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Contract Database Metadata Elements

Title: **Greater Johnstown School District and Johnstown Administrators Association (2004)**

Employer Name: **Greater Johnstown School District**

Union: **Johnstown Administrators Association**

Effective Date: **07/01/04**

Expiration Date: **06/30/07**

PERB ID Number: **5384**

Unit Size: **8**

Number of Pages: **13**

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GREATER JOHNSTOWN SCHOOL DISTRICT

Johnstown, New York

AGREEMENT
Between
Superintendent
and
Johnstown Administrators' (Principals)
Association
for
July 1, 2004 - June 30, 2007

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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GREATER JOHNSTOWN SCHOOL DISTRICT Johnstown, New York

Pursuant to the provisions of the Public Employees Fair Employment Law of 1967 the Board of Education of the Greater Johnstown School District hereby adopts the following agreement covering recognition of an administrators' organization and the methods by which negotiations shall take place with said organization.

ARTICLE I -- AGREEMENT

This agreement is made and entered into this ____ day of June 2005 by and between the School Board of the Greater Johnstown School District and the City of Johnstown, New York (hereinafter referred to as the "Board") and the Johnstown Administrator's Association (hereinafter referred to as the "Association".) This agreement will be in effect for the period July 1, 2004 - June 30, 2007.

ARTICLE II -- PHILOSOPHY

The Board and the Association firmly believe that the primary function of the Board and its professional staff is to assure each boy and girl attending the Johnstown Schools the highest level of educational opportunities obtainable. The Board recognizes that teaching is a profession; the Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communication exist between the Board and its professional staff.

ARTICLE III -- RECOGNITION

The Board, in order to recognize an administrator organization as exclusive representative of administrative personnel, requires satisfactory evidence that the organization in fact represents a majority of such employees. Such evidence shall be in the form of a notarized membership list, signed designed cards, or dues deduction authorizations. In the event of a challenge the Board will proceed according to the regulations of the Public Employee Relations Board established under Article 14 of the Civil Service Law.

By virtue of satisfactory evidence submitted by the Association to the Board that the Association does represent the majority of the professional administrators in the District, the Board hereby recognizes the Association as the official negotiating agent for full-time principals and assistant principals.

This recognition shall continue in effect unless challenged in accordance with Section 208 of the Civil Service Law.

ARTICLE IV -- PRINCIPALS

1. Professional Personnel

It is recognized that members of the professional staff require specialized qualifications and that the success of the educational program in the Greater Johnstown School District of the City of Johnstown, New York depends upon the maximum utilization of the abilities of the administrators who are reasonably well satisfied with the conditions under which their services are rendered.

2. Right to Join or Not Join

It is further recognized that Administrators have the right to join, or not to join the Association, but membership shall not be prerequisite for employment or continuation of employment of any employee.

3. Rights of Minorities and Individuals

The legal right inherent in the Education Law and in the rulings and regulations of the Commissioner of Education affecting certified personnel are in no way abridged by this agreement.

4. Responsibility Not to Strike

The Johnstown Administrators' Association affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

ARTICLE V - AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the board and the Association to reach mutual understandings through negotiation regarding matters related to terms and conditions of employment. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Johnstown public school system. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

ARTICLE VI -- PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. Negotiations Terms

The Board, or designated representatives of the Board, with the Superintendent of Schools serving as an advisor, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreement.

2. Opening Negotiations

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. In any given school year, such request shall be made on or before December 31. All issues proposed for discussion shall be submitted in writing by the Association to the Board or its delegated representatives at the first meeting. The Board shall submit in writing to the administrator representative(s) all additional issues upon which it wishes to negotiate no later than the second meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed by the parties. In keeping with the Superintendent's role as chief school administrator, all communications pertaining to arrangements for negotiations shall be submitted in writing to the Superintendent, who, in turn, will keep the board and its negotiating team informed.

3. Negotiation Procedures

Designated representatives(s) of the Board, with the Superintendent as an advisor, shall meet at such mutually agreed upon places and times with the representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described in paragraph 2 above, such additional meetings shall be held as the parties may require to reach understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours and shall be held at a time other than the regular school day unless agreed upon mutually.

4. Exchange of Information

Both parties and/or the Superintendent shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration. All communications for the Board and/or the Board's negotiations team shall be presented to the Superintendent of Schools, who, in turn, will keep the Board and its negotiating team informed of the same. All communications from the Board shall be presented through the Superintendent of Schools to the President of the Administrator's Association. All requests from the Association's negotiating representative(s) or team for information pertinent to the issues under discussion shall be made in writing and shall be submitted to the Superintendent of Schools. The Association and the Board agree that a free exchange of fact, opinion, proposals, and counter-proposals shall take place at the negotiating table on all issues in an effort to reach Agreement.

5. Consultants

The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

6. Committee Reports

The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the specific proceedings of the negotiations shall not be released unless such an issuance has the prior approval of both parties.

7. Reaching- Agreement

When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board for approval. Following approval by the Association and the Board, the Board will take such actions upon the recommendation(s) submitted as are necessary to make them official.

ARTICLE VII - SALARY

The compensation rates for each member of the Association shall be set forth in Appendix "A" of this agreement.

Appendix "A" attached will reflect the following:

(1) For the 2004-2005 school year, bargaining unit employees will have their wages adjusted by 3.5%, plus an additional adjustment of \$165.00 on their base salary. In other words, the salary rates for the 2003-2004 school year will be increased by 3.5% and then the \$165.00 will be added to the newly calculated base rate. For the 2005-2006 school year, the salary rates of the bargaining unit members will be increased by 3.5%. For the 2006-2007 school year, the salary rates for the bargaining unit members will be increased by 3.25%

(2) Article VII, Section 1 (2) shall be amended to provide;

The minimum salaries for administrators in the District shall be as follows for the duration of this contract agreement 2004-2007.

High School Principal (12 month)	\$63,000
High School Assistant Principal (10) month, additional 20 days July/August)	\$58,000
Junior High Principal (12 month)	\$62,000
Elementary Principal (10 month, additional 20 days July/August)	\$59,000

(3) Article VII, Sections I (3), (4), (5), and (6) of the 1998-2004 agreement shall be deleted.

(4) Article VII shall be amended by adding a new section, Section 3 which shall provide:

Summer School Principal:

The District will advertise for the position of junior/senior high summer school principal with the stipend of \$2,000. If the District is unable to secure a certified candidate, then the job responsibilities fall to the High School Assistant Principal. The High School Assistant Principal would be in charge of administering the program. Any days requiring administrative coverage beyond twenty (20) days during July and August will be shared equally by other JAA members, without any additional compensation. (Example - The junior/senior high summer school program runs twenty-four (24) days. The High School Assistant Principal covers the first ten (10) days, JAA members provide coverage for four (4) days, and the High School Assistant Principal covers the last ten (10) days). The High School Assistant Principal is in charge of registration, scheduling, hiring staff, testing, and completing all reports for the program.

(5) The salary for bargaining unit Kathy Dougherty will be adjusted in the 2005-2006 school year to the same salary rate as will be paid to bargaining unit member Timothy Harris, following Mr. Harris' assignment from the Assistant Principal at the High School to a Building Principal at one of the District's elementary buildings. Thereafter, Mrs. Dougherty and Mr. Harris will be entitled to the applicable percentage increase as set forth above in the 2006-2007 school year.

The High School Principal and the Junior High Principal shall be employed for twelve (12) months each school year. The High School Principal and the Junior High Principal shall be provided twenty (20) days paid vacation leave each year. Moreover, the twelve (12) month High School Principal and the Junior High Principal shall be entitled to fifteen (15) paid holidays each year as designated in the school calendar or otherwise designated by the Superintendent and/or his/her designee.

All other administrators shall remain as ten (10) month employees who will be employed from September 1 to June 30, with an additional twenty (20) days of work in July and/or August with the exact dates to be established by mutual agreement between the administrator and the Superintendent. For such other employees, the current practice regarding vacations and holidays during the school year September 1 through June 30 shall remain the same.

ARTICLE VIII -- PROFESSIONAL CONFERENCES

Requests to attend professional conferences shall be made to the Superintendent of Schools for approval. If approval is granted, the administrator designated to attend the conference shall do so without loss of pay. The School District shall pay all reasonable and appropriate costs of attendance at conferences.

ARTICLE IX — TERMS AND CONDITIONS OF EMPLOYMENT

A. Sick Leave; Bereavement Leave; Personal Leave-Principal

1a. Absences without loss of pay will be permitted for personal illness in accordance with the following regulations and conditions:

1) Eleven month principals shall be entitled to sixteen (16) days paid sick leave each school year. Twelve (12) month principals shall be entitled to 17.5 days paid sick leave each school year. Up to five (5) days of this leave may be used by the principal for serious illness in the immediate family as defined in Section A(1b)(4) hereof. However, for principals employed by the District prior to September 1, 2000, the family illness leave (non-cumulative) of Section A(1b)(4) shall be separate and apart from the leave of this paragraph.

2) Days of unused sick leave may be accumulated to a maximum of two hundred and twenty (220) days.

3) The Superintendent of Schools shall have the right to request a physician's certificate as proof of personal illness.

1b. Absences without loss of pay will be permitted for each death or serious illness in the immediate family according to the following regulations and conditions:

1) The term immediate family includes mother, father, spouse, sister, brother, mother-in-law or father-in-law, grandmother, grandfather and grandchild, or a person permanently residing in the same household as the Principal, and the children of the Principal.

2) Each Principal may be allowed a maximum of five (5) days for a death in the immediate family. Total bereavement leave may not exceed fifteen (15) days in any one school year (non-cumulative).

3) If a Principal requests bereavement leave for a close family relative except for the categories spelled out in the specific bereavement clause, he shall put such request in writing to the Superintendent. If the request is granted, the days used shall be deducted from the bereavement leave up to five (5) days per year non-cumulative. No reasonable request shall be denied except for just cause.

4) Principals will be allowed a maximum of five (5) days per year (non-cumulative) for serious illness in the immediate family. Serious illness shall be defined as such an illness which incapacitates the individual from performing his regular duties and where such person needs constant care, attention, and assistance when not being directly attended by a physician or a nurse.

5) The Superintendent of School shall have the right to request a physician's certificate as proof of serious illness in the immediate family.

1c. Up to two (2) days of leave per year may be taken without loss of pay for religious holidays if the religion requires that the holiday be observed and prohibits working on such days.

1d. Absences without loss of pay for personal days will be permitted according to the following regulations and conditions:

1) A full-time bargaining unit member will be allowed three (3) personal business days per year (non-cumulative) for personal business. The request shall be made in writing to the Superintendent and written approval from the Superintendent shall be required for the third personal business day. All unused personal leave day's will added to the Administrator's sick bank.

2) Personal leave days shall be granted only for personal business, which cannot be conducted at time other than the administrator's normal working hours. Personal leave days shall not be used for the purpose of extending vacations, holidays, or for recreation or other employment purposes.

2. Any situation not covered by the above regulations and conditions shall on request be referred to the Superintendent of Schools for final disposition.

3. The policy of permitting absence without loss of pay for an individual, shall be subject to revocation by the Board of Education at any time that the Board shall consider that the program is being misused or abused by such individual. The Board will not act arbitrarily or capriciously in this regard.

4. Absence reimbursed by workmen's compensation will be credited to sick leave in the proportion that the reimbursement rate is to the employee's salary. In return for payment of full salary during sick leave, salary payments by the Board's insuring agency under Workmen's Compensation will be paid to the School District for the period covered by sick leave.

5. Per Diem deductions for salaried employees for absences in excess of sick leave and for other absences. Principals employed on an eleven-month basis: per diem deductions: 1/220 of annual salary.

Whenever a Principal is absent from his employment and is unable to perform his duties as a result of personal injury caused by an accident occurring in the actual performance of his duties, he will be paid his full salary during absence, which shall not be charged against sick leave.

B. Dues Deduction

1. The Board of Education of the Greater Johnstown School District agrees to deduct from the salaries of its employees, dues for the SAANYs as said Principals individually and voluntarily authorize the Board to deduct. Principal authorization shall be in writing in the form provided.
2. The Board of Education agrees to transmit the deducted monies promptly following each payroll to the treasurer of JAA, who will then forward such monies to the proper organization.
3. Deductions referred to in Section 1 shall be made in the following manner. The total annual membership dues for the designated association mentioned above shall be deducted in equal installments beginning with the first pay period in October. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall provide the Board with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues.
4. Additional authorizations submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions made for the balance of the school year.
5. The Johnstown Administrators' Association has continuous membership. The dues deduction form must be signed by the employee.
6. The JAA will certify to the School Business Official, in writing, the current rate of its membership dues.
7. Any new Principals starting at the beginning of the school year or during the course of the school year will be permitted to request dues deductions at the time of employment.
8. Credit Union Payroll Deductions -- the Board of Education agrees to deduct from the pay of a Principal an amount of money which the principal would request in order to join the Fulton County Teachers' Federal Credit Union. The name of the Principal and the amount of the deduction will be submitted by the JAA to the School Business Official along with a list of employees who have requested dues deductions. The amount of the deduction will be transmitted following each payroll to the treasurer of the Credit Union.

C. Tax Sheltered Annuities

The Board will deduct such monies as authorized for those people who wish to enroll in a tax sheltered annuity program. Arrangements will be made in accordance with applicable laws and District procedures regarding how administrators should apply for such deductions.

D. Health and Life Insurance

1. There shall be no diminution of existing health insurance benefit level(s) during the term of this agreement. The District shall determine the carrier(s) underwriting such coverage and shall contribute eighty-five percent (85%) of the individual, two-person, or dependent health insurance premiums. The difference of 15% shall be paid by the Administrator. Any change in health insurance plans made over the life of the agreement by the District shall be applicable to the members and retired members of the unit.
2. Each participating administrator and post retiree will stipulate that he/she will not carry a double health plan if the husband or wife works elsewhere where such plan is in force.
3. The District agrees to hold harmless any and all members of the unit from any loss of specific benefits (except the addition of a no fault rider) and/or specific benefit levels from the Fulton Montgomery Schools Improved Plan C Health Insurance Program.
4. Employees hired on or before July 1, 1996 will maintain the existing lifetime cap of \$2,000 per covered individual as per page 35, Section 11(3)(B) of the 1995-96 Ful-Mont Health Trust Benefits Book. Employees hired after February 1, 1996 will have an annual cap of \$2,000 per covered individual.

5. Deductibles

- a. An annual in- and out-patient hospital deductible of \$240 per individual/\$720 per family will be part of the Health Insurance Plan provided to administrators. During the 1998-99 and 1999-2000 school years, the District will reimburse administrators for fifty (50%) of these deductibles upon receipt of proof of payment by administrators for the \$240 per individual or \$720 per family. Commencing with the 2000-2001 school year, the District will reimburse the administrator for the entire \$240 or \$720 individual/family deductibles upon receipt of proof of payment by the administrator of such deductibles.
- b. Effective February 1, 1996 the major medical deductible will increase to \$100 per individual/\$300 per family.
6. The District and the Association shall explore the possibility of changing to a different vision, hearing, and prescription provider(s) relating to health insurance. The purpose of any such change will be to continue benefits to administrators while at the same time reducing premium costs to the District and the administrators. The parties recognize that, if the Ful-Mont Trust or the District's health insurer prohibits such change in vision, hearing, or prescription coverage, the parties will not be able to make such change.

7. Life Insurance: The District will provide a \$50,000 (fifty thousand dollar) double indemnity term life insurance policy on the life of each member of the bargaining unit. The yearly premium will be paid on the basis of 50% by the District and 50% by the Individual Principal. Principals who leave the District will be advised of their rights to continue the insurance on a personal basis in accordance with the provisions of the applicable life insurance policy. One hundred percent (100%) of the eligible members of the group affected must enroll in order for the insurance plan to be provided.

Dental Insurance

The District shall provide dental insurance identified in Attachment "B."

F. Leave of Absence

1. A leave of absence without pay may be granted to a Principal at the recommendation of the Superintendent of Schools and with the approval of the Board of Education. All benefits to which a Principal was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and his/her position on the salary schedule, will be returned to him/her upon his/her return and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially similar position. The above provisions also apply to parental leaves for both tenured and non-tenured Principals.

G. Parental Leave

2. Upon request, a paternal or child rearing leave of absence of a maximum of two (2) years will be granted to each administrator for the purpose of parental child rearing leave. Such leave shall be in compliance with the Rules and Regulations laid down by the Rules and Regulations laid down by the New York State Human Rights Commission. If an administrator requests a one year leave, he/she will have the option to extend his/her leave for a second year provided he/she notifies the Superintendent by February 1 of the school year of his/her intentions to extend his/her leave. If such leave is requested for a mid-term or a January to January time period, the administrator will be required to notify the Superintendent of his/her intent to extend the leave for a second year by July 1 of the school year. The February 1 and July 1 dates may be extended with the permission of the Superintendent. All benefits to which an administrator was entitled at the time the leave of absence commenced will be restored upon return and the administrator will be assigned to the same or a substantially similar position which was held at the time said leave commenced, if available.

H. Just Cause

1. No Principal shall be disciplined, reprimanded, reduced in rank or compensation, or discharged without just cause. The operation of this clause will, in no way, diminish the rights of the Board to grant or deny tenure as provided under the Education Law.

2. This provision shall only apply to instances where the action taken is in writing and noted or placed in the Principal's personnel file.

I. Legal Counsel

The district provides legal counsel for the members of the bargaining unit in accordance with Section 3023, 3028, and 3811 of the Education Law and Section 18 of the Public Officers Law. A member of the bargaining unit shall immediately contact the District in the event that any incident arises which might require the District to provide legal counsel. The school attorney will inform, in writing, any member of the bargaining unit of his/her legal rights pursuant to these sections of law upon request.

J. Compensation of Lost Time

If an assault on a Principal results in loss of time, the Principal shall be paid in full and such paid absence shall not be deducted from any sick leave to which such Principal is entitled under this agreement. The Principal shall receive his regular salary less Social Security and/or workmen's compensation benefits.

K. Reimbursements

The District shall reimburse Administrators in accordance with the insured limits, for the reasonable value (not covered by insurance) any of clothing or the personal property damaged or destroyed while the Administrator was acting in the discharge of his duties within the scope of his employment. Claims shall be submitted to the Superintendent.

The following shall be the maximum limits in any one instance:

Dentures	\$800
Contract Lenses	\$200
Eyeglasses	\$200
Hearing Aids	\$400
Clothing	\$100
Car Vandallism	\$500

This policy shall be non-duplicative; it shall not provide reimbursement for those losses covered by any other form of insurance.

ARTICLE X - GRIEVANCE PROCEDURE

A. Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board and its Principals is essential to the operation of schools, it is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to alleged grievances through procedures under which members of the recognized unit and/or the Association may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its Principals are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

B. Definitions

1. "Grievance" is any alleged violation of a provision of this agreement.
2. The term "Supervisor" shall mean the administrative or supervisory officer responsible for the area in which an alleged grievance arises.
3. The "Aggrieved Party" shall mean a member or group of members in the negotiating unit filing a grievance. The Superintendent of Schools and/or the Board of Education shall also have the right to file a grievance against the Association or individual Principal or Principals.
4. "Party in Interest" shall mean any party named in a grievance who is not the aggrieved party.
5. "Hearing Officer" shall mean any individual or board charged with the duty of rendering decisions at any stage of grievance hereunder.
6. "Days" shall mean days other than weekends and holidays.

C. Procedures

1. Except at the informal stage, all grievances shall include the name and positions of the aggrieved party, the identity of the provision of the Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible or causing the grievance, general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Except for the informal decisions at Stage IA, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the aggrieved and the Association.
3. The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all relevant material and documents, communications and records concerning the alleged grievance.
4. Except at Stage 1, an aggrieved party and any party in interest shall have the right at all stages of a grievance in which a hearing is held to confront and cross examine all witnesses called against him/her, to testify and to call witnesses on his/her behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
5. Forms for filing grievances, serving notices, taking appeals, and forms for making reports and recommendations will be developed by the Association.
6. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
7. The grievant may choose whomever he/she wishes to represent him/her at Stages 1, 2 and 3 of this procedure, except that such representative may not be a representative of a competing employee organization.
8. Official minutes will be kept, at Board expense, of all hearings at Stages 1 and 2. If stenographic minutes are required at any stage, the parties will share the expense. A copy of such minutes will be made available to the aggrieved at the conclusion of hearings at Stages 1, 2 and 3, and they will advise the appropriate hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error.
9. The existence of the procedure hereby established shall not be deemed to require any Principal to pursue the remedies here provided.

10. When the Superintendent is the grievant, he/she shall file his grievance with the Association and provide a copy of his/her grievance to the Principal and/or Principals against whom he/she is grieving, as well as to the President of the Board of Education. Within ten (10) days, the Superintendent shall meet with the Association representatives in an attempt to resolve the grievance. If the grievance may not be resolved, the Superintendent within fifteen (15) days, shall request the Board to hold a hearing in accordance with the procedures set forth in Stage 2. If the Superintendent is not satisfied with the Board's decision, he/she may submit the grievance to arbitration in accordance with the procedures set forth under Stage 3.

11. If the Board of Education is the grievant, they shall file their grievance with the Association and the Individual Principal or Principals against whom they are grieving. Within fifteen (15) days, the Association representatives shall meet with the Board of Education or its representatives to resolve the grievance. If the grievance is not resolved at the informal meeting, the Board may submit the grievance to arbitration by providing written notice to the Association within ten (10) days after the informal meeting. The procedures for arbitration set forth in Stage 3 will then apply.

D. Time Limits

1. Since it is important to good relationships that a grievance be processed as rapidly as possible, the time limits specified for either party may be extended only by mutual agreement.

2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within five (5) days after the Principals' Association knew or should have known the act or condition on which this grievance is based.

3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

4. Failure at any stage of grievance procedures to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit, shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

SECTION I -- STAGES OF GRIEVANCE

1. Stage 1 -- Superintendent of Schools

A Principal having a grievance will discuss it with the Superintendent, either directly or through a representative, with the objective of resolving the matter informally. If the principal submits the grievance through a representative, the Principal may be present during the discussion of the grievance.

2. Stage 2 -- Board of Education

a. If the Principal is not satisfied with the decision of Stage 1, an appeal may be filed in writing with the Board of Education within fifteen (15) days after receiving the decision at Stage 1.

b. Within ten (10) days after the receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be closed to the public.

c. Within fifteen (15) days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.

3. Stage 3 -- Arbitration

a. After the Board of Education's decision has been rendered, if the Principal is not satisfied with the decision at Stage 2 and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) days of the decision at Stage 2.

b. The rules and procedures of the New York State Public Employment Relations Board (PERB) will then apply in the selection of arbitrator and the conduct of procedures.

c. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date when the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on the issue.

d. The arbitrator shall have no power or authority to make any decision, which requires the commission of any act prohibited by law or which is violative of the terms of this agreement.

e. The decision of the arbitrator shall be final and binding upon all parties.

f. The costs of the service of the arbitrator will be borne equally by the Board of Education and the Association.

ARTICLE XI -- ASSOCIATION LIAISON COMMITTEE

A. The Association's liaison committee will meet with the Superintendent and any administrators selected by the Superintendent on a bimonthly basis. The purpose of these meetings will be to discuss any policy matters affecting Principals' terms and conditions of employment and to allow the Principals to present matters of interest and concern to the Administration.

B. The Association President and/or the Superintendent will provide each other with a list of items, which they may wish to discuss at the meeting at least seven (7) days in advance of the date of the meeting.

C. All meetings will be held on a regular school day after teacher dismissal time and will be limited to no more than an hour unless mutually agreed upon by the parties.

ARTICLE XII -- SICK LEAVE BANK

The existing sick leave bank shall be open to all members of the bargaining unit. Members electing to contribute days to the sick bank must do so by notifying the business office of their intent by September 30th of a given school year.

A member of the bank may contribute up to ten days per year to the sick bank.

Membership in the sick bank is established when an individual makes his/her first contribution. Contributions do not have to be made each year in order to maintain membership; however, an individual must have declared his/her intent and actually contributed sick days to the sick bank to be a member.

Those who have not contributed to the bank may not draw from it.

A unit member who has contributed may receive up to ten (10) days additional sick leave for each day contributed in any given school year provided that there are sufficient days in the bank to cover requested withdrawals. Once sick days have been credited to the bank, they will be deducted from the accumulation of the individual contributing, and they will not be returnable to the individual contributing. Sick leave days granted by the committee appointed to administer the bank shall not exceed one hundred eighty (180) days in a school year per illness or per employee. Withdrawals from the bank shall be limited to those for accidents or serious illness requiring prolonged absence from employment when personal sick leave has been exhausted. In no case are days from the bank to be used to cover absences of a single day or several days where there is no serious or prolonged illness or injury.

The bank shall be administered by a committee consisting of two (2) members, one (1) appointed by the Superintendent and the other by the Association. In case of deadlock regarding the nature or seriousness of the injury, then the school physician shall investigate and assist the committee, and may, if necessary, cast the deciding vote. No committee decision shall be subject to the grievance procedure or arbitration. All requests to the committee shall be in writing, accompanied by verification from the applicant's physician of the nature of the illness or injury, which anticipates a date of return to work.

ARTICLE XIII -- POSTING OF VACANCY

When a vacant position in the Administrator's bargaining unit is to be filled, the District will notify the Association President of the vacancy.

ARTICLE XIV -- CONTRACT APPLICATION

The terms of this agreement shall apply to those principals/assistants employed prior to June 30, 1979 without prejudice to subsequent negotiations. The School Board shall have the option to increase benefits at its discretion for any principal or assistant principal employed on or after June 30, 1979.

ARTICLE XV -- COMPLETION OF NEGOTIATION

The approval of this agreement by both parties signifies the completion of negotiations for the designated school years.

ARTICLE XVI -- APPROVAL

The signatures affixed below signify that this Agreement has been approved by the Association and by a majority of the members of the Board of Education.

ARTICLE XVII - SECTION 204 TAYLOR LAW -- AGREEMENTS BETWEEN PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATIONS

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 funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XVIII -- CONTINUING EDUCATION

A. New members of the bargaining unit may be required to take up to three credit hours of continuing education (graduate or in-service courses) each year of the probationary period; the district shall pay the costs of such required credits up to a maximum of nine credit hours.

B. For the purpose of this article, 15 classroom contact hours shall be the equivalent of one (1) credit hour.

ARTICLE XIX -- SABBATICAL LEAVE

A. A tenured member of the bargaining unit who has been employed as a Principal or Assistant Principal by the District for seven (7) consecutive years may apply for a sabbatical leave for the sole purpose of engaging in study which, in opinion of the Superintendent, directly benefits the District's educational mission. The Board of Education shall have absolute discretion to either grant or deny the sabbatical leave applied for.

B. Sabbatical leaves, when granted, shall be granted for either six months or twelve months. A member of the bargaining unit who applies for and is granted a six month sabbatical leave shall be paid 100% of his/her school year salary during the period of leave. A member of the bargaining unit who applies for and is granted a twelve-month sabbatical shall be paid 75% of his/her school year salary during the period of leave.

C. A bargaining unit member who is granted a sabbatical leave of absence shall render at least two (2) years of service to the District after returning from the leave.

ARTICLE XX - EVALUATIONS

Probationary administrators shall receive at least two (2) evaluations during each school year of their probationary services. Tenured administrators shall be evaluated at least one (1) time per school year. The evaluations are to be completed by either the Superintendent or his/her designee.

AGREEMENT

This agreement is made and entered into this _____ day of June 2005 by and between the School Board of the Greater Johnstown School District in the City of Johnstown, New York and the Johnstown Administrator's Association. This agreement will be in effect for the period July 1, 2004 - June 30, 2007.

Richard J. McQuinn
Board of Education President signature

6-22-05
Date

John A. White
Superintendent signature

6-22-05
Date

Paul T...
Johnstown Administrator's Association President signature

6/22/05
Date

Appendix A

Building Administrator Salaries – JAA

Name	2003-04 Salary	2004-05 Salary	2005-06 Salary	2006-07 Salary
Beatty	\$74,160.00	\$76,920.00	\$79,612.82	\$82,200.24
Carr	\$67,300.00	\$69,820.50	\$72,264.22	\$74,612.80
Brabant*	\$60,471.00	\$62,753.49	-----	-----
Harris	\$61,800.00	\$64,128.00	\$66,372.48	\$68,529.59
Dougherty	\$61,193.00	\$64,128.00	\$66,372.48	\$68,529.59
Raspanti	\$59,000.00	\$61,230.00	\$63,373.05	\$65,432.67
Sotero	-----	-----	\$59,000.00	\$60,917.50
Tucci	\$74,682.00	\$77,460.87	-----	-----

*Retroactive pay = \$1,141.00