be utilized each year as either sick leave, using the maximum number listed above, or as personal days. (See Section F of this Article).

B. BEREAVEMENT LEAVE

Each unit member may utilize bereavement leave up to five (5) days per occurrence for a death in the immediate family, as defined above. Such bereavement leave will be non-accumulative and may be extended at the discretion of the Superintendent. Upon application to the Superintendent and with his approval, each unit member shall be allowed a maximum of five (5) days per school year to attend a funeral of a relative not within the immediate family.

C. SICK LEAVE BANK

A sick leave bank of two hundred (200) days will be established through an initial one-time contribution by the District of one hundred (100) days. The balance, to a maximum of two hundred (200) days, will be generated by contribution from unit members.

- a) A Principal/Assistant Principal who has exhausted his/her regular sick leave accumulation may, upon application to the Superintendent and with his approval, withdraw up to one hundred (100) days per school year from the fund, provided the one hundred (100) day maximum is not exceeded.
- b) The first fifteen (15) sick leave days withdrawn from the fund will have to be repaid as soon as possible by the individual if he/she is in continued employment. Any remaining balance shall be repaid by an equal contribution of the remaining members of the group.
- c) Before the start of this sick leave program, an attending physician will certify that the individual is unable to perform duties normally associated with his/her employment.
- d) Sick leave days may be withdrawn from the fund for personal illness only.
- e) These provisions may be extended from one school year to another by mutual agreement of the Association and the Superintendent.
- f) In order to be eligible for this sick bank benefit, Principals/Assistant Principals must contribute two (2) sick days per year to the sick bank. At the end of any year in which the sick bank balance is over 170 days, no sick day contribution will be required for the next year.

D. SUPPLEMENTAL SICK LEAVE

In addition to the basic sick leave, provision is made for a ninety (90) day sick leave at one-half (1/2) salary to take effect after the unit member's individual sick leave has been exhausted. Such leave is intended for a long-term continuous single illness. Before the start of this supplemental sick leave payment, the attending physician will certify that the unit member is unable to perform duties normally associated with the unit member's employment. These provisions do not extend from one school year to another.

E. EXTENDED SICK LEAVE

Any unit member whose personal illness extends beyond the period compensated will be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness up to a maximum of three (3) years, subject to filing proper medical reports from the unit member's physician as requested by the Administration.

F. PERSONAL LEAVE

Each unit member will be allowed two (2) days of personal leave with full pay during each full year of service. An additional three (3) days, to be used as either personal days or sick leave, will also be granted. (See Section A of this Article). Said days will be provided at the discretion of the unit member under the stipulations below:

- 1) Application to the immediate supervisor for personal days must be made as early as possible and not later than noon of the work day previous to the personal absence. Request will be made on the form provided.
- 2) Emergency use (e.g., caught out of town by a weekend storm), may be made provided the unit member notifies the Superintendent's Office by telephoning the Superintendent's secretary at the Administration Building.
- 3) The Superintendent may waive the restrictions on granting personal days before and after a holiday.
- 4) Unused personal days will be added to accumulated sick leave account at the end of the school year.

G. JURY DUTY OR APPEARANCE IN JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

Time necessary for jury duty and/or appearances in any legal proceedings connected with the unit member's employment or with the school system will be granted. Jury salary, not expenses, for jury duty will be returned to the Board of Education. Such absences will not be charged to sick leave.

H. ASSOCIATION LEAVES

A leave of absence may be granted at the discretion of the Superintendent of Schools for any unit member of the Association who is elected to a major office (President, Vice President, Secretary, Treasurer) in a county, state or national professional educational organization.

If approved, the leave shall be for up to a maximum of ten (10) days per year for any unit member, and a maximum of twenty (20) days for the Association.

The unit member must submit his or her request in writing, describing the educational purpose and value of such leave.

Such leave shall not be deducted from any other leave allowance or salary.

I. EMERGENCY MILITARY LEAVE

Any unit member who is called into military or emergency active duty with any unit of the United States Military Reserves or the National Guard will be granted emergency military leave as provided for under Military Law (Section 242).

J. CHILD-REARING LEAVE

Unit members will be granted an unpaid child-rearing leave upon written application, to care for a newborn or newly adopted infant. The unit member may confer with the Human Resources Director who will advise the unit member of his/her rights and options.

K. OTHER LEAVES

Any other leave of absence such as sabbatical leave, may be granted at the discretion of the School Superintendent or his designee. A unit member must submit his or her request in writing to the Superintendent in the form and manner prescribed, and the Superintendent shall reply in writing indicating his decision.

ARTICLE IV  
NEGOTIATION PROCEDURES

A. TIME AND SCOPE OF NEGOTIATIONS

On or about March 1, and no later than March 15 of the final year of this Agreement, or at any mutually agreeable dates, the parties agree to enter into collective negotiations in accordance with the procedures set forth herein in a good faith effort to reach agreement on all matters raised by either party concerning hours, wages, terms and conditions of employment. Any agreement so negotiated shall apply to all unit members of the Association represented by the negotiating unit members, be reduced to writing, be signed by the Superintendent and the Association.

B. AVAILABILITY OF BUDGETARY AND FINANCIAL INFORMATION

The Administration will provide for review and/or copying those materials prescribed by New York State Law and/or Federal Law. The Administration will also make available to the Association for inspection and copying all information which is necessary in formulating their proposal, in accordance with the Taylor Law.

ARTICLE V  
GRIEVANCE PROCEDURE

- A. A grievance is a claim by either a unit member(s), the Association representing the unit member(s) or the Administration that there has been a violation, misinterpretation or inequitable application of this Agreement and/or other terms and conditions of employment.
- B. The aggrieved will reduce the grievance to writing, on the mutually agreed upon form, and present it to the Human Resources Director. The aggrieved may be accompanied by a designee of the Association. The Human Resources Director shall respond within ten (10) days after receipt.
- C. Should the unit member(s) desire to continue the grievance, it shall be presented to the Superintendent within ten (10) days. The Superintendent shall respond within ten (10) days after receipt.
- D. Should the member(s) or the Association decide to continue the grievance, it shall be presented to the Board of Education on or before the tenth (10th) day after the Superintendent is notified of the unit member's intent. If not resolved at the Board level, it may be presented to arbitration. Notice of intent to go to arbitration shall be given within thirty (30) days to the other party.
- E. The arbitrator may be selected by mutual agreement of the parties. Failing mutual agreement, the District and the Association will agree to request a list of arbitrators from the American Arbitration Association (AAA) or from the Public Employment Relations Board (PERB) and will be bound by the rules and regulations set forth by either (AAA) or (PERB).
- F. When it is necessary, pursuant to the arbitration procedure, for a unit member of the Grievance Committee, or other representative designated by the Association to participate in a procedure, time for such participation shall be given with no salary loss to the unit member.
- G. The arbitrator shall only have the right to interpret, apply, or determine compliance with provisions of this Agreement and may not add to, alter in any way, or detract from the provisions of this Agreement. The decision of the arbitrator shall be final and binding on both parties.
- H. The cost of arbitration fees and expenses will be borne equally by the parties.
- I. Grievances must be filed in writing and received within thirty (30) days from the date that the unit member had knowledge of the occurrence. If not so filed, grievances shall be considered waived. The same statute of limitations shall apply to grievances filed by the Administration.
- J. If grievances occur at the end of a school year which would have an effect on the opening of school the following September, every effort will be made to resolve said grievance prior to the opening of school.
- K. During the school day, unit members' time shall be devoted to their regular duties. Unit members shall not participate in any business of the Association except where participation may be necessary in the informal state of a grievance.
- L. The time limits established in this grievance procedure may be extended by mutual agreement.
- M. Days referred to in the grievance procedure shall mean unit member workdays.



ARTICLE VI  
ANNOUNCEMENT OF VACANCIES

All vacancies for any position will be announced in the Superintendent's Bulletin and posted, listing special qualifications and requirements, if required for such positions. Under normal circumstances, the announcement shall be posted for a period of one week. In the case of vacancies occurring during the summer vacation, an announcement shall be posted in the Administration Building with a copy sent to the Association President.

ARTICLE VII  
INVOLUNTARY TRANSFERS

Each unit member is appointed to a position in the Jamestown Public Schools and subject to re-assignment when recommended by the Superintendent of Schools. Any re-assignment shall be based on sound educational practices and district-wide needs. Involuntary transfers or re-assignments within a tenured area shall be held to a minimum. Any involuntary transfer will be made only after a meeting between the unit member and the Superintendent or his designee, at which time the unit member will be notified of the reasons for the proposed transfer. Notice of any such transfer shall be given to unit members as soon as practicable, and, under normal circumstances, not later than the end of the school year, except in cases of emergency.

ARTICLE VIII  
VOLUNTARY TRANSFERS

- A. Unit members desiring to apply for announced vacancies or for future transfers for which there has not been any announcement may file a written statement of such desire with the Human Resources Director. Application for announced vacancies shall be made within the time limit specified in the announcement. The applications will be kept on file for a period of one (1) school year, and must be renewed yearly.
- B. When possible, prior to the Superintendent's recommendation to fill a vacancy, local unit members shall be notified of the status of their application. Upon request, an explanation as to why they did not receive the appointment shall be provided.

ARTICLE IX  
ABOLITION OF POSITIONS

In the event that any position is abolished, the Commissioner of Education's Rules and Regulations, and New York State Law will be followed. The Superintendent or his designee will discuss the action with the unit member at least thirty (30) days prior to the effective date.

ARTICLE X  
PROFESSIONAL DEVELOPMENT

Unit members shall be entitled to attend a minimum of one (1) educational conference each school year. Such absences will not be charged to any leave of absence and shall result in no loss of salary.

The Board will pay the reasonable expenses, including fees, meals, lodging, and transportation incurred by Principals who attend workshops, seminars, conferences, or other professional improvement sessions. The Board shall budget \$8,000 per year for this purpose.

The Association President shall appoint a Conference Money chairperson whose job will be to administer the procedure for funds allocation developed by the Jamestown Principal's Association in cooperation with the District.

**Professional Development Day** – The District and the Jamestown Principals Association mutually agree to provide professional staff development for Principals. The District may identify a required staff development workshop during the year that coincides with District priorities (e.g., shared decision making, poverty, technology).

Training chosen by Principals outside of the required days during the summer will be paid at the Professional Development Rate. This rate is:

2001-02	\$105.00 per day
2002-03	\$110.00 per day
2003-04	\$115.00 per day

All days must have prior approval by an immediate supervisor.

## **ARTICLE XI** **BENEFITS**

### **A. HEALTH INSURANCE**

- 1) The District will offer the Chautauqua County Medical Health Trust self-funded plan benefits. Any other health insurance plans will be offered at the District's discretion and will be available to all unit members.
- 2) The Chautauqua County Plan will include the following provisions:
  - \*\$100/\$200 single/family deductible
  - \*Prescription plan (Express Scripts 80%/20% card)
  - \*Vision rider through Vision Service Plan
- 3) The contribution rate will be as follows:
  - Level I (unit member prior to September 1, 1998)
    - Single plan: 95% District 5% Employee
    - Family plan: 95% District 5% Employee
  - Level II (unit member after September 1, 1998)
    - Single plan: 94% District 6% Employee
    - Family plan: 85% District 15% Employee
- 4) Insurance buyout: Any unit member may avail himself/herself of a health insurance buy-out annual stipend and must meet the following criteria:
  - a) Out of the group - They must leave the Jamestown Public Schools insured group (i.e., ANY and ALL plans offered, county, HMOs, etc.) They cannot pick-up coverage with a spouse employed by this District and be eligible for this annual stipend.
  - b) They must prove that they have health insurance coverage either through another spouse or certificate of paid premiums or active enrollment card. They must be willing to do so every year as a condition of receiving payment.

- c) They will receive a one thousand dollar (\$1,000) a year annual stipend for opting out of family coverage and a five hundred (\$500) a year annual stipend for opting out of single coverage, every year that they are off the insurance. The stipend is not part of base salary and therefore not subject to percentage pay increases.
- d) If, for any reason, the employee needs to return to the insured group, they will be allowed to do so, however, any amount of the stipend paid will be deducted through the remaining pays of the employee, by the end of the fiscal year when the employee needs to rejoin. Re-enrollment could subject the employee to a pre-existing condition clause depending on the plan they select and would be done in accordance with the rules and procedures of enrollment of the plan selected.
- e) The stipend will be paid to these employees in the paycheck nearest to May first of each year.

#### B. SECTION 125 PLAN (FLEX PLAN)

The Flex plan is a federal government spending program that allows employees to contribute their own money before taxes to help offset certain benefit costs. The Jamestown City School District currently offers three separate accounts for our employees. Monies allocated to these accounts may not be transferred from one account to another. In addition, federal law requires that any money not used during the year is forfeit.

As an added benefit to principals, the District will contribute \$625 in 2001/2002, \$650 in 2002/2003, and \$650 in 2003/2004, in any combination, to individual accounts.

1. Premium reduction: This account allows you to set aside your own money, before taxes, to pay health insurance premiums as well as some life and long term disability insurances. Life insurance amounts are limited by law.
2. Healthcare reimbursement account: This account allows you to set aside your own money to pay for allowable expenses not covered by your health insurance (such as deductibles, dental, copays, etc.). All money allocated is immediately available to pay expenses.
3. Dependent care account: This account allows you to set aside money to pay for child or elder care expenses. Children must be under age 13. All dependents must be reported on your federal income tax as such to be eligible.

The District shall assume the administrative cost of the Plan.

Every effort shall be made to make reimbursement within thirty (30) days of receipt by the Agent. In no case shall reimbursement take longer than sixty (60) days.

Should the District negotiate with any subordinate group to increase the Flex contribution to a level higher than that granted above, said amount shall also be granted to the Principals' Association.

#### C LIFE INSURANCE

The District shall pay the full premium for a forty thousand dollar (\$40,000) group term life insurance policy for each unit member. In addition, each individual may secure ten thousand dollars (\$10,000)

additional life insurance at the employee's expense. The cost for the insurance will be at the established rate by the insurance company at the time the insurance was made available and can be obtained through contacting the Business Office.

ARTICLE XII  
MISCELLANEOUS

- A. Building Principals shall be consulted before receiving voluntary and/or involuntary classroom teacher transfers which may take place between buildings.
- B. The Superintendent of Schools shall have full authority, responsibility and discretion in the selection, placement, and transfer of unit members within the Jamestown Public Schools, except as now or hereinafter limited by law or limitations duly adopted by the Board of Education.

Except in extraordinary circumstances, the procedures will be the following:

- 1. Appropriate unit members shall be consulted concerning employment eligibility of candidates for a given position.
  - 2. The appropriate unit members shall have an opportunity to interview the candidates and make suggestions to the Superintendent or his designee. However, all employees of the school district shall be appointed only upon the final recommendation of the Superintendent or his designee.
- C. In those areas specified herein, this Agreement shall constitute the full and complete commitments between the parties and may not be altered, changed, added to, deleted from or modified, except by mutual agreement.
  - D. If any provision or application of this Agreement should be found contrary to law, then such provision or application shall be null and void. All other provisions or applications shall continue in effect.
  - E. *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.*
  - F. **MILEAGE**  
Unit members who previously had \$275 rolled into their base salary for mileage will have their salary increased by an additional \$25. Unit members who did NOT receive a mileage roll in, shall have their salary increased by \$300 as a recognition of mileage expenses. New hires will be offered a starting salary that includes \$300 toward mileage expenses.

ARTICLE XIII  
TERMINATION OF EMPLOYMENT AND DISCIPLINE

Termination of employment and discipline of a unit member of the Association must be based on just cause. Such unit member has the right to process a grievance through the grievance procedures or through provisions of the Education Law.

ARTICLE XIV  
SALARY

- A. Effective July 1, 2001, unit members will receive a 3.3% increase in their base salary. In addition, Terry Radecki will receive an additional one-time increase of \$90 to his salary and Dan Bracey will not receive a percent increase in 2001/2002 school year (due to recent upgrade) Effective July 1, 2002, unit members will receive a 3.4% increase in their salary. Effective July 1, 2003, unit members will receive a 3.5% increase in their salary.
- B. A per diem rate shall be paid to those required by the Superintendent to work beyond the normal time requirement.
- C. Effective July 1, 2001, the Principal will work twenty (20) required days during the summer months. The Principal will start ten (10) working days before the instructional staff reports for work and will end five (5) working days after the last instructional staff day. In addition there will be five (5) days that are considered flexible days that the Principal will work as long as the immediate supervisor is notified.

The Assistant Principal will work ten (10) required days during the summer months. The Assistant Principal will start five (5) working days before the instructional staff reports for work, and will end five (5) working days after the last instructional staff day. If Assistant Principals choose to come to administrative retreat, scheduled outside their required summer days, they will be paid at the per diem summer school rate (See section D below).

Principals and Assistant Principals will be off on all Instructional Staff holidays. The school year expectations will be as shown on the approved school calendar.

D. **SUMMER SCHOOL:** Effective July 1, 2001

Summer school administration will typically be the responsibility of the most senior High School Assistant Principal. Responsibility is offered, by seniority, to the remaining Assistant Principals if a senior AP is not interested or is unavailable. Participation in summer school is optional, not mandatory. Principals will administer summer school, by seniority, only if Assistant Principals are unavailable.

Per diem pay for summer school is \$160 per day in 2001 and 2002 and \$165 per day in 2003. The differential for Rogers school extended day is \$75 per diem.

Each of the summer school administrators will receive the following number of days as preparation/wrap up for each of the following programs:

- High school** – Six (6) days
- Middle School** – Five (5) days
- Elementary** – Four (4) days

Summer school student day coverage will be a maximum of thirty (30) days.

A summer school administrator may use up to five (5) days of the Assistant Principal's ten (10) summer duty days as summer school responsibility and up to five (5) days of the twenty (20) days of the Principal's summer duty days.

E. LONGEVITY - All unit members shall receive a longevity award based upon their years of service to the Jamestown District as follows:

With the completion of 5 years -- \$1000

With the completion of 10 years -- \$1200

With the completion of 15 years -- \$1300

With the completion of 20 years -- \$1400

With the completion of 25 years -- \$1500

The longevity award shall be separate and not a part of the unit member's base salary.

ARTICLE XV  
DURATION

This Agreement shall be effective July 1, 2001, and shall continue in full force and effect until June 30, 2004.

In the event that this contract should expire prior to settlement of a new contract, all benefits and agreements will continue as stated in the expired contract, with the exception of salary, which shall be frozen as of the expiration date.

JAMESTOWN BOARD OF EDUCATION

JAMESTOWN PRINCIPALS ASSOCIATION

by

\_\_\_\_\_  
(Superintendent of Schools)

\_\_\_\_\_  
Date

by

\_\_\_\_\_  
(President)

\_\_\_\_\_  
Date