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#### **Contract Database Metadata Elements**

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# *Agreement*

*between*

*Pembroke Central School District  
and*

*Pembroke Central School District  
Administrator's Association*

*July 1, 2007 – June 30, 2010*

**RECEIVED**

DEC 05 2007

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

*Mission Statement*

**“In partnership with the community, the Pembroke Central School District is committed to knowing each individual student’s interests, needs, and desires in order to prepare all students for graduation, with the knowledge, skills, and attitudes necessary to lead productive lives.”**

*Vision Statement*

**We envision ...**

**Increased knowledge – through academic excellence and continued growth.**

**Applied skills – through challenging academic and extracurricular programs.**

**Positive attitudes – through an atmosphere of mutual respect and an environment that fosters character and pride.**

## **1.0 Preamble**

This agreement is made by and between Pembroke Central School District Administration Association (hereafter referred to as the "Association") and the Superintendent of School District (hereinafter referred to as the "District").

## **1.1 Purpose**

It is the intent and purpose of the parties hereto that this Agreement covering salary schedules, hours of work, and conditions of employment will establish a basis for continued cooperation, harmony and goodwill between the District and the Association.

## **2.0 Recognition**

The Board of Education recognizes the Pembroke Administrators Association as the exclusive bargaining agent for the following administrators:

- Director of Pupil Personnel Services
- Primary School Principal
- Intermediate School Principal
- Junior-Senior High School Principal
- Assistant Junior-Senior High School Principal

Excluded from this unit are:

- Superintendent of Schools
- Assistant Superintendent of Schools

Only by mutual agreement of the Association and the Board of Education, shall new positions be added to the bargaining unit.

**3.0 GRIEVANCE PROCEDURES**

**3.1 POLICY AND BASIC PRINCIPLES**

**3.1.1 Statement of Policy**

In order to provide the best possible educational program within the Pembroke Central School District and to promote harmonious and effective working relationships, all administrators within the negotiating unit represented by the Pembroke Administrators Association are guaranteed the right to be heard and to present their grievances in accordance with the procedures set forth in this Article without discrimination, restraint, interference or reprisal.

**3.1.2 Statement of Basic Principles**

Each administrator within the recognized negotiating unit shall have the right to present grievances pursuant to this procedure.

**3.2 PROCEDURE**

**3.2.1 Definitions**

- a. A *grievance* shall be defined as an alleged misinterpretation or misapplication of any term of this contract.
- b. *Aggrieved party* shall mean the Association or any administrator within the bargaining unit who has filed a timely grievance.
- c. *Administrator* as hereinafter used in this procedure shall also include the Association when it files a grievance.

**3.2.2 Steps**

a. *Informal Step*

Within fifteen (15) school days after the occurrence which gave rise to the grievance, an aggrieved party who is an administrator shall discuss the grievance with the Superintendent in an effort to resolve the grievance

informally. The superintendent shall respond verbally within five (5) school days after the informal discussion.

b. Formal Steps

Step One – Superintendent

If an administrator's grievance has not been satisfactorily resolved at the Informal Step, and the administrator wishes to pursue the grievance, the aggrieved party, within five (5) school days after the Superintendent's verbal response at the Informal Step, shall reduce the grievance to writing. That written grievance shall set forth the facts giving rise to the grievance, the Article and Section which has allegedly been misinterpreted or misapplied with respect to the aggrieved party and the specific remedy sought. This written grievance shall be delivered to the superintendent or his/her designee. Within five (5) school days after receipt of the written grievance, the Superintendent or his/her designee shall schedule a meeting with the aggrieved party, which meeting shall be held within ten (10) school days after receipt by the Superintendent or his/her designee of the written grievance. Within ten (10) school days after conclusion of this meeting at which the aggrieved party shall give his/her respective views of the grievance, the Superintendent or his/her designee shall render a written decision. This decision shall be mailed or delivered to the aggrieved party and the President of the Association.

Step Two – Board of Education

Should resolution of grievance fail in Step One, the aggrieved employee shall have the right to appeal in writing to the Board. This appeal must be initiated within five (5) work days of the completion of Step One. The Board shall hold a private hearing for the purposes of reviewing all written statements and minutes of the previous step, and of hearing all parties involved in previous stages, within ten (10) work days. The Board shall render a decision within twenty (20) workdays after hearing the appeal. Step Two may be waived in the event the parties can agree mutually to do so.

### Step Three – Arbitration

- i. If the grievance has not been satisfactorily resolved at the Informal Step or Formal Steps, and the aggrieved party wishes to pursue the grievance, the aggrieved party shall within the ten (10) school days after receipt of the Board of Education's decision at Step Two submit to the Superintendent or his/her designee a request to proceed to arbitration. The parties shall request the American Arbitration Association to submit a list of seven (7) arbitrators to the Superintendent or his/her designee and to the President of the Association. An arbitrator shall be selected from this list in accordance with the established procedures of the American Arbitration Association.
- ii. The costs for the services of the arbitrator will be borne equally by the District and the Association.
- iii. The arbitrator shall have no authority to add to, subtract from, change, or modify any provision of this Agreement, but shall interpret the existing provisions of the Agreement and apply them to the specific facts of the grievance or dispute.
- iv. The decision of the arbitrator shall be final and binding upon the parties hereto.

3.2.3 If at any Informal or Formal Step hereunder a determination is not forthcoming in a timely manner as provided for in this procedure, then the grievance shall automatically proceed to the next step.

3.2.4 If at any step within this procedure the aggrieved party fails to proceed to the next step in a timely manner, then the grievance shall be deemed withdrawn.

### **4.0 AVAILABILITY OF INFORMATION**

Upon request of the Association, the Board of Education shall furnish information relevant to negotiations as long as the material requested is not excluded under the so-called "Freedom of Information Act".

**5.0**                    **PRINCIPALS GUIDING RELATIONSHIP WITH THE BOARD OF EDUCATION**

The Superintendent and the Association agree to meet through designated representatives and in good faith and effort to reach agreement including, but not limited to, salaries, health benefits, period of employment, leaves of absence, grievance procedures, and other matters as may be mutually agreed upon. These meetings will commence anytime after February 15<sup>th</sup> and prior to March 15<sup>th</sup> of the year of the expiration of this Agreement.

**6.0**                    **PERSONNEL FILE**

- 6.1.1                Only the Superintendent shall maintain and keep the official personnel file for each administrator. This file shall include materials pertaining to evaluation and certification. When any material other than routine non-evaluative material is added to the administrator's file, the administrator shall be given a copy of it. The administrator shall acknowledge receiving the material by signing the file copy thereof.
- 6.1.2                Except for current material which has not yet found its way to the administrator's file, material not contained in the files shall not be used in the formulation of recommendations concerning dismissal or the granting of tenure. Current materials to be taken into consideration shall be brought to the attention of the administrator.
- 6.1.3                With the exception of confidential pre-employment information, an administrator shall have the right to examine the contents of his/her personnel file. The administrator may have an Association representative present during the review of the contents of his/her file if he/she so desires. The Superintendent, or his/her designee, shall be present to insure the security of the contents of the file.
- 6.1.4                Any materials found to be false or misleading shall be removed from the file of the administrator. The District must submit the proof of the authenticity of the material in the folder or said material is to be removed.

- 6.1.5 The administrator may request material to go into his/her file, such as published articles, laudatory letters, awards, etc.
- 6.1.6 An administrator may write a response to any material in his/her file and have it attached and placed in his/her file.

**7.0 PROFESSIONAL DEVELOPMENT**

- 7.1.1 The District shall provide tuition benefits at the SUNY rate for up to 12 credits per year. All graduate work submitted for the tuition benefit must be approved by the Superintendent of Schools prior to registration.

For graduate work (leading to a masters or C.A.S. in education or administration), the tuition benefit will be set at \$575.00 per credit. For advanced graduate work (leading to a doctoral degree), the tuition benefit will be set at \$900.00 per credit.

In the event an administrator fails to complete the required coursework leading to a grade of "B" or better, he/she shall reimburse the District the full amount of tuition and fees paid.

Each year of graduate work requires a commitment to continued employment in the district. Terminating employment will result in repayment of tuition according to the following schedule:

Year Employment is Terminated	Percentage of Tuition to Be Reimbursed At \$575.00 per credit
During the first year after course	100% of tuition
During the second year after course	80% of tuition
During the third year after course	60% of tuition
During the fourth year after course	40% of tuition
During the fifth year after course	20% of tuition
	At \$900.00 per credit

During the first two years after course	100% of tuition
During the third year after course	80% of tuition
During the fourth year after course	60% of tuition
During the fifth year after course	40% of tuition
During the sixth year after course	20% of tuition

District paid tuition benefits contained in Article 7.1.1 expire on June 30, 2010. Administrators who previously benefited from district paid tuition would still be required to repay prorated tuition upon leaving the district.

**8.0            TRAVEL EXPENSES**

8.1            Attendance at conferences approved by the Superintendent or Board of Education by District administrators covered by this Agreement shall be reimbursed for approved expenses.

8.2            Association members shall received full reimbursements for travel to approved local conferences outside the District and for trips to the Board of Cooperative Education Services at the current mileage costs allowance.

8.3            Association members who are required to use their personal car for out-of-district business shall received current mileage allowances per mile as established by the IRS for mileage expense.

**9.0            PAID LEAVE**

9.1            Sick Leave

9.1.1          Administrators will be credited with twelve (12) days of sick leave for personal illness each year on the first day of July. An administrator employed after July 1<sup>st</sup> shall received one (1) day per month for each full month that he works during the year.

9.1.2          The total unused portion of the annual sick leave allowance credited to each administrator shall be permitted to accumulate to two hundred forty (240) days.

9.1.3 Days allowed for absences due to injuries suffered on school premises or in the line of duty, covered by Worker's Compensation and subject to certification by a duly qualified physician as to the duration of the disability, shall not be deducted from sick leave allowance. The District will continue to pay the administrator's regular salary and benefits for the period involved, not to exceed two hundred forty (240) days. The district will receive the allowance paid the administrator by the Workers' Compensation Board during this two hundred forty (240) day period or used portion thereof. Time also shall be granted the administrator for attendance at hearings related to the incident.

9.1.4 Absences caused by unavoidable remedial health or medical appointments shall be arranged by the administrator with the Superintendent.

## 9.2 Other Leave

"Other Leave" shall be defined as absence from duty to meet unexpected individual or family needs. Administrators shall have five (5) "Other Leave" days credited to them on the first day of the year. "Other Leave" days are not cumulative to succeeding years. The Superintendent is to be notified in advance (or as soon as practical if need is not anticipated). Leave requests may be for the following reasons:

1. Serious illness or death of close relative or friend.
2. Birth of a son or daughter.
3. Actual observance of religious holidays.

## 9.3 Personal Leave

9.3.1 Each administrator shall be allowed three (3) days leave of absence with pay each year for legal, business, household or family matters.

9.3.2 Personal leave will be granted by the Superintendent upon notification of a minimum of two (2) days in advance whenever possible.

9.3.3 An administrator shall file with the Business Office a written statement of the purpose for which the leave was taken. Personal leave shall not be used for vacation, recreation, shopping, other employment or non-emergency household maintenance.

9.3.4 Unused personal days shall be added to accumulated sick days at year-end.

9.4 Jury Duty

No deduction from pay or benefits will be made as a result of an administrator being absent for jury duty.

The administrator shall assign any money received for jury duty service to the District once such services have been rendered except for any money received for reimbursable expenses. Reimbursable expenses shall include but not be limited to, meals, mileage and tolls. An administrator serving on jury duty shall report to school whenever the court is not in session.

**10.0 UNPAID LEAVE OF ABSENCE**

Leave of absence without pay may be granted for a limited time and a definite period by the Board of Education or Superintendent on behalf of the Board of Education. Such leaves shall be requested in writing to the Board. Such request shall state the reason for the contemplated absence and the date the employee expects to return to duty. Said leave shall not be unreasonably denied.

**11.0 HOLIDAYS**

11.1 Administrators covered by the Agreement shall receive the following holidays with pay:

- July Fourth
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Recess (Wed., Thurs., Fri.)
- Christmas Day and Eve and day after Christmas

- New Years Day and Eve
- President's Holiday(s)
- Martin Luther King Jr. Day
- Good Friday
- Monday following Easter
- Memorial Day Observance

11.2 If school is in session on any of the above-referenced days, the District and the Administrators shall determine an alternative date.

**12.0 VACATION**

12.1 Each administrator, except the Assistant Principal, currently employed by the District shall be granted twenty-four (24) days paid vacation each year exclusive of weekends and approved holidays. These days will be granted on July 1<sup>st</sup> of each year.

12.2 An administrator commencing employment in the District during the year shall earn vacation on a pro-rated basis.

12.3 Vacation will be scheduled at the agreement of the Superintendent. Vacation may be accumulated to a maximum of forty-five (45) days.

12.4 Annually, after July 1, the District will buy back up to a maximum of ten (10) vacation days, at the administrator's request. These days shall be paid at 1/240<sup>th</sup> of the Board approved annual salary exclusive of other compensation.

**13.0 WORK YEAR**

13.1.1 Unless otherwise established, the administrative work year shall be twelve (12) months. Administrators will follow a twelve (12) month administrative calendar beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> of the following year.

13.1.2 The Assistant Junior-Senior High School Principal's work year shall be ten (10) months plus twenty (20) days, following the school calendar. Articles 12, 12.1, 12.2, 12.3 and 12.4 shall not apply to the Assistant Junior-Senior High School Principal.

**14.0 HEALTH INSURANCE**

The District shall provide 90% of the premium cost to the administrator for the Genesee Area Health Care Plan Group No. 4402 (for single or family) including Dental Plan No. 2 or its equivalent.

**15.0 LOSS OF INCOME INSURANCE**

The Board of Education shall provide one thousand one hundred (\$1,100.00) dollars per administrator, per year for the purchase of Loss of Income Insurance. Proof of purchase shall be required.

**16.0 TAX SHELTERED ANNUITY CONTRIBUTION**

16.1 The District will contribute three thousand seven hundred fifty dollars (\$3,750) to each administrator's TSA, annually.

Contributions shall be made in 26 biweekly installments. In the event an administrator leaves the District prior to the conclusion of the school year, the contribution is to prorated to reflect the actual term of employment.

**17.0 SICK LEAVE CONVERSION**

17.1 Association administrators who have obtained eligibility age for normal service retirement (per NYSTRS), and who have been employed at least seven (7) years in the district as an administrator, and who submit an irrevocable letter of retirement to the Board of Education by January 1<sup>st</sup> to be effective between June 30<sup>th</sup> and August 15<sup>th</sup> of that same year, shall qualify for either of the two options below:

A. Upon retirement under the NYSTRS, administrators will be credited with an amount equal to their per diem rate multiplied by the number of sick days accrued (to

a maximum of 160 days), to be applied towards the premiums of their health insurance coverage made available to district retirees, until the administrator uses up the credited amount or until he/she reaches age 65 whichever comes first, OR

- B. Upon retirement under the NYSTRS, administrators may elect to convert their sick leave to a one-time cash benefit of thirty thousand (30,000) dollars to be paid by the District within 30 days of the last day of employment. However, if his/her total sick leave conversion (according to the formula in 17.1A) is less than \$30,000, the cash benefit shall be the lower amount.

**18.0 SALARY**

18.1 For each fiscal year 2007 through 2010 each administrator shall receive an increase of his or her base salary of three point five (3.5%) percent. In the event the federal alcohol reduction grant is ended and the present assistant principal and director of this grant is still employed in the District, an adjustment of their salary will be made. The \$10,000.00 stipend for directing the grant will be added to his base of the present assistant principal.

18.2 Administrators required to supervise evening athletic events, in their entirety shall receive a \$50.00 dollar per evening stipend. A schedule of approved administrative supervision of evening athletic events will be submitted prior to each athletic season (fall, winter, spring), for approval by the Superintendent of Schools. Any changes to the approved supervision schedule must also be approved. The \$50.00 dollar stipends will be paid twice per year, once in December and once in June. For processing of payment a claim form must be submitted detailing the athletic event(s), the date(s), time(s) and approved by the Athletic Director and Superintendent of Schools.

**19.0 COPIES OF THE AGREEMENT**

The District shall print copies of this Agreement and distribute a copy to each member of the Association. Cost of the same shall be borne by the District.

**20.0**            **NO STRIKE**

The Association agrees that it does not have the right to strike or engage in any work stoppage against the District and, therefore, shall not cause, instigate, encourage or condone such action on the part of any or all of its members.

**21.0**            **TERMINATION OF EMPLOYMENT**

- 21.1            When the superintendent recommends dismissal of a probationary administrator, at the end of his probationary period or that his or her services be terminated during the probationary term, the Superintendent shall give thirty (30) days notice in advance of the Board meeting where the intended recommendation will be considered. Such administrator may, not later than twenty-one (21) days prior to the meeting at which the recommendation will be considered, request a written statement giving the reasons for the recommendation and within seven (7) days thereafter such written statement will be furnished. Such administrator may file a written response to such statement not later than seven (7) days prior to the date of the board meeting.
- 21.2            The dismissal of a tenured administrator shall be for just and proper cause.
- 21.3            A decision, which is adverse to the Administrator, shall not prevent an appeal therefrom by the Administrator under applicable provisions of any law.

**22.0**            **LEGISLATIVE APPROVAL**

**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 FUND THEREFORE SHALL NOT BECOME**

**EFFECTIVE UNTIL THE APPROPRIATE  
LEGISLATIVE BODY IS GIVEN APPROVAL.**

**23.0 SAVING PROVISION**

If, at any time during the life of this Agreement, any term or provision of this Agreement is in conflict with any federal or state law, such term or provision, or originally embodies in this Agreement, shall be restored in full force and effect. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other item or provision of this Agreement.

**24.0 DURATION**

This Agreement shall remain in full force and effect from the period of July 1, 2007 through June 30, 2010. It shall be modified only by the mutually agreed written consent of the parties.

**25.0** All provisions of this contract, including salary, are retroactive to July 1, 2007.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

PEMBROKE CENTRAL SCHOOL DISTRICT ADMINISTRATOR'S  
ASSOCIATION

Keith Palmer

Association Representative

7/5/07

Date

PEMBROKE CENTRAL SCHOOL DISTRICT

Doug Lij

Superintendent of Schools

7/5/07

Date

