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Contract Database Metadata Elements

Title: **Port Byron Central School District and Port Byron Administrators Association (2011) (MOA)**

Employer Name: **Port Byron Country Central School District**

Union: **Port Byron Administrators Association**

Local:

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Agreement Between the
Port Byron Administrators' Association

and the

Port Byron Central School District

July 1, 2011 - June 30, 2013

4
employees

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:

Principal (s)
Assistant Principal (s)

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: Principals and Assistant Principal.
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 the following school year.

ARTICLE 5 – WORK YEAR

Principals covered under this contract shall work a twelve (12) month work year, beginning on July 1st and ending on June 30th of each year. Assistant principals will work 213 day schedule each fiscal year. These members will follow the teacher's calendar plus additional days to fulfill contractual requirements to reach 213 days. The assistant principals will submit to the Superintendent for his or her approval on June 1st a calendar of days for the following year.

ARTICLE 6 – VACATION

Principals 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. During the first three years of employment and 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 carry over increases to twenty-two (22) days per year to a maximum of forty-four (44) vacation days. Principals covered under this contract may not cash out unused vacation days upon leaving the district unless one full year of employment has been completed.

ARTICLE 7 - LEGAL HOLIDAYS

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

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 case of extenuating circumstances, the Superintendent of Schools may grant additional days of paid absence. Immediate

family is defined as: spouse, mother, father, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparents. 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

Administrators covered under this contract will be entitled to fourteen (14) days of sick leave annually.

Sick leave is defined as:

- a. Inability to work because of personal sickness or injury.
- 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, mother, father, children brothers, and sisters and any family member living in the household.
- c. 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.

ARTICLE 13 – HEALTH INSURANCE

- a. The District will provide 90% for individual and 80% for family health care coverage for which the employee qualifies. This will be continued into retirement.

For employees that begin employment prior to 8/1/06 and at the conclusion of ten years of employment, employees shall upon retirement from 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 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 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 services as a teacher in the PBCSD counted towards the ten years 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 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 will be waived.

b. The District will provide full dental coverage (family or individual) for which the employee qualifies at 100%. This same policy coverage, at the retired employee's option, may be continued in retirement at the expense of the employee.

c. Beginning 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 implementation of the decision. It is additionally understood that any changes in carrier consistent with the provisions of this selection 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 federal rate per mile when the district car is not available. 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 earned unused vacation days to a maximum of forty (40) days. Payment for each unused vacation day will be divided by 1/240 of the employee's annual salary. 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, upon the presentation of a requisition approved by the Superintendent, pay for each Administrator in the unit for membership dues of two professional organizations such as ASCD, NAESP, NASSP, and SAANYS.

ARTICLE 17 – PROFESSIONAL DEVELOPMENT

The District will pay for professional development activities each school year upon the approval by the Superintendent of a three-year Professional Development Plan developed by all administrators. The Professional Development Plan should be based on the needs of the school district and not meant to obtain employment elsewhere. Approval by the superintendent must be obtained before registering for any class or seminar.

ARTICLE 18 – WAGES

- a. Wages will remain at the 2010-2011 fiscal year for the 2011-2012 fiscal year.
- b. Wages for the 2012-2013 fiscal year will increase by 1.6% over the previous fiscal year.

Elementary Principal	\$70,000 (Minimum Starting)
HS Principal	\$80,000 (Minimum Starting)
Director of Special Programs	\$65,000 (Minimum Starting)

- c. Each principal may solely at his or her option sell back to the district (and the district agrees to pay each principal) a maximum of ten (10) vacation days each school year at their per diem rate. Compensation for these days will be paid at 100% of that employees per diem rate and will be paid by the second pay period following the written notification. Those wishing to sell their vacation days must notify the superintendent in writing by June 15th of each school year but not before June 1st. This amount will be paid in either the 1st or second payroll in June.
- d. The parties agree that the District will pay effective July 1, 2009 association members and paychecks will be issued and distributed twice in each and every month but no later than the 15th or the 30th of each month.

ARTICLE 19 - PERFORMANCE REVIEW

By May 30 the Superintendent shall review and assess the performance of each person covered by this agreement at least once a year during the term of this agreement. Unit members shall have the right to respond in writing to any evaluation materials contained in the unit member's personnel file/folder.

The Port Byron Central School District Administrators' Assn. will continue to work cooperatively with the Port Byron Central School District to approve an evaluation

procedure that conforms with New York State educational law. At an appropriate time, both parties will enter into separate negotiations relative to the adoption of Annual Professional Performance Review (APPR) provisions.”

The present evaluation procedure would continue until such time that the above has been agreed upon.

ARTICLE 20 - GRIEVANCE PROCEDURES

- a. A grievance is a claim by an employee that there has been a violation of any 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 resolved informally within five (5) days, it is to be reduced to writing and resubmitted to the Superintendent.

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

- a. In the fifth year of administrative service to the Port Byron Central School District a \$750 longevity increment to the employees base salary will be made. In the tenth year of administrative service to Port Byron Central School District a \$1250 longevity increment to the employees base. In the fifteenth year of administrative service to the Port Byron Central School District a \$1750 longevity increment.
- b. In the 2011-2012 fiscal year only the High School principal will be allowed to take his second longevity step in a lump sum payment as requested.

Memorandum of Agreement Between the
Port Byron Administrators' Association ("PBAA" or "Association") and the Port Byron Central School
District ("District").

AGREEMENT:

The Parties hereby agree that the current Collective Bargaining Agreement by and between the PBAA and the District shall be modified as follows:

1. All provisions, terms and conditions of the current Collective Bargaining Agreement by and between the PBAA and the District, that are not directly, specifically and expressly modified by this agreement, shall remain and continue in full force and effect.

New ARTICLE 1 – RECOGNITION:

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
Vice Principal

2. New subsection "c." of ARTICLE 13-HEALTH INSURANCE:

c. Effective July 1, 2009, use of the current prescription card shall not be available to active members of the Association or to members who retire on or after July 1, 2009. In exchange for discontinuing use of the prescription drug card, commencing immediately on July 1, 2009, the annual base salary (including without limitation for the 2009-2010 school year) of each Association member shall be permanently increased by the sum of Six Hundred Dollars (\$600.00) over and above and in addition to any all other increase(s) to which the member(s) are or may in the future be entitled. For example, any and all annual percentage salary increases (including without limitation any and all annual percentage increase(s) negotiated for the 2009-2010 school year) will be over and above, will be applied to and will act upon this \$600 increase in base salary. This section shall have no application to or impact upon association members who retired or separated from the District prior to July 1, 2009. It is expressly agreed by and between the parties that nothing in this section shall relieve the District of its continuing obligation to provide and pay for prescription drug coverage to and for all active association members and those members who retire from the District on or after July 1, 2009, in accordance with the major medical provisions of the Traditional or Modified Traditional Health Care Plan.

3. Effective July 1, 2009, subsection "c." of ARTICLE 12-ILLNESS LEAVE shall be amended to read as follows:

~~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.~~

Effective July 1, 2009, the parties agree to eliminate the provisions of Article 12 subsection c of the current PBAA contract. Commencing on July 1, 2009, and thereafter, members of the negotiating unit will no longer have the right to sell unused sick days. In return for the loss of this benefit, the school district will credit each member in good standing on July 1, 2009, with ten (10) per diem days to his or her base pay at the rate of 1/240 of his or her base salary as a permanent increase to the base salary. The annual percentage salary increases (including without limitation any and all annual percentage increase(s) negotiated for the 2009-2010 school year) will be over and above and will be applied to this ten per diem days increase in base salary.

4. Effective immediately on July 1, 2009, a new addition to subsection of ARTICLE 18-WAGES shall be set forth for the Vice Principal position as follows:

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
Vice Principal	\$66,000

5. Effective immediately on June 1, 2010, and in each and every subsequent year thereafter on June 1st, each association member may, solely at his/her option, sell back to the District (and the District agrees to pay each association member for) a maximum of ten (10) unused vacation days each school year at the per diem rate of 1/240 of the member's then current annual base salary for each of the ten (10) vacation days sold back to the District. Compensation for these days will be paid at 100% of that employee's per diem rate and will be paid by the second payroll period following the employee's written notification to the District. Members of the negotiating unit who wish to sell vacation days will need to notify the Superintendent by June 15th of each school year.

6. The parties agree that effective July 1, 2009, association members will be paid by the District and paychecks will be issued and distributed twice in each and every month, both on no later than the 15th and 30th of each and every month. Pay dates will occur on no later than the 15th of the month or the preceding Friday if the 15th falls on a weekend or holiday and the 30th of the month or the preceding Friday if the 30th falls on a weekend or holiday. The second pay date(s) in the month(s) of February will

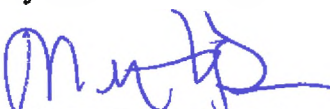
occur on no later than the 28th of the month or the preceding Friday if the 28th of February falls on a weekend or holiday.

7. Normally, paydays will fall between the 13th and 15th of the month and the 28th and 30th of the month. Exceptions are February and June. The second pay date in February could fall as early as the 26th and will occur no later than the 28th of each February. The last paycheck of the school year shall fall on the last teacher's workday in June.

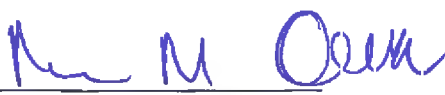
The District agrees to meet and negotiate with the Association prior to any proposed deviation in the above pay periods.

[j1] ~~July~~
Dated: June 8, 2009

The Port Byron Central School District

By: 
Neil F. O'Brien
Superintendent of Schools

and

By: 
Mindy Quanbeck, President
Port Byron Central School District
Board of Education

The Port Byron Administrators' Association

By: 
Randi Ludwig, President PBAA