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Union: **Troy Administrators Association**

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

FEB 25 2005

OFFICE OF THE CHAIR

CONTRACT AGREEMENT

Effective as of July 1, 2004 to June 30, 2007

The Troy Administrators Association

And

The Superintendent of Schools

The Enlarged City School District of Troy
New York

RECEIVED

FEB 28 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

AGREEMENT, made as of the _____ day of June, 2004 by and between

THE TROY ADMINISTRATORS ASSOCIATION

And

THE SUPERINTENDENT OF SCHOOLS OF THE ENLARGED CITY SCHOOL
DISTRICT OF TROY, NEW YORK

ARTICLE I - Preamble

In order to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York (Civil Service Law, Article 14) and to encourage and increase the effective and harmonious working relationships between the Superintendent of Schools of the Enlarged City School District of Troy, New York (hereinafter) called "School District" or "District") and its supervisory and administrative employees (hereinafter called "Administrators") represented by the Troy Administrators Association of the Enlarged City School District of Troy, New York (hereinafter called "Association"), the District and the Association enter into this agreement.

ARTICLE II - Recognition

- A. The District hereby recognizes the Association as the exclusive bargaining agent and representative for all administrative personnel in the Enlarged City School District of Troy, New York for the maximum period provided by law. The professional positions incorporated in such recognition include, but are not limited to, the following:
1. Executive Principal, High School
 2. Executive Principal, Middle School
 3. House Principal, High School
 4. Assistant Principal, Middle School
 5. Principal, Elementary School, K6
 6. Principal, High School, Alternate Learning Center
 7. Coordinator
 8. Summer School Principal
 9. Administrative Assistant
 10. Director, Adult & Continuing Education
- B. Any and all newly created comparable positions or substantially altered existing positions, supervisory or administrative, shall be included in this recognition and shall be represented by the Association for the purpose of determining terms and conditions of employment.

ARTICLE III – Association Privileges

- A. With prior approval of the Building Principal, the Association may have the use of the school buildings without cost and at reasonable times for meetings.
- B. The Association may have reasonable use of duplicating equipment and shall pay for all supplies.
- C. The District shall deduct from the salary of each Administrator, who so authorizes in writing, dues for membership in any appropriate professional organization so designated by said Administrator, and shall promptly transmit such deductions to the authorized organization or association.
- D. The District shall print copies of this agreement and distribute a copy to each member of the Association.

ARTICLE IV – Responsibility of Administrators

- A. Administrators shall direct and coordinate the planning, operation, and evaluation of the educational program in the Enlarged City School District of Troy, New York, under the direction and supervision of the Superintendent of Schools. Administrators shall perform such duties as may reasonably be required by the Board for the efficient administration of the educational program in said School District.
- B. Administrators shall attend the regular meetings of the Board of Education.
- C. Each Administrator shall be assignable to one major Standing Board Committee with the understanding that the assignment shall not encompass responsibilities, which the District would interpret as placing the Administrator in a Management/Confidential status.
- D. Administrators shall attend Parent Orientation and Parent/Teachers Conference nights.

ARTICLE V – Work Year

- A. Administrators are designated as eleven (11) month employees. During the summer vacation period, Administrators may be reassigned by the Superintendent for the period during which their presence is not required at their respective school buildings.
- B. Administrators shall be entitled to twenty (20) days of vacation. Such vacation will be determined by the Superintendent after consultation with each Administrator by the April 1 prior to July 1 beginning date of the fiscal year during which the vacation time is to be taken. Such determination as referenced may thereafter be changed by mutual agreement of the Superintendent and the Administrator affected. All Administrators are responsible for completion of all administrative obligations before going on vacation.

- C. Effective July 1, 1991, Administrators may not accumulate more than forty (40) vacation days without the written permission of the Superintendent.
- D. Vacation/Sick Day Amortization:
- a. Members may annually cash in up to 10 vacation days per year at the per diem rate of pay. Members may cash in only a total of 40 vacation days whether during employment or at retirement.
 - b. Members may annually cash in up to 60 sick days per year at \$65.00 per day. Members may cash in only a total of 245 sick days whether during employment or at retirement.
 - c. Members shall notify the District Business Office in writing on or before February 1, of each year of this Agreement if they are going to cash in either sick or vacation days. Members shall, in such notice to the Business Office, specify the number of days and type of days they intend to cash in.
 - d. If a member has cashed in 40 vacation days and/or 240 sick days, any of such days accumulated at retirement shall not be paid for a second time. However, members will be allowed to accumulate those days.
 - e. Members must have been employed for at least 10 years by the District to be eligible to cash in either sick or vacation days.
 - f. Payment for the cash in sick/vacation days shall be made in the first pay period after July 1, of each year of this agreement in which the notice is given.
 - g. The Association will be assured the level of duties in effect on February 9, 2004 and the work requirement of its current members will not be further expanded without mutual consent.
- E. Upon retirement, unused vacation leave shall be paid at the Administrator's then per diem rate.
- F. Except as in this article heretofore provided, Administrators shall receive the same holidays and vacation time as that granted to teaching personnel from the opening of school in September to the closing of school in June.
- G. Administrators shall work a regular day on all days worked.

ARTICLE VI – Sick Leave and Temporary Leaves

- A. Administrators shall be entitled to eleven (11) days sick leave per year in their first three years of service and seventeen (17) days sick leave per year in each year thereafter. In addition, upon completion of such first three years of service in the District, such person

shall be credited with an additional eighteen (18) days of sick leave. Such additional eighteen days shall be credited to such person on the first day of the fourth school year of service.

- B. Sick days shall accrue on the first day of July each year. Unused sick days shall accumulate to a maximum equal to one (1) full work year. An annual written accounting of the number of accumulated days shall be given to each Administrator with the first paycheck in September.
- C. In addition to the above, each member shall receive full pay, less twenty dollars (\$20) per day, for up to an additional forty (40) days after accumulated sick leave has been exhausted. This provision shall be implemented as follows:
1. 8 days for the first year Administrator
 2. 16 days for the second year Administrator
 3. 24 days for the third year Administrator
 4. 32 days for the fourth year Administrator
 5. 40 days for the Administrator with five or more years of service
- D. Administrators shall be entitled to two (2) days of leave of absence for personal leave (legal, business, household or family matters which require absence during school hours). This time may not be taken immediately before or after a school holiday or during an exam period.

Written notice of such absence should be given to the Administrator's immediate supervisor at least twenty-four (24) hours in advance, except in cases of emergency. Said notice shall be confined to the following information: name and date of expected leave and whether said leave is for personal, legal, business, household, or family matter. If it should be necessary to request time before or after a school holiday or during an exam period, the applicant must state the reason and gain approval from the Superintendent.

Any unused personal leave days shall be added to the accumulated sick leave at the end of the school year.

- E. Administrators who transfer from a teaching position to an administrative position (or vice versa) will not lose any sick leave benefits accrued.
- F.
1. Payment will be made to Administrators who retire from the District after ten (10) years of continuous service in the District at the rate of sixty-five dollars (\$65) per diem for each day of accumulated sick leave at the time of retirement.
 2. An Administrator who is eligible for payment pursuant to paragraph 1 hereof will be paid within thirty (30) days of the effective date of his/her retirement provided he/she provides the Superintendent with written notice of his/her intent to retire by January 15 of the calendar year in which the retirement is to become effective.

An eligible Administrator who retires but fails to provide such notice shall be paid in July of the first calendar year subsequent to his/her retirement.

- G. An Administrator who has received \$1,000 pursuant to Article VIII C of this agreement shall have said \$1,000 deducted from any sum received pursuant to the payment of the unused accumulated sick leave; provided, however, that no retiring Administrator will owe the District any money as a result of having received the \$1,000.
- H. 1. Up to a total of five (5) days in any one school year in the event of serious illness requiring bedside or household attention by the Administrator of an Administrator's spouse, child, son-in-law, parent, father-in-law, mother-in-law, brother, sister, or member of the immediate household. Immediate household shall not include roommates.
2. Up to five (5) days at any one time in the event of a death of an Administrator's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, and member of the immediate household. All leave under this section must be taken at the time of death.
3. Administrators will be granted up to three (3) days at any one time in the event of a death of an Administrators grandfather, grandmother, brother-in-law, sister-in-law, uncle, aunt, niece, or nephew unless said relative is a member of the immediate household, in which event the Administrator will be entitled to the aforesaid five (5) days. All leave under this section must be taken at the time of death.
- I. Military leave shall be granted in accordance with Federal and State law.
- J. One (1) day of extra personal leave shall be granted with pay to any staff member who marries within the school year.
- K. Administrators may be required to produce a doctor's note explaining an absence due to illness if the absence occurs either the day before or the day after a paid holiday. Said doctor's note shall be produced within ten (10) days of the absence. Administrators may be required to produce a doctor's note within ten (10) days of their return to work if they are absent due to an illness for five (5) consecutive school days.

ARTICLE VII – Salary

The salary schedules for the 2004-05, 2005-06, 2006-07 school years are attached hereto and made a part hereof as Schedule "A".

- a. Upon completion of fifteen (15) years of service with the District as an Administrator, ~~there shall be paid to each so qualified Administrator a longevity payment of \$500.~~ Upon completion of 20 years of service with the District as an Administrator, there shall

be paid a longevity payment of \$500. Upon completion of 25 years of service with the District as an Administrator, there shall be paid a longevity payment of \$500.

- B. Those members with Step movements will get their Step payments and longevity payments will be paid as per the contract.

ARTICLE VIII – Reimbursement and Benefits

- A. Unless separately stated herein, administrators shall receive same benefits as are currently or subsequently granted to other professional employees of the school district, but present benefits shall not be diminished during the term of this agreement. Effective July 1, 2003, the Administrators health insurance coverage provided by the District shall be Blue Shield of Northeastern New York Preferred Provider Organization Health Plan (PPO) for the Blue Shield of Northeastern, New York Par Plus Indemnity Plan. For those bargaining unit employees hired for a position represented by this bargaining unit on or after January 1, 1996 who are eligible for health insurance benefits, the District shall pay eighty-five percent (85%) of the cost of the insurance premiums (Individual, 2-Person, Family) and the bargaining unit member shall pay fifteen (15%) of such costs. This provision shall apply any person employed by the District in another job title not represented by this bargaining unit who is appointed to job titles encompassed by this Agreement as well as those persons who have no previous District affiliation.

In addition, if a dental plan is negotiated as a benefit for the members of the Troy Teachers Association, then employees of the Administrators bargaining unit shall be afforded the opportunity to join the plan at the same contribution rate as is granted the teachers.

- B. There shall be reimbursements of eyeglasses, dentures, clothing and other personal effects damaged or destroyed during the direct discharge of duties. Such reimbursement shall be limited to incidents of an accidental nature and shall not apply to motor vehicles and shall be limited to two hundred dollars (\$200) for any one incident.
- C. An Administrator who has served for nine (9) years in the District and who has reached the age of fifty-four (54) is entitled to \$1,000 above the contracted salary. In order to receive this benefit, the Administrator must notify the District prior to May 1st of the school year before obtaining the benefit.
- D. The District shall establish and pay the administrative costs of a flexible spending plan pursuant to the Internal Revenue Service Regulations (also known as a Section 125 Plan). Such plan shall be operational as of January 1, 2002. The plans operating procedures shall be jointly determined by the parties. This plan will be utilized for premium payments, dependent care, and unreimbursed medical expense portions of the plan.

- E. The District shall continue to provide all employees who have or will retire the same health insurance coverage provided active employees. Effective July 1, 2003 the percentage contribution rate for the member which is in effect on the date of his retirement, will not be increased by any future negotiations.

Individual	-	85% of premium cost
Two Person	-	35% of the cost of the difference between an individual and a two person plan
Family	-	35% of the cost of the difference between an individual and a family plan
Prescription	-	50% of the premium cost of an individual plan; 35% of the cost of the difference between an individual and family plan.

ARTICLE IX – Administrator Protection

- A. Whenever an Administrator is absent as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment for which Worker's Compensation is payable, such member shall be paid his/her full salary (less the amount of Worker's Compensation payments made to him/her for temporary disability due to that injury) for the period of such temporary absence (no longer than one (1) year) and no part of said absence will be charged to his/her annual or accumulated sick leave.
- B. The District shall provide legal counsel to Administrators in any action arising out of any disciplinary action taken against any pupil of the School District while in the discharge of the duties within the scope of his/her employment. The Administrator must, however, within ten (10) days of service of a summons, complaint, or other legal paper, deliver the original or a copy thereof to the District Clerk.
- C. Administrators who were employed on or prior to July 1, 1986 shall be guaranteed an administrative position for the term of this agreement.

ARTICLE X – Administrators' Files

- A. Administrators shall have the right, upon request, to review the contents of their personnel files and to make copies of any documents therein. Confidential references such as letters of recommendation requested by the School District on the Administrators shall not be included in such review. An Administrator shall be entitled to have a representative of the Association accompany him/her during such review.
- B. No material derogatory to an Administrators' conduct, service, character, or personality, excepting personal confidential references, shall be placed in his/her personnel file

unless the Administrator has had an opportunity to review this material. The Administrator shall acknowledge that he/she has had the opportunity to review this material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Administrator shall also have the right to submit his/her written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy. If any other person is involved in the response, such person shall be acquainted with the matter of the allegation and also have the opportunity to write a response to be attached to the file copy thereof.

ARTICLE XI – Vacancies and Transfers

A. All vacancies or newly created bargaining unit positions shall be posted in all schools at least five (5) days prior to the deadline for applications.

B. Voluntary Transfer

1. Administrators who desire a change in assignment or who desire a transfer to another school building shall file a written statement of such desire with the Superintendent.
2. Official District posting of openings shall be made at least three (3) times per year. Postings shall be made in all buildings in the District for at least five (5) school days according to the following schedule:
 - a. early or mid-May;
 - b. ten (10) days before close of school in June;
 - c. July 15th, by a mailing to all Administrators to be handled by the Association with cost shared by the District (mailing to include all vacancies and school calendar for coming year and payroll schedule for coming year.)

C. Involuntary Transfer

Involuntary transfers or reassignments will be made only when necessary and in the best interests of the school system. Notice of an involuntary transfer or reassignment shall be given to the Administrator as soon as possible.

All involuntary transfer or reassignment shall be made only after a meeting between the Administrator involved and the Superintendent, at which time the Administrator will be notified of the reasons. These shall be based on sound educational policy. In the event that the Administrator objects to the transfer or reassignment, h/she may request the Association to arrange a meeting including himself/herself, the Association's representative, and the Superintendent to discuss the matter. The Association shall

arrange such a meeting within ten (10) days after the Administrator's initial meeting with the Superintendent.

A transferred Administrator shall continue to receive no less than the salary he/she was scheduled to receive before the transfer until the salary schedule for the new position will give him/her an equivalent or higher salary.

- D. No Administrator who is transferred shall lose his/her tenure status, be deprived of any professional advantages, or suffer any financial reduction; provided, however, that in the event an Administrator is transferred to a position entitled to a higher salary pursuant to Article VII above, such Administrator shall receive such higher salary.
- E. Administrators upon advance notice from the Superintendent will replace principals in their absence. Volunteers will be sought but, lacking volunteers, assignments will be made by the Superintendent.

ARTICLE XII – Administrator-Administration Liaison

- A. The Executive Board of the Association shall act as a liaison committee to review and discuss local school problems and practices with the administration with the aim of developing adequate solutions.
- B. The President of the Association shall be provided time at the adjournment of the monthly Administrative meeting to report on matters involving the Association.
- C. Whenever possible, the Principal involved will be given the opportunity to interview prospective teachers for his/her school.

ARTICLE XIII – Grievance Procedure

A. Purpose

It is the policy of the parties that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedent in a later grievance proceeding.

B. Definitions

1. A grievance is any alleged violation of this agreement or any dispute with respect to its meaning or application.

2. An aggrieved party is the Administrator or group of Administrators who submit a grievance, or on whose behalf it is submitted, by the Association.

C. Submission of Grievances

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
2. Each grievance shall be submitted in writing on a form approved by the parties and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted within thirty (30) working days after the aggrieved party knew or should have known of the events or conditions on which it is based.
4. An Administrator or group of Administrators may submit grievances, which affect them personally and submit such grievances to the Superintendent of Schools.
5. The Association may submit any grievance. It shall be submitted directly to the Superintendent of Schools. By agreement of the Association and the Superintendent, any grievance may be submitted directly to arbitration.

D. Grievance Procedure

1. The Superintendent or his designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his/her position with respect to it no later than two (2) calendar weeks after it is received by him/her.
2. In the event the Association is not satisfied with the statement of the Superintendent, it may, within thirty (30) working days after receiving the statement submit the grievance to arbitration by written submission to the American Arbitration Association with a copy to the Superintendent. The parties will thereupon be bound by the Voluntary Arbitration Rules and Procedures of the American Arbitration Association.

E. Arbitration

1. The arbitrator's decision will be in writing and will set forth his findings, reasonings, and conclusions on the issues submitted. The arbitrator will be

without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to alter, add to, or detract from the provisions of the agreement.

2. The cost for the services of the arbitrator will be borne equally by the School Board and the Association.

ARTICLE XIV – Mileage

The District shall reimburse each administrator for the use of his/her automobile in pursuance of school business, which is authorized in advance by the Superintendent of Schools at the highest prevailing rate then being paid by the District. The District shall reimburse each Administrator for the use of his/her automobile pursuant of school business at the rate approved by the Internal Revenue Service.

ARTICLE XV – Negotiations

- A. The Association agrees to begin negotiations with the District for a successor agreement in December of the school year in which this agreement expires.
- B. The District and the Association shall each appoint a negotiating committee to act on its behalf.
- C. The District shall furnish the Association's negotiating committee in accordance with their reasonable requests all available information concerning financial resources of the District and such other information as will assist the negotiating committee in developing intelligent, accurate, and constructive proposals.
- D. Agreements reached by the negotiating committees shall be submitted in writing to the District and the Association for ratification.

ARTICLE XVI – Legislative Enactment

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PROMOTE ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATION BODY HAS GIVEN APPROVAL.

ARTICLE XVII – No Strike Pledge

- A. The District and the Association recognize that strikes and other forms of work stoppage are contrary to the law and to public policy. The District and the Association therefore

subscribe to the principle that the differences between them shall be resolved without interruption of the educational program in the District.

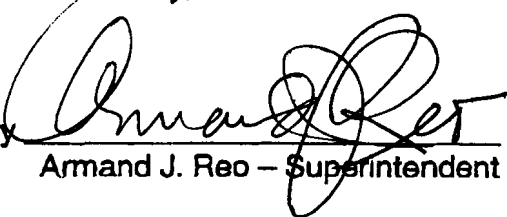
- B. Association affirms that it does not assert the right to strike, nor to assist, or participate in any strike, or to impose an obligation on its members to conduct, assist, or participate in such a strike.

ARTICLE XVIII – Duration

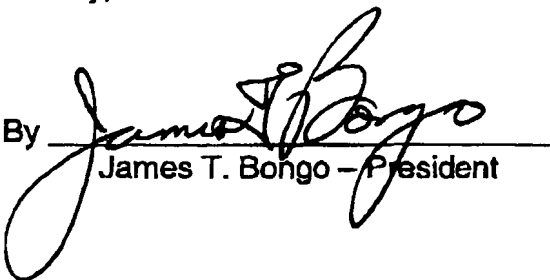
This agreement shall be effective as of July 1, 2004 and remain in effect through June 30, 2007.

IN WITNESS WHEREOF, the parties hereto have executed this agreement of the _____ day and date first written above.

Superintendent of Schools of
The Enlarged City School
District of Troy, New York

By 
Armand J. Reo – Superintendent

Troy Administrators Association
of the Enlarged City School District
of Troy, New York

By 
James T. Bongo – President

EXECUTIVE PRINCIPAL TROY HIGH SCHOOL

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>15 yrs. Long. I</u>	<u>20 yrs. Long. II</u>	<u>25 yrs. Long. III</u>
2004-05	93,356	94,856	96,356	97,856	99,356	100,856	102,356	103,856	\$500	\$500	\$500
2005-06	96,146	97,646	99,146	100,646	102,146	103,646	105,146	106,646	\$500	\$500	\$500
2006-07	99,020	100,520	102,020	103,520	105,020	106,520	108,020	109,520	\$500	\$500	\$500

EXECUTIVE PRINCIPAL DOYLE MIDDLE SCHOOL

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>15 yrs. Long. I</u>	<u>20 yrs. Long. II</u>	<u>25 yrs. Long. III</u>
2004-05	86,607	88,107	89,607	91,107	92,607	94,107	95,607	97,107	\$500	\$500	\$500
2005-06	89,397	90,897	92,397	93,897	95,397	96,897	98,397	99,897	\$500	\$500	\$500
2006-07	92,271	93,771	95,271	96,771	98,271	99,771	101,271	102,771	\$500	\$500	\$500

ALL OTHER ADMINISTRATORS

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>15 yrs. Long. I</u>	<u>20 yrs. Long. II</u>	<u>25 yrs. Long. III</u>
2004-05	82,487	83,987	85,487	86,987	88,487	89,987	91,487	92,987	\$500	\$500	\$500
2005-06	85,277	86,777	88,277	89,777	91,277	92,777	94,277	95,777	\$500	\$500	\$500
2006-07	88,151	89,651	91,151	92,651	94,151	95,651	97,151	98,651	\$500	\$500	\$500