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Agreement
Between
Superintendent of
The Jamestown Public Schools
and
The Jamestown Coordinators'
Association

July 1, 2004-June 30, 2009

RECEIVED

FEB 22 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

Jamestown

JAMESTOWN COORDINATORS' ASSOCIATION

TABLE OF CONTENTS

	Page
Article I Recognition	4
Article II Benefits	4
Health Insurance Agreement	4
Section 125 (Flex Plan)	6
Life Insurance	6
Article III Leaves	7
Sick Leave	7
Sick Leave Bank	7
Supplemental Sick Leave	8
Extended Sick Leave	8
Personal Leave	8
Jury Duty or Appearance in Judicial or Administrative Proceedings	8
Child-Rearing Leave	8
Family and Medical Leave	9
Association Leave	9
Other Leaves	9
Terminal Leave	9
Article IV Negotiation Procedures	9
Time and Scope of Negotiations	9
Time for Negotiations	10
Availability of Budgetary and Financial Information	10
Article V Vacancies	10
Article VI Transfers	10
Article VII Abolishment of Positions	11
Article VIII Professional Development	11
Article IX Grievance Procedure	11
Article X Miscellaneous	12

Table of Contents (Continued)

Article XI	Work Year	13
Article XII	Salary	13
Article XIII	Non-Discrimination Policy	14
Article XIV	Duration of Contract	14

The Jamestown Board of Education, hereinafter referred to as the Board, and the Jamestown Coordinators' Association, hereinafter referred to as the Association, agree as follows:

ARTICLE I
RECOGNITION

The Board hereby recognizes the Association as the exclusive representative of the employees as stipulated (as well as employees similar to those stipulated) in the PERB hearing transcript of April 29, 1971, as amended December 17, 1976, with the mutual intent to recognize a unit consisting of academic coordinators for the purposes of negotiations regarding wages, hours, and other terms and conditions of employment subject to the laws of the State of New York, the rules and regulations of the Commissioner of Education and of the Board of Education.

The Board will not adopt any change in the rules and regulations which affect the wages, hours and other terms and conditions of employment without consulting the Association.

INSURANCE and INSURANCE RIDERS

ARTICLE II
BENEFITS

A. HEALTH INSURANCE AGREEMENT

1) The District will offer the medical plans currently available through Chautauqua County Medical Health Plan, dated 2001. If additional options become available under this Plan, they will be offered to the Jamestown Coordinators' Association provided that the adoption of any such option by any unit member shall not be at increased cost to the District.

2) The Chautauqua County Indemnity Plan will include the following provisions:

- *\$200/\$400 single/family deductible
- *Prescription plan (Express Scripts 80%/20% card)
- *Vision rider through Vision Service Plan

3) The contribution rate for all of the Chautauqua County Medical Health Plan options will be as follows:

a) For all members hired on or before June 30, 2004:

PLAN	DISTRICT'S CONTRIBUTION RATE					EMPLOYEE'S CONTRIBUTION RATE				
	04-05	05-06	06-07	07-08	08-09	04-05	05-06	06-07	07-08	08-09
Individual	90%	90%	88%	85%	85%	10%	10%	12%	15%	15%
2-Person*	90%	90%	88%	85%	85%	10%	10%	12%	15%	15%
Family	90%	90%	88%	85%	85%	10%	10%	12%	15%	15%

b) For all members hired on or after July 1, 2004:

PLAN	DISTRICT'S CONTRIBUTION RATE					EMPLOYEE'S CONTRIBUTION RATE				
	04-05	05-06	06-07	07-08	08-09	04-05	05-06	06-07	07-08	08-09
Individual	85%	85%	85%	85%	85%	15%	15%	15%	15%	15%
2-Person*	85%	85%	85%	85%	85%	15%	15%	15%	15%	15%
Family	85%	85%	85%	85%	85%	15%	15%	15%	15%	15%

***2-Person rate is currently not offered as an option Indemnity Plan participants.**

4) Insurance buyout: Any unit member may avail himself/herself of a health insurance buy-out annual stipend and must meet the following criteria:

- a) Out of the group - They must leave the Jamestown Public Schools insured group (i.e., ANY and ALL plans offered, county, HMOs, etc.) They cannot pick-up coverage with a spouse employed by this District and be eligible for this annual stipend.
- b) They must prove that they have health insurance coverage either through another spouse or certificate of paid premiums or active enrollment card. They must be willing to do so every year as a condition of receiving payment.
- c) They will receive a one thousand dollar (\$1,000) a year annual stipend for opting out of family coverage and a five hundred (\$500) a year annual stipend, every year that they are off the insurance. The stipend is not part of base salary and therefore not subject to percentage pay increases.
- d) If, for any reason, the employee needs to return to the insured group, they will be allowed to do so, however, any amount of the stipend paid will be

deducted through the remaining pays of the employee, by the end of the fiscal year when the employee needs to rejoin. Re-enrollment could subject the employee to a pre-existing condition clause depending on the plan they select and would be done in accordance with the rules and procedures of enrollment of the plan selected.

- e) The stipend will be paid to these employees in the paycheck nearest to May first of each year.

B. SECTION 125 PLAN (“FLEX PLAN”)

The Flex plan is a federal government spending program that allows employees to contribute their own money before taxes to help offset certain benefit costs. The Jamestown City School District currently offers four separate accounts for our employees. Monies allocated to these accounts may not be transferred from one account to another. In addition, federal law requires that any money not used during the year is forfeit.

As an added benefit to coordinators, the District will contribute \$650 annually in any combination, to the following individual accounts:

- 1) Premium reduction: This account allows you to set aside your own money, before taxes, to pay health insurance premiums.
- 2) Healthcare Reimbursement Account (HRA): This account allows you to set aside your own money to pay for allowable expenses not covered by your health insurance (such as deductibles, dental, copays, etc.)
- 3) Dependent Care Account (DCA): This account allows you to set aside money to pay for child or elder care expenses. Children must be under age 13. All dependents must be reported on your federal income tax as such to be eligible.
- 4) Supplemental insurances account: This account allows you to pay life insurance (up to \$50,000) and long-term disability insurance premiums before taxes.

The Plan year will be from September 1 through August 31 of each school year.

C. LIFE INSURANCE

In addition to a \$40,000 basic term life insurance provided, each individual may secure \$10,000 additional life insurance at the employee's expense. The employee may, at the employee's expense, purchase additional life insurance for the employee, the employee's spouse, and any child or children in amounts and with limitations established by the life insurance carrier.

ARTICLE III

LEAVES

A. SICK LEAVE

Each new hire unit member, during the first three (3) years of employment will be allowed ten (10) days and, once tenured, seventeen (17) days thereafter, (except as noted below) of leave of absence (sick leave) with full pay during each full teaching year, provided such absence is due to illness of the unit member or, sickness or death in the unit member's immediate family (immediate family includes husband, wife, mother, father, son, daughter, brother, sister, in-laws, or other relatives living in the same home). Sick leave shall be accumulative to 170 days.

Unit members may utilize their sick leave up to a maximum of five (5) days for bereavement as defined above as "family." Upon application to the Superintendent, and with his approval, unit members shall be allowed to use their sick leave allowance up to a maximum of five (5) days to attend a funeral not defined above.

B. SICK LEAVE BANK

A sick leave bank of two hundred (200) days will be established through an initial one-time contribution by the District of one hundred (100) days. The balance, to a maximum of two hundred (200) days, will be generated by contribution from unit members.

(1) A Coordinator who has exhausted his/her regular sick leave accumulation may, upon application to the Superintendent or designee and with his approval, withdraw up to seventeen (17) days per school year from the fund, provided the two-hundred day maximum is not exceeded.

(2) Sick leave days withdrawn from the fund will have to be repaid by the individual using them as soon as possible.

(3) Before the start of this sick leave program, an attending physician will certify that the Individual is unable to perform duties normally associated with the unit member's employment.

(4) Sick leave days may be withdrawn from the fund for personal illness only and family illness with Superintendent approval.

(5) Days withdrawn from the fund during the previous school year shall be restored to the fund on each July 1, so that at the beginning of each school year the fund shall consist of 100 sick leave days. These provisions do not extend from one school year to another (6) In order to be eligible for this sick bank benefit; Coordinators must contribute two (2) sick days per year to the sick bank. At the end of any year in which the sick bank balance is over 170 days, no sick day contribution will be required for the next year.

C. SUPPLEMENTAL SICK LEAVE

In addition, provision is made for a 90-day sick leave at half salary to take effect after a five-day waiting period without pay, after the unit member's individual sick leave has been exhausted. Such leave is intended for a long-term continuous single illness. Before the start of this supplemental sick leave payment, the attending physician will certify that the unit member is unable to perform duties normally associated with the unit member's employment. These provisions do not extend from one school year to another.

D. EXTENDED SICK LEAVE

Any unit member whose personal illness extends beyond the period compensated will be granted a leave of absence without pay for such time as is necessary to complete recovery from such illness up to a maximum of three (3) years, subject to filing proper medical reports from the unit member's physician as requested by the Administration.

E. PERSONAL LEAVE

Each new hire unit member will receive three (3) personal leave days per each full teaching year. These days will not be charged to sick leave. Once tenured, the number of personal days shall be increased to five (5), with three (3) charged to sick time. Application for use of personal leave shall be made to the immediate supervisor as soon as practicable. Requests shall be made on the appropriate form. Personal leave days to be used at the employee's professional discretion. Unused days will be added to sick leave.

F. JURY DUTY OR APPEARANCE IN JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

Time necessary for jury duty and/or appearances in any legal proceedings connected with the unit member's employment or with the school system will be granted. Jury salary, not expenses, for jury duty will be returned to the Board of Education. Such absences will not be charged to sick leave.

G. CHILD-REARING LEAVE

Upon application, an unpaid child-rearing leave may be taken to care for a newborn or newly adopted infant. Such leave shall be granted to take effect either on the end of the mother's disability following birth or at birth in the case of leave by the father (as the case may be where the father chooses to remain at home as the primary care provider) or on the placement of the infant in the adopting employee's home. The member may confer with the Human Resource Office who will advise the member of the rights and options available to the member. The time spent on child rearing leave does not count as probationary service or as service creditable for seniority.

H. FAMILY AND MEDICAL LEAVE

Up to twelve (12) weeks of unpaid leave of absence shall be granted to eligible employees upon request. Leave will be granted to care for the employee's child after birth or placement for adoption or foster care; care for the employee's spouse, son or daughter, or parent who has a serious health condition; or for a serious health condition that makes the employee unable to perform the employee's job. At the option of the District or the employee, paid leave may be substituted for unpaid leave under other terms negotiated in this contract. Information relative to the Family and Medical Leave Act of 1993 can be obtained from the Human Resource Office.

I. ASSOCIATION LEAVES

A leave of absence may be granted at the discretion of the Superintendent of Schools for any member of the Association who is elected to a major office (President, Vice-President, Secretary, and Treasurer) in a county, state, or national professional educational organization. A maximum of ten (10) days per individual per year and a maximum of twenty (20) days for the unit may be requested. The Association member must submit his or her request in writing, describing the educational purpose and value of such leave. Such leave shall not be deducted from any other leave allowance or salary.

J. OTHER LEAVES

Any other leave of absence not heretofore specified may be granted at the discretion of the School Superintendent or his designee. A unit member must submit his or her request in writing to the Superintendent for approval.

K. TERMINAL LEAVES

All retiring personnel subject to terminal leave shall have their accumulated sick leave account paid into the District's 403(b) governmental discriminatory plan. Such contributions will be paid as unearned income into the person's selected 403(b) governmental discriminatory plan.

ARTICLE IV

NEGOTIATION PROCEDURES

A. TIME AND SCOPE OF NEGOTIATIONS

On or about March 1, and no later than March 15 of the final year 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 all matters raised by either party concerning hours, wages, terms and conditions of employment. Any agreement so negotiated shall apply to all unit members of the Association represented by the negotiating unit members, be placed in writing and be signed by the Superintendent and the Association.

B. TIME FOR NEGOTIATIONS

(1) Negotiation: At the close of each meeting, a mutually acceptable date will be established for the following meeting.

(2) Negotiations in Mediation and fact-finding - the time of the hearing and/or meetings shall be determined by the mediator or fact-finder. When negotiation meetings are scheduled by a mediator or fact-finder, the unit members of the negotiation team of the Association shall be permitted to attend with no salary loss to the individuals concerned.

C. AVAILABILITY OF BUDGETARY AND FINANCIAL INFORMATION

The Administration will provide for review and/or copying of those materials prescribed by New York State Law and/or Federal Law. The Administration will also make available to the Association for inspection and copying all information, which is necessary in formulating their proposal, in accordance with the Taylor Law.

ARTICLE V **VACANCIES**

A. All vacancies for any position will be posted, listing special qualifications and requirements, if required for such position. Under normal circumstances, the announcement shall be posted for a period of one (1) week. Periodic announcements of known vacancies for the following school year will be made beginning March 15. A job description shall be furnished to those interested upon request.

B. In the case of vacancies occurring during the summer vacation, an announcement shall be posted in the Administration Building with a copy sent to the Association president.

ARTICLE VI **TRANSFERS**

Each unit member is appointed to a position in the Jamestown Public Schools and subject to reassignment when recommended by the Superintendent of Schools. Any re-assignment shall be based on sound educational practices and district-wide needs. Involuntary transfers or re-assignments within a tenured area shall be held to a minimum. Any involuntary transfer will be made only after a meeting between the unit member and the Superintendent or his designee, at which time the unit member will be notified of the reasons for the proposed transfer. Notice of any such transfer shall be given to unit members as soon as practicable, and, under normal circumstances, not later than the end of the school year except in cases of emergency.

Should any coordinator's position be eliminated, the District will make every attempt to assign the individual to another internal position at a salary that is fair and comparable to their education and experience.

ARTICLE VII ABOLITION OF POSITIONS

In the event that any position is abolished, the Commissioner of Education's Rules and Regulations and New York State Law will be followed. The Superintendent or his designee will discuss the action with the unit member and a representative from the Association at least thirty (30) days prior to the effective date.

ARTICLE VIII PROFESSIONAL DEVELOPMENT

Unit members shall be entitled to attend a minimum of one educational conference each school year. Such absences will not be charged to any leave of absence and shall result in no loss of salary. Attendance at such educational conferences, the subject matter of which must be closely related to the job responsibilities and description of the unit member, to a maximum of five (5) days per conference at Board of Education expense, may be granted by the Superintendent upon ten (10) days prior application in writing. Reasonable conference expenses including meals, room, registration, and travel will be paid with the approval of the Superintendent. Estimated expenses must be submitted to the Superintendent for consideration before the conference.

ARTICLE IX GRIEVANCE PROCEDURE

- A. A grievance is a claim by either a unit member(s), the Association representing the unit member(s) or the Administration that there has been a violation, misinterpretation or inequitable application of this Agreement and/or other terms and conditions of employment.
- B. The aggrieved will reduce the grievance to writing, on the mutually agreed upon form, and present it to the Human Resources Director. The aggrieved may be accompanied by a designee of the Association. The Human Resources Director shall respond within ten (10) days after receipt.
- C. Should the unit member(s) desire to continue the grievance, it shall be presented to the Superintendent within ten (10) days. The Superintendent shall respond within ten (10) days after receipt.
- D. Should the member(s) or the Association decide to continue the grievance, it shall be presented to the Board of Education on or before the tenth (10th) day

after the Superintendent is notified of the unit member's intent. If not resolved at the Board level, it may be presented to arbitration. Notice of intent to go to arbitration shall be given within thirty (30) days to the other party.

- E. The arbitrator may be selected by mutual agreement of the parties. Failing mutual agreement, the District and the Association will agree to request a list of arbitrators from the American Arbitration Association (AAA) or from the Public Employment Relations Board (PERB) and will be bound by the rules and regulations set forth by either AAA or PERB.
- F. When it is necessary, pursuant to the arbitration procedure, for a unit member of the Grievance Committee, or other representative designated by the Association to participate procedure, time for such participation shall be given with no salary loss to the unit member.

ARTICLE X **MISCELLANEOUS**

A. If any provision or application of this Agreement should be found contrary to law, then such provision or application shall be null and void. All other provisions or applications shall continue in effect.

B. 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.

C. The Board and Jamestown Coordinators' Association recognize that strikes and other forms of work stoppage are contrary to the law and public policy. The Board and Jamestown Coordinators' Association therefore subscribe to the principle that the differences between them shall be resolved without interruption of the educational program in the district.

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

E. This Agreement shall contain the full and complete commitments between the parties and may not be altered, changed, added to, deleted from or modified, except by mutual agreement.

F. Coordinators will act as needed in other administrative areas/responsibilities in emergency situations.

G. Effective July 1, 2004, and each contract year thereafter, each bargaining unit member will receive a \$400 stipend for in District mileage.

ARTICLE XI WORK YEAR

A) Coordinator work year shall be September 1 to June 30 plus 20 days with student vacation periods off. Coordinators will work the five (5) consecutive days prior to September 1, plus five (5) consecutive days that would be mutually agreed upon no later than January 1 of the current school year. An additional ten (10) days to be worked would be determined by the individual coordinator in order to provide flexibility as needs of the coordinator or District warrant.

B) The practice of being off duty during normal recesses in the school year shall continue. A per diem rate shall be paid to those required by the Superintendent to work beyond the normal time required.

C) If coordinators are required to attend meetings or in-service during the months of July or August, the coordinator has the option of requesting to work the same number of days as required attendance in July and August at a per diem rate (1/210).

D) If school is closed or there are delayed school openings, coordinators are expected to report to work as soon as they can safely arrive at school.

ARTICLE XII SALARY

A. Coordinators will receive a 3.25% increase in their base salary for the 2004/2005 school year, a 3.5% increase for the 2005/2006 school year, a 3.5% increase for the 2006/2007 school year, a 3.75% increase for the 2007/2008 school year, and a 3.75% increase for the 2008/2009 school year.

B. PROFESSIONAL DEVELOPMENT DAY – The District and the Jamestown Coordinators Association mutually agree to provide professional staff development for Coordinators. The District may identify a required staff development workshop that coincides with District priorities (e.g., shared decision making, poverty, technology). Training chosen by coordinators during the summer will be paid at a Professional Development Rate of \$20 per hour for all hours up to four (4) per day; or \$120 for a day of more than four (4) hours for the 2004-2005 and 2005-2006 school years, and at \$125 per day for the 2006-2007, 2007-2008, and 2008-2009 school years. All development days must have prior approval from the immediate supervisor.

C. LONGEVITY - All unit members shall receive a longevity award based upon their years of service to the Jamestown District as follows:

With the completion of 5 years -- \$1,100

With the completion of 10 years -- \$1,300

With the completion of 15 years -- \$1,500

With the completion of 20 years -- \$1,700
With the completion of 25 years -- \$1,900

The longevity award shall be separate and not a part of the unit member's base salary.

D. Initial salary placement will be based upon experience and reflect market conditions.

E. Coordinators' pay checks will be electronically deposited to the financial institution designated by each Coordinator.

ARTICLE XIII **NON-DISCRIMINATION POLICY**

Pursuant to the Affirmative Action Plan of the Jamestown Public Schools, the Employer agrees to employ and advance all unit members on the basis of fitness, merit, and efficiency without discrimination or harassment against any applicant or unit member because of race, color, creed, national origin, sex, age, marital status, political or religious affiliation, or physical disability, except when it is necessary to meet a bona-fide occupational requirement.

ARTICLE XIV **CONTRACT DURATION**

This Agreement shall be effective July 1, 2004, and shall continue in full force and effect until June 30, 2009. In the event that this contract should expire prior to settlement of a new contract, all benefits and agreements will continue as stated in the expired contract, with the exception of salary, which shall be frozen as of the expiration date.

JAMESTOWN BOARD OF EDUCATION

By: Raymond J. Fashano
Raymond J. Fashano, Superintendent

Date: 9/22/2004

JAMESTOWN COORDINATORS' ASSOCIATION

By: Pat Windsor
Pat Windsor, President

Date: 9/20/04

