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AGREEMENT
BETWEEN THE
PLATTSBURGH CITY SCHOOL
DISTRICT
AND THE
PLATTSBURGH
ADMINISTRATIVE COUNCIL

July 1, 2005 – June 30, 2009

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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**PLATTSBURGH BOARD OF EDUCATION
&
PLATTSBURGH ADMINISTRATIVE COUNCIL**

CONTRACTUAL AGREEMENT

ARTICLE I - NEGOTIATIONS

- SECTION A The Board of Education, City School District, Plattsburgh, New York, and the Plattsburgh Administrative Council as the exclusive representative of principals, vice and/or assistant principals, and Director of Physical Education and Athletics, agree to negotiate in good faith to reach agreement on terms and conditions of employment.
- SECTION B-1 No later than January 15 of each year during the term of this Agreement, 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 matters raised by either party concerning the terms and conditions of employment. Administrative Council proposals which concern terms and conditions of employment shall be negotiable. Any agreement so negotiated shall be reduced to writing; be signed by the School District; and the Council and become an addendum to this agreement.
- SECTION B-2 During negotiations, the School District and the Administrative Council will present relevant data, exchange points of view and may make proposals and counter proposals. Either party may, if it so desires, utilize the services of outside representatives to assist in the negotiations.
- SECTION B-3 An impasse in negotiations shall occur if the parties concur that they are at an impasse or if they have failed to reach agreement on all topics under negotiations by April 1 of each year. In the event of an impasse, appeal shall be made to the New York State Public Employment Relations Board (PERB).
- SECTION B-4 The School District agrees not to negotiate with any administrative group or organization other than the Administrative Council in regard to terms or conditions of employment of Administrators referred to in Section A above during the term of this agreement.
- SECTION C Administrative Council members will act as resource persons during the course of the Board's negotiations with all other employee bargaining units wherein these negotiations relate directly to the administration and/or school program.

ARTICLE II - FRINGE BENEFITS

SECTION A Fringe benefits, not specifically altered by this Agreement, shall be the same as afforded to teaching personnel at the time this contract is signed, i.e. personal leave - personal injury benefits - protection (assault, harassment, etc.) - transfers and reassignments, temporary leaves - extended personal leave, sabbatical, etc.

SECTION B Health Insurance

1. The District shall pay eighty-five (85%) of a group health insurance premium cost and the Administrator shall contribute fifteen (15%) of the premium cost of the individual or family coverage as applicable to the Administrator under the group health insurance plan. Such Administrator group health insurance premium contributions shall be made by authorized payroll deduction on a pre-tax basis as permitted by law. If the individual elects the buyout of health benefits offered by the District, then they will receive 85% of the buyout plan for the Individual Plan
2. This plan shall be at least the equivalent to the Blue Cross/Blue Shield Statewide plan. In the event the District wishes to change insurance carriers or insurance plans, the parties will meet to determine whether the health insurance benefits provided by the proposed carrier or plan are at least equivalent to or superior to those currently provided. No change in carriers or plans providing any health insurance benefits hereunder shall be effected unless mutually agreed to in writing by the parties.
3. Administrators, regular or retired, and spouses covered under the district health insurance plan, upon attaining age 65, will be reimbursed Medicare Part B premiums on an annual basis.
4. In the event of the death of an active Administrator, the spouse may continue with the health insurance plan, if he/she pays the full premium and the employee has had ten (10) years' service with the District. In any case, the first three (3) months following the month in which death occurs, will be provided at no cost to the surviving spouse.
5. The District shall pay one hundred percent (100%) of the group health insurance premium cost for the Administrator upon his/her retirement. This shall be individual or family coverage as applicable to the retired Administrator under the group insurance plan. In the event of the death of the retired Administrator, the District will continue to pay coverage for the Administrator's spouse and one (1) medically disabled son or daughter.
6. The unit agrees to re-open negotiations, within the first three years of the contract, solely for the purposes of discussion of the modified health plan benefits available through the CEWW Health Plan Consortium.

SECTION C Sick Leave

Full time administrators shall be granted sick leave with pay according to the following schedule:

- 10 month employees ..20 working days per year
- 11 month employees ..22 working days per year
- 12 month employees ..24 working days per year

SECTION D Professional Dues

The District agrees to pay membership dues to the School Administrators Association of New York for those council members desiring membership.

SECTION E Prolonged Absences Due to Illness - Council members who are absent for ten (10) or more consecutive sick days will furnish the Superintendent with a physician's certificate.

ARTICLE III - GRIEVANCE

1. PURPOSE

It is the policy of the Board and the Council 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 precedents in a later grievance proceeding.

2. DEFINITIONS FOR GRIEVANCE PURPOSES

- a. A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- b. A "principal" is any person in the unit covered by this agreement.
- c. An "aggrieved party" is the principal or group of principals who submit a grievance or on whose behalf it is submitted, the Council and (when it submits a grievance) the Board.
- d. Whenever the term "day" is used in this section, it shall mean school days from September 1 through June 30, and calendar days during July and August.

3. SUBMISSION OF GRIEVANCES

- a. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- b. Each grievance shall be submitted in writing on a form approved by the Board and the Council 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 and a redress sought by the aggrieved party.
- c. A grievance shall be deemed waived unless it is submitted within fifteen (15) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

- d. (1) A principal or group of principals may submit grievances which affect them personally and shall submit such grievances to the Superintendent of Schools.
- (2) The Council may submit any grievance.
- (3) The Board shall present grievances to the Chairman of the Council.

4. GRIEVANCE PROCEDURE

- a. The Superintendent 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 positions with respect to it no later than two weeks after it is received by him.
- b. Within one week of receiving the statement of position from the Superintendent, the aggrieved party may request a hearing before the Board or a majority of its members. Such hearing shall be held within two weeks from date request is received.
- c. Within two weeks after receiving a grievance from the Board, the Council shall deliver to the Superintendent a detailed statement of its position with respect to the grievance.
- d. In the event the Council or the Board is not satisfied with the statement of the other with respect to a grievance, it may, within fifteen (15) days after receiving the statement, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent of Schools or the President of the Council.

5. ARBITRATION

- a. Upon receipt of the names of the proposed arbitrators, a designee of the Superintendent and the Council shall strike names from the list until one ultimately is designated as the arbitrator.
- b. The arbitrator's decision will be in writing and will set forth his findings, reasoning 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 advisory only. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement.
- c. The cost for the services of the arbitrator will be borne equally by the School Board and the Council.
- d. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

ARTICLE IV - ADMINISTRATIVE ORGANIZATION

SECTION A The Administrative Council and the Board of Education recognize the need for adequate staffing of the senior and middle schools and of the elementary schools at the administrative level in order to assure efficient handling of the administrative load while providing sufficient time to counsel personnel adequately, to supervise teachers and teaching and to develop the educational program.

The parties further recognize that retention and staffing of existing positions of principals, vice-principals and assistant principals is the minimum presently desirable in the System. Should the Board of Education desire to make changes of such present personnel or positions, the Administrative Council will be afforded the courtesy of consultation and the privilege of making recommendations pertaining to such changes.

SECTION B-1 WORK SCHEDULES

Director of Instruction.....	12 months
High School and Middle School Principals	12 months
Elementary Principals	12 months
Assistant Principal, High School	11 months
Assistant Principal, Middle School.....	11 months
Director of Physical Education and Athletics.....	11 months

Eleven (11) month employees shall have a work year commencing September 1 and ending June 30 with 20 additional days of work scheduled, in consultation with the Superintendent, during the months of July and August. Eleven (11) month employees are entitled to the same paid holidays provided to all other administrative council members and instructional staff.

SECTION B-2 EXTRA DUTY ASSIGNMENTS

On an annual basis, the Administrative Council and Superintendent will review extra duty assignments. Through consensus agreement, assignments will be made with primary consideration given to the best interests of the school district and with secondary consideration given to the talents and interests of administrators.

SECTION C HOLIDAYS

Regardless of the length of an administrative employee's employment period during any year, it is understood that such employee shall, subject to the customary exercise of his executive responsibilities with respect to his duties, be entitled to days off during his employment period concurrent with those of the instructional staff. All Council members recognize an obligation as to vacation and holiday periods to devote the additional time necessary, or at the request of the Superintendent, to carry out the duties required by their job descriptions.

SECTION D VACATION

In addition to the holidays described in the preceding paragraph, 12 month employees shall be entitled to 3 weeks paid vacation time to be taken during the months of July and August.

ARTICLE V - SALARIES

SECTION A For the purpose of this agreement both parties agree to calculate the increase based on the pool concept as contained in past contracts. The Salary Enhancement will not be included in the calculation of the pool.

Each Administrator will be afforded salary increases based on a pool of the salaries of eligible members for each year respectively. The pool will be increased each year as noted below.

2005-2006	3.5%
2006-2007	3.5%
2007-2008	3.25%
2008-2009	3.25%

SECTION B In the event that a new administrative position is created to assume special service responsibilities covered in this agreement, and the district assigns such duties to the new administrator, stipends and responsibilities which are covered in this portion of the agreement would be removed from Article V and become part of a newly created position salary structure and job description.

The Board of Education has the sole prerogative to establish an administrative position that would encompass any of the aforementioned duties. In the event that such a position is created, the Board of Education has the sole prerogative as to the continuation of compensation for any of the aforementioned duties.

SECTION C For special duties or assignments which involve summer work beyond the 10 1/2 or 11 month schedule for administrators, such employment will be compensated at the rate of 1/10th of the administrator's 10 month salary for each month employed or prorated at that amount for greater or lesser periods.

SECTION D Salary Enhancement
Upon the application of a Council member and subject to the limitations and provisions detailed below, an Administrator shall be paid a salary enhancement in the amount of \$27,867.

Conditions

1. The amount of the salary enhancement paid to an administrator shall be determined in the school year in which the application is received.
2. The Administrator must make application to the District for the salary enhancement on or before December 1st in the school year preceding that school year in which the salary enhancement shall take effect.
3. In order to be eligible for this salary enhancement, the Administrator must have completed at least seven (7) years in the full-time employment of the District as an administrator.

4. The letter of application to the Superintendent must be accompanied by a proposal to undertake an Action Research Project. The proposal must include the identification of a subject of study related to a District Goal. An action plan, project evaluation, and collection of results will be documented in quarterly meetings between the Administrator and Superintendent. An annual report summarizing the results of the study will be prepared by the Administrator for submission to the Superintendent and Board of Education. The project will be renewable each year, pending approval by the Superintendent, for a maximum of a three year period.
5. Payment of the salary enhancement shall only be available once to each administrator who meets all of the criteria of this section.
6. The salary enhancement will be paid on a pro-rated per payroll plan.
7. The salary enhancement will be in effect based on evaluation reports to the Board of Education that the Administrator continues to perform at a satisfactory level.
8. The salary enhancement will be paid in one of the following ways. The selection of payment will be the sole discretion of the Administrator.
 - a. A lump sum salary enhancement payment

OR

- b. Year 1 One-third (1/3) of the salary enhancement listed in Article V, Section D of this agreement.
Year 2 One-third (1/3) of the salary enhancement listed in Article V, Section D of this agreement.
Year 3 One-third (1/3) of the salary enhancement listed in Article V, Section D of this agreement.

All such salary enhancement payments shall be considered as part of the Administrator's base salary for a period not to exceed three (3) years.

- c. Other arrangements for payment that are mutually agreeable between the administrator and the District shall be permitted.

ARTICLE VI - TEACHER EMPLOYMENT

Principals shall be consulted and will directly involve themselves in the selection of candidates for all positions under their jurisdiction.

ARTICLE VII - VACANCIES AND PROMOTIONS

Vacant administrative positions will be advertised at least 30 days prior to the date when applications for such positions must be submitted.

The Administrative Council will be asked for input in determining the starting salaries for new administrators in order that individual salary adjustments not be the subject of future negotiations. This statement does not include adjustments related to increased work loads or additional assignments by the Board of Education for members of the Administrative Council or longevity agreements.

ARTICLE VIII - CONTINUING EDUCATION

To facilitate professional improvement of the administrative staff, consideration will be given to requests from administrators to attend summer school and/or educational workshops when they can be justified.

ARTICLE IX - STATUTORY CLAUSE

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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."

ARTICLE X - DURATION

The term of this contract shall be for three years beginning July 1, 2005, with all salary, benefits and other provisions effective from that date, irrespective of the date of ratification, and it shall terminate June 30, 2009.

RATIFIED, CONFIRMED, AND EXECUTED

THIS 13 DAY OF March 2006



SUPERINTENDENT OF SCHOOLS



PLATTSBURGH ADMINISTRATIVE COUNCIL