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Union: **Port Byron Administrators Association**

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Agreement Between the

Port Byron Administrators' Association

and the

Port Byron Central School District

July 1, 2006 - June 30, 2011

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

3

ARTICLE 1 - RECOGNITION

The Board of Education recognizes the Port Byron Administrators' Association for purposes of collective negotiations pursuant to the Public Employee's Fair Employment Act and agrees to negotiate with said Association as the exclusive representative of the following positions:

Elementary Principal
Middle School Principal
High School Principal
Director of Special Programs

ARTICLE 2 - DEFINITIONS

1. The word "Association" as used in this Agreement shall mean the Port Byron Administrators' Association.
2. The word "Board" as used in this Agreement shall mean the Board of Education of the Port Byron Central School District of Port Byron, New York.
3. The words "terms and conditions of employment" as used in this Agreement are defined as in Section 201 of the New York Public Employees' Fair Employment Act.
4. Administrators: Elementary Principal, Middle School Principal, High School Principal, Director of Special Programs.
5. Strike: Any strike or other concerted stoppage of work or slowdown by public employees.
6. Parties: The Board and the Association.

ARTICLE 3 - SAVINGS PROVISIONS

If any provision of this Agreement or any application of this Agreement shall be found contrary to law, then such provision or application shall be deemed invalid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE 4 – NEGOTIATION PROCEDURES

The parties accordingly agree to cooperate in arranging future meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any matters pertaining to the contract.

No later than March 1st of the final year of the present agreement, the parties will enter into good-faith negotiations over a successor agreement covering at least the following school year.

ARTICLE 5 – WORK YEAR

Administrators covered under this contract shall work a twelve (12) month work year, beginning on July 1st and ending on June 30th of each year.

ARTICLE 6 – VACATION

Administrators covered under this contract shall be granted twenty (20) paid vacation days per year on July 1st of each year. At the conclusion of the third year of service a member will be entitled to twenty-two (22) paid vacation days per year. All vacation requests will be subject to the prior approval of the Superintendent of Schools. During the first three years of employment an eligible unit member may carry over twenty (20) unused vacation days per year to a maximum of forty (40) vacation days. Beginning in the fourth year of employment this carryover increases to twenty-two (22) days per year to a maximum of forty-four (44) vacation days. Administrators covered under this contract may not cash in unused vacation days upon leaving the district unless one full year of employment has been completed.

ARTICLE 7 - LEGAL HOLIDAYS

Administrators covered under this agreement shall be entitled to fourteen (14) paid legal holidays per year.

ARTICLE 8 – RIGHT TO STRIKE

The Association agrees and affirms that it does not have and will not assert the right to strike against the District, to assist or participate in any such strike or to impose upon its members an obligation to conduct, condone, assist or participate in such a strike.

ARTICLE 9 – LEAVE, PERSONAL

Four (4) personal leave days per contract year may be requested by the unit member with the prior approval of the Superintendent of Schools. Additional emergency leave days, to be charged against sick leave, may be granted by the Superintendent of Schools. Unused personal leave days will be allowed to accumulate at the rate of up to four (4) days per year to be credited as accumulated sick leave.

ARTICLE 10 – LEAVE, DEATH IN THE FAMILY

Each member of this bargaining unit will be entitled to four (4) days of paid absence due to a death in a unit member's immediate family. In a case of extenuating circumstances the Superintendent of Schools may grant additional days of paid absence. Immediate family is defined as: spouse, partner living with the employee, mother, father, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, aunts and uncles. Request for paid absence due to death of other than family may be referred to the Superintendent of Schools for his action. Such leave will be deducted from the member's accumulated sick leave and/or personal leave. These days are not cumulative.

ARTICLE 11 – LEAVE, JURY DUTY

If a unit member serves on jury duty, the Board will grant the leave with pay as per contract salary and the unit member shall reimburse the District in the amount equal to the jury duty compensation received. If daily jury duty is completed prior to the closing of the school day, the unit member will return to his/her job until the close of the normal school day. Jury duty leave is not to be deducted as sick leave or personal days.

ARTICLE 12 – ILLNESS LEAVE

- a. Administrators covered under this contract will be entitled to fourteen (14) days of personal sick leave annually.
- b. Administrators covered under this agreement may also use up to a maximum of six (6) family illness days per year for serious illness in the immediate family, which cannot be carried over if not used. A request for additional paid absence beyond the six days must be substantiated by a specific written statement of the seriousness of such illness. Use of sick leave for serious illness in the immediate family beyond the six days will be deducted from the Administrators' accumulated sick leave. Immediate family is defined as spouse, partner living with the employee, mother, father, children, brothers, and sisters, aunts and uncles, and any family member living in the household.

c. Beginning in the second year of employment the employee may, at his/her option, sell a maximum of ten (10) earned sick days back to the district each school year. Compensation for these days will be paid at 90% of that employee's per diem rate and will be paid by the second payroll period following the employee's written request. For the 2006-07 contract year this request must be made by July 1, 2006. In each subsequent year of the contract this request must be made by June 1st of the previous contract year. As an example, for the 2007-08 contract year the request must be made by June 1, 2007.

d. Each unit member shall be notified in writing on or before October 31 as to the number of his/her accumulated sick days. The Board of Education shall provide worker's compensation insurance for all unit members as provided by the Workers' Compensation Law of New York State. In no event shall there be a duplication of payments under Workers' Compensation and benefits available under the sick leave provisions of this agreement.

e. Administrators who have not accumulated at least 240 sick days as of July 1, 2003 will be permitted to accumulate a maximum of 240 sick days. Those who have accumulated at least 240 sick days as of July 1, 2003 shall not have a cap placed on accumulated sick days.

ARTICLE 13 – HEALTH INSURANCE

a. The district will provide 90% for individual and 80% for family health care coverage for which the employee qualifies. Employees will have a \$10 co-pay for prescription drugs.

For employees that begin employment prior to 8/1/06 and at the conclusion of ten years of employment, employees shall, upon retirement from the PBCSD, have full individual/family health and full individual/family dental insurance coverage provided by the district at the highest level provided by the district during their term of employment. These retired employees will have a \$10 co-pay for prescription drugs. These benefits will be provided for the employee and/or family for life – a letter to this effect guaranteeing and defining these benefits consistent with the provisions of this contract will be furnished to each employee that intends to retire from the district upon request. For purposes of this article, the term “family” shall be defined as spouse as well as children who are students and under 25 years of age. Should the employee become disabled and be approved for NYSTRS disability retirement the 10 year employment requirement shall be waived.

For employees entering employment after 8/1/06 and at the conclusion of ten years of employment, employees shall be provided the same health insurance, including prescription co-pay, in retirement as they had in their final year of employment. Members of the PBAA previously employed as teachers in the PBCSD shall have their years of service as a teacher in the PBCSD counted toward the ten year requirement. These benefits will be provided for the employee and/or family for life - a letter to this effect guaranteeing and defining these benefits consistent with the provisions of this contract will be furnished to each employee that intends to retire from the district upon request. For purposes of this article, the term “family” shall be defined as spouse as well as children who are students and under 25 years of age. Should the employee become

disabled and be approved for NYSTRS disability retirement the 10 year employment requirement shall be waived.

b. The District will provide full dental coverage (family or individual) for which the employee qualifies at 100%. For those employees entering employment after 8/1/06, this same policy coverage, at the employees option, may be continued in retirement at the expense of the employee.

c. Beginning on 7/1/06 the District shall have the right to select the health insurance carrier as long as the schedule of benefits is equal to or better than the benefits contained in the health insurance program in effect as of June 30, 2006. If the District decides to select an alternative insurance carrier advance notice will be given to current and retired Association members at least two (2) weeks prior to the implementation of the decision. It is additionally understood that any change in carrier consistent with the provisions of this section shall provide benefits to current and retired employees covered by this contract and their families regardless of place of residence.

ARTICLE 14 – MILEAGE REIMBURSEMENT

Association members shall be reimbursed for mileage incurred on district business at the IRS rate per mile. Other related travel expenses incurred shall be paid upon the Superintendent's approval.

ARTICLE 15 – UNUSED VACATION DAYS UPON RETIREMENT OR TERMINATION

Any unit member severing employment with the district will receive payment for all accumulated unused vacation days to the maximum accumulation permitted as described in article 6. Payment for each unused vacation day will be made at the rate of the employee's then current annual salary divided by 1/240. The retiring or terminating unit member may elect to have this payment made in their final paycheck or other mutually agreed-upon arrangement.

ARTICLE 16 – PROFESSIONAL ORGANIZATIONS

The District will pay the annual dues for SAANYS for each unit member and will, upon the presentation of a requisition approved by the Superintendent, pay the dues for each Administrator in the unit for membership in one additional professional organization such as ASCD, NAESP, or NASSP.

ARTICLE 17 – PROFESSIONAL DEVELOPMENT

The District will provide \$2,500 per administrator for professional development activities for each school year upon the approval by the Superintendent of a Professional Development Plan.

ARTICLE 18 – WAGES

- a. Effective July 1, 2006: all current administrators will have their base salary increased by 4%.
- b. Effective July 1, 2007: each returning unit member shall have their base salary increased by 4%.
- c. Effective July 1, 2008: each returning unit member shall have their base salary increased by 4%.
- d. Effective July 1, 2009: each returning unit member shall have their base salary increased by 4%.
- e. Effective July 1, 2010: each returning unit member shall have their base salary increased by 4%.

In addition, in the first year of this contract a base salary adjustment for current employees shall be made in the amounts of:

Elementary Principal	+\$1000
MS Principal	+\$2000
HS Principal	+\$4000
Director of Special Programs	+\$2000

Minimum entry level salaries for new hires in year 1 of this contract shall be as follows. These minimum entry level salaries shall increase by 4% in each subsequent year of the contract:

Elementary Principal	\$70,000
MS Principal	\$73,000
HS Principal	\$80,000
Director of Special Programs	\$65,000

ARTICLE 19 - PERFORMANCE REVIEW

By the August 30th immediately following the close of each contract year the Superintendent shall provide written review and assessment of the performance of each person covered by this agreement. By the June 1st prior to this date the Superintendent will meet with each unit member to verbally review their performance for that school year, this to form the basis for the subsequent written review. Unit members shall have the right to respond in writing to any evaluation materials contained in the unit member's personnel file/folder.

ARTICLE 20 - GRIEVANCE PROCEDURES

- a. A grievance is a claim by an employee that there has been a violation of a provision of this agreement.
- b. The aggrieved employee will first take the matter up informally or verbally with the Superintendent. The aggrieved employee may be accompanied by a representative of his choice. Such informal contact must be made within fifteen (15) school days of the event or occurrence giving rise to the claimed grievance. If the informal contact is not made within fifteen (15) school days of the event or occurrence giving rise to the claimed grievance the right to pursue the grievance is waived.
- c. If the grievance is not then resolved informally within five (5) school days it is to be reduced to writing and resubmitted to the Superintendent.
- d. If the written grievance, described in c. above, is not then resolved to the satisfaction of the employee within fifteen (15) school days the employee may then proceed with other actions, including but not limited to submission of the grievance to the Board of Education or PERB.

ARTICLE 21 - PAYROLL DEDUCTION

Tax sheltered annuity, income protection plan, savings bonds, etc. are available by means of payroll deduction. Administrators may also participate in the district flex plan.

ARTICLE 22 - LONGEVITY



In the fifth year of administrative service to the Port Byron Central School District a \$750 longevity increment to the employee's base salary will be made. In the tenth year of administrative service to Port Byron Central School District an additional \$1250 longevity increment to the employee's base salary will be made. In the fifteenth year of administrative service to the Port Byron Central School District an additional \$1750 longevity increment to the employee's base salary will be made.

ARTICLE 23- DURATION OF AGREEMENT

This agreement shall be in effect as of July 1 2006 and shall continue in effect through June 30, 2011. The Board of Education and the Association agree that all negotiable items have been discussed during the negotiations leading to this Agreement. Items contained herein can be re-negotiated for any succeeding contract.

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

Signed this 31st day of May, 2006.

By:	<u></u>	<u>5/31/06</u>
	President, Port Byron Administrators' Assoc.	Date
By:	<u></u>	<u>5/31/06</u>
	Superintendent, Port Byron CSD	Date

5/31/06