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Contract Database Metadata Elements

Title: **Deposit Central School District and Deposit Administrators and Supervisors Association (2004)**

Employer Name: **Deposit Central School District**

Union: **Deposit Administrators and Supervisors Association**

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

Expiration Date: **06/30/08**

PERB ID Number: **9699**

Unit Size: **6**

Number of Pages: **12**

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Agreement

by and
between the

DEPOSIT CENTRAL SCHOOL DISTRICT
SUPERINTENDENT

and the

DEPOSIT ADMINISTRATORS AND SUPERVISORS
ASSOCIATION

7/1 6/30
2004-2008

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE 1 RECOGNITION

On June 14, 2004, the Deposit Board of Education (the "Board") recognized the Deposit Administrators & Supervisors Association (the "Association") as the exclusive bargaining agent and representative for all administrators and supervisors in the Deposit Central School District (the "District") to include the following titles: Director of Instruction, Elementary Principal, Middle School/High School Principal, Director of Special Education and Related Services, Director of Transportation, Director of Facilities, and the Food Service Manager.

ARTICLE 2 NEW AND MODIFIED POSITIONS

The Association President will be notified of any newly created supervisory positions. The Association may advise the district of its desire to represent the new positions. Once the district has accepted the position, positions placed within the unit will be governed by the terms of this agreement.

ARTICLE 3 NEGOTIATION PROCEDURES

- A. Negotiations for a successor agreement will commence upon written request of either party. Such request to be made in the final year of the Agreement, not earlier than six (6) months prior to the expiration of the Agreement, except by mutual consent. The parties will then establish a mutually agreeable meeting date following such request.
- B. At the initial meeting, the parties will exchange proposals in writing in the language desired by the presenting party. Either party will be able to introduce new proposals at the second meeting, but after this meeting, no new proposals will be submitted by either party without mutual consent of both parties. This shall not, however, prohibit or restrain counter proposals from either party on the issues in negotiation.
- C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and reach compromise in the course of negotiations, subject, however, to final ratification of the Association and appropriate legislative action by the Board of Education.

ARTICLE 4 INCLUSIVE CLAUSE

This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written amendment to this agreement. The parties agree that the items in this agreement have been discussed during negotiations leading to this agreement, and therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this agreement, except on mutual agreement of both parties.

ARTICLE 5 SAVINGS CLAUSE

If any provision of the agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE 6 VACATION/PAID HOLIDAYS

- A. Twelve-month employees shall have 20 vacation days to be taken any time during the school year with prior approval from the superintendent of schools. When possible the preference for scheduling vacation days would be during times when regular school is not in session. Requests to use five (5) or more vacation days when school is in session must have the prior approval of the Superintendent.
- B. For every five years of administrative service with the District, unit members will receive an additional day of vacation time.
- C. Association members may elect to cash in or carry over unused vacation days, or they may elect a combination of both. The total number of days that may be cashed in and/or carried over to another school year shall be fifteen (15). Notification of such request must be made to the Superintendent no later than June 1 and reimbursement will be made in a lump sum check on or before June 30th. The district will compensate administrators and supervisors at a daily per diem rate of (1/240th) their annual salary. Vacation days carried over into a succeeding work year must be used during that year.
- D. At such time of retirement or resignation from the district, Association members will be reimbursed for all earned unused vacation days.

E. Twelve month employees shall have thirteen (13) paid holidays per year as identified by the annual CSEA calendar to include:

July 4 th	Labor Day	Columbus Day
Veterans Day	Thanksgiving	Friday After Thanksgiving
Christmas Eve Day	Christmas Day	New Years Day
Presidents Day	Good Friday	Martin Luther King Day
Memorial Day		

When the holiday falls on a Saturday or Sunday, unit members will work the preceding Friday or following Monday, respectively, as the paid holiday.

F. The following unit positions are identified as twelve-month positions:

1. Middle School/High School Principal
2. Elementary School Principal
3. Director of Instruction
4. Director of Special Education and Related Services
5. Director of Transportation
6. Director of Facilities — *Tom Williams - \$53,641*

G. The following position is considered a ten and one-half month position.

1. Food Service Manager

H. Ten and one-half month employees shall work from September 1 through June 30 following the teacher's calendar. Such employees will work an additional ten calendar days during the months of July and August as mutually agreed upon by the employee and the Superintendent of Schools. Additional days may be added upon mutual consent of both parties to be compensated for at the daily per diem rate.

ARTICLE 7 LEAVES OF ABSENCE

A. Sick Leave

1. Association members shall be allowed fourteen (14) sick days per year for twelve-month employees and twelve (12) sick days per year for ten and one half month members.
2. If the numbers of days allotted each year are not used they will be allowed to accumulate to a limit of 220 days.

3. Prior accumulated sick leave accrued internally from the District shall be transferred and credited to the Association member at the time administrative employment with the District commences.

B. Sick Leave Bank

1. A sick leave bank shall be established and administered in accordance with the following guidelines.
2. Each member of the bargaining unit may contribute up to ten (10) days per year of available sick leave toward the sick leave bank, with such contribution made on appropriate authorization forms supplied by the District. At no time may the number of days in the sick leave bank exceed one hundred (100) days.
3. A unit member who has not contributed to the sick leave bank, may not use the sick leave bank.
4. In order to utilize the sick leave bank, the bargaining unit member must have a catastrophic illness or injury.
5. To draw from the sick leave bank, the administrator must have:
 - a. exhausted all available sick leave, personal leave and vacation time; and
 - b. submitted a request to and received prior approval from the President of the Association and the Superintendent of Schools; and
 - c. provided such medical evidence as may be required by the President of the Association or the Superintendent of Schools in order to verify the requested withdrawal.
6. There shall be an annual cap of forty-five (45) days per bargaining unit member and a lifetime cap of one hundred twenty-five (125) days per bargaining unit member.
7. The Association shall maintain all records regarding the sick leave bank and shall provide the District with copies of such records upon request.
8. The decision of either the Association President or the Superintendent of Schools to deny usage of the sick leave bank shall not be subject to the grievance procedures of this collective bargaining agreement.

C. Personal Leave Days

Each twelve-month employee will be credited with five (5) personal leave days per year. Each ten and one half month employee will be credited with four (4) personal leave days per year. Personal leave days may be used without providing a reason, however, personal leave days shall not be used for vacation, before or after a holiday or vacation, or to receive compensation in a non-District position, unless prior approval is received from the Superintendent. Unused personal leave days will be credited to the employee's sick leave accumulation.

D. Bereavement Leave

Bereavement leave is paid leave for circumstances resulting from a death in the employee's immediate or extended family. For purposes of this clause immediate family will be construed as a spouse, son or daughter, mother or father, grandmother or grandfather, brother or sister, and grandchildren. Association members will be granted five (5) days per death in the immediate family. Extended family shall mean father-in-law or mother-in-law, brother in law or sister in law, aunts or uncles, niece or nephew. Association members will be granted three days (3) per death in the extended family. Such leave will not be charged to sick leave and shall be non cumulative.

E. Parental Leave

1. An Association member is entitled to unpaid leave of up to one full year, in full semester segments, for the birth of child, adoption or child rearing. The Association member should notify the district within ninety (90) days of the approximate time in which said leave is to commence when possible. Association members will not be held to the ninety (90) day notification requirement in cases of emergencies, including adoptions where the bargaining unit member receives late notification of the pending adoption.
2. The Association member may work as long as they are or their spouse is physically able to do so.
3. An Association member upon written request to do so, prior to the time originally requested, may terminate unpaid leave. Sixty (60) days notice shall be required prior to returning to work.
4. For purposes of this agreement infant adoptions carry the same provision as a natural birth.

F. Jury Duty Leave

An Association member serving on Jury Duty, shall be excused for the duration of such duty, and shall receive full pay while performing such duty. The Association member

shall be required to endorse any compensation received as a juror or witness over to the District.

G. Unpaid Leave

Association members may be granted one (1) year of unpaid leave of absence at the option of the Board of Education. The request for the unpaid leave must be submitted to the Superintendent in writing (90) ninety days in advance. The Board's decision shall not be subject to the grievance procedure.

ARTICLE 8 INSURANCE

A. Health Insurance

The District will pay 100% of the premium for individual or family coverage for each eligible employee in the Central New York Region-wide Broome Tioga BOCES Consortium Excellus Indemnity health plan or any other Health Insurance Plan mutually agreed upon by the District and the Association. Each Association member will pay a prescription plan co-payment for each prescription of \$3.00 for generic drugs and \$10.00 for non-generic drugs. The yearly deductible for major medical is set at one hundred dollars (\$100.00) for individual coverage and three hundred dollars (\$300.00) for family coverage. The Association member will have the option of selecting the Excellus indemnity plan or the PPO plan(h), inclusive of the 3-tier prescription plan.

B. Dental Insurance

The District will pay 100% of the individual or family dental insurance premium. Furthermore it is agreed that the District will conduct an annual review of the self-funded plan to determine if additional benefits may be extended to association members based upon district savings from the previous plan. A committee to consist of a member from each bargaining unit, a member of the BOE and the Superintendent will conduct the annual review. The Association acknowledges that the District cannot compel any other party to participate in the committee.

C. Damage to Personal Property

Association members will be reimbursed for personal property damage, as described below, that occurs on school grounds or as related to their duties and responsibilities in the amount not covered by personal insurance and will include insurance deductibles. The district shall reimburse association members for the reasonable cost of replacing or repairing dentures, eye glasses, contact lenses, hearing aides, or similar bodily appurtenances not covered by Workers Compensation and any clothing or other personal property damaged or destroyed while the association member was disciplining or restraining a student or students in the scope of their employment and/or otherwise acting in the scope of their employment. Personal property damaged, but not as a result of disciplining or restraining a student or students, shall not be covered under this article.

ARTICLE 9 FLEXIBLE SPENDING PLAN

Members of the Association will have the option of participating in the Flexible Benefits Plan as established by the rules of the Internal Revenue Service.

ARTICLE 10 PROFESSIONAL DUES

The District will provide each Association member with up to \$500.00 per year for professional organization dues. The District also agrees to deduct any Association dues from a member's paycheck, where authorized to do so by the member.

ARTICLE 11 TRAVEL REIMBURSEMENT

Association members are entitled to reimbursement for the costs of work related travel and mileage when using their personal vehicles. Mileage reimbursement will be based on IRS rate adopted by the Board of Education in July.

ARTICLE 12 GRIEVANCE PROCEDURE

It is the desired objective of the parties to encourage the prompt and informal resolution of complaints in relation to the provisions of this agreement as they arise and to provide recourse for orderly procedure for the satisfaction of such grievances.

Level One- The aggrieved association member shall orally present his/her grievance to the Association President who shall orally discuss the grievance with the aggrieved member. The association member and the Association President shall upon initial consultation determine whether the grievance should be presented to the Superintendent of Schools within five work days from the date in which the aggrieved learned of the potential problem or grievance.

Level Two- Within ten work days from the receipt of a level one request, the superintendent of schools shall orally and informally discuss the grievance with the aggrieved and the association president. If the grievance is not satisfactorily resolved, the superintendent will render in writing, his/her determination of the matter to the aggrieved member within the ten-day period.

Level Three- The aggrieved association member may, within five work days of receipt of the notice of determination by the Superintendent of Schools make a written request to the Board of Education for review and determination. All written documents pertaining to the case will be submitted to the BOE president within this timeframe. The BOE will offer the grievant and or his/her representative an opportunity to meet with the BOE to discuss the matter in executive session at the next regularly scheduled meeting. The BOE will submit a written decision to the grievant within five work days from the date the meeting with the BOE occurred.

Level Four-After receiving written notification from the BOE the grievant, with the consent of the Association, may submit the grievance to binding arbitration within fifteen work days from the level three decision.

Within ten work days after such written notice of submission to binding arbitration, The BOE and the Association will agree upon a mutually acceptable arbitrator from the Public Employment Relations Board competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve.

The arbitrator's decision will be in writing and will set forth his/her findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions, which require the commission of an act prohibited by law or which violates the terms of this agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement. The decision of the arbitrator shall be binding, however, the losing party must pay the arbitrator's fee in its entirety except for PERB administrative fees.

ARTICLE 13 COMPENSATION

Base salaries for returning Association members (except the Food Service Manager, Director of Transportation, and the Director of Facilities) will be increased in accordance with the following:

2004-2005	4.0%	2006-2007	4.0%
2005-2006	4.0%	2007-2008	4.0%

The Food Service Manager, Director of Transportation, and Director of Facilities will receive base salary increases as follows:

2004-2005	\$1750 + 4.0%	2006-2007	4.0%
2005-2006	\$1500 + 4.0%	2007-2008	4.0%

ARTICLE 14 PROFESSIONAL DEVELOPMENT

The District shall compensate members of the Association for the satisfactory completion of one (1) graduate course per year directly related to employment responsibilities that are earned by attending classes at an accredited university. Such courses are to be approved in advance by the Superintendent who has sole authority to approve or disapprove such courses. The Superintendent's decision in this regard shall not be subject to the grievance procedure. The District will pay the full tuition only. Payment will be made upon the successful completion of each course by receiving a grade of "B" or higher, or P if the course is a pass/fail in the form of an official transcript and receipts for tuition and fees.

ARTICLE 15 RETIREMENT

The District will pay 100% of the premium for Health Insurance benefits for retired employees who have, immediately prior to their retirement, contributed a total of ten (10) years of service to the District. The benefits will be extended to the spouse and eligible dependents in the event the retiree predeceases the spouse, however, the spouse shall be responsible for paying 100% of the premium.

ARTICLE 16 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 FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 17 Term Of Agreement

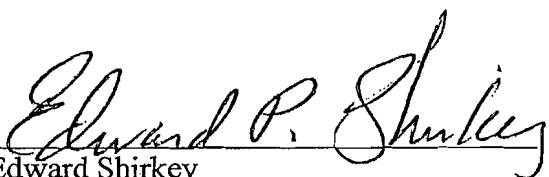
This agreement shall become effective at final signing and continue in effect until midnight, June 30, 2008. The terms of this agreement shall be retroactive to July 1, 2004, unless stated otherwise in this agreement.

ARTICLE 18
Signatures



Kraig Pritts
Superintendent of Schools
Deposit Central School District

7/22, 2005



Edward Shirkey
President
Deposit Administrators and Supervisors Association

7/22, 2005