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

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AD/9357

**AGREEMENT**

**between the**

**SUPERINTENDENT OF SCHOOLS**

**of the**

**SOUTHERN CAYUGA CENTRAL SCHOOL DISTRICT**

**and the**

**SOUTHERN CAYUGA ADMINISTRATORS' ASSOCIATION,**

*Effective July 1, 2005 through June 30, 2009*

**RECEIVED**

DEC 13 2007

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## ARTICLE 1

### Recognition

#### Section 1.

The Board of Education of the Southern Cayuga Central School District (hereinafter sometimes referred to as the "Board"), hereby acknowledges the order of the Public Employment Relations Board in PERB Case Number: C-5537 dated December 19, 2005, which certified the Southern Cayuga Administrators' Association, (hereinafter sometimes referred to as the "Association") as the exclusive representative for the unit, for as long as permitted by law, described as follows:

**Included:** Regularly appointed full-time administrators in the position of Secondary Principal, Middle School Principal, Elementary Principal, Assistant Principal/Athletic Director, and Director of Pupil Personnel Services.

**Excluded:** Substitutes, temporary, seasonal, part-time, casual, and all other employees.

#### Section 2.

The parties hereto shall discuss and agree mutually on terms and conditions of employment including salaries, wages, hours, and other terms and conditions of employment and the administration of grievances arising thereunder.

## **ARTICLE 2**

### **Negotiation Procedures**

#### Section 1.

Either party may initiate negotiations for a successor Agreement upon notification to the other on or before March 31st of the final year of the Agreement.

#### Section 2.

Within twenty (20) working days of that notification, the District and Association shall set a date for negotiations for a successor agreement.

#### Section 3.

The District agrees to furnish to SCAA in response to reasonable requests available information concerning financial resources of the District, and such other information as will assist the SCAA negotiating committee.

#### Section 4.

The Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

#### Section 5.

This Agreement shall supersede any rules, regulations, or practices of the Board of Education, which shall be contrary or inconsistent therewith.

#### Section 6.

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 3

### Management Rights

The Association recognizes that all matters pertaining to the policies that affect the management and operation of the school system, including its educational and fiscal affairs, are the basic responsibility of the Board pursuant to the Education Laws of the State of New York except as these policies are specifically modified by the terms of this Agreement.

#### Section 1.

The Association recognizes that the District retains the sole and exclusive right and authority to manage the business of the District, including, but not limited to the right and authority to plan, direct and control its operations; to determine the location, design, size and number of buildings; to decide the business hours of its operations; to decide the types of educational service it shall provide within lawful limitations; to determine work schedules and number of hours to be worked; to have the sole right to discipline, suspend with or without pay, and to discharge employees in accordance with the law; to hire, layoff, assign, transfer, and promote employees in accordance with the law; to select and hire, to promote to a better position, to make assignments; to introduce new or improved methods, techniques, and programs; to evaluate employees; to determine the number of employees; to consolidate programs; to modify or change position duties and to make reasonable rules and regulations pertaining to employees covered by this Agreement subject to impact negotiations.

#### Section 2.

It is the intention of the parties that all of the rights, powers, and authority that the District had prior to the signing of this agreement are retained by the District and that with the exception of specific provisions of this agreement the District shall have unrestricted right to manage its affairs. This Agreement constitutes the full and complete commitments of the District to the Association.

#### Section 3.

In the exercise of such rights above the Management of the District shall comply with the provisions of this Agreement.

## ARTICLE 4

### Association Rights and Representation

#### **Section 1.**

Duly authorized representatives of SCAA, certified to the District, shall, upon the approval of the Superintendent of Schools, have reasonable access and the right to transact official and lawful Association business on District property.

#### **Section 2.**

The Association shall be permitted reasonable use of the District's telephone, email and courier providing that such use is lawful and does not interfere or disrupt administrative or educational operations of the District.

#### **Section 3.**

The Board realizes that to discharge the responsibilities incumbent upon him/her, the unit member must have commensurate primary authority in his/her area. To this end, it is expected that the actions of each administrator will conform to established and stated policies of the Board. In emergency and crisis situations not covered by policy, and when it is impossible to obtain direction from the Superintendent or his/her designee, the administrator is empowered to act according to the dictates of his/her professional judgment.

#### **Section 4.**

Unit members of SCAA shall be promptly informed by the Superintendent of all written or verbal complaints against them including the source of the complaint unless the District has initiated an investigation that may lead to the filing of a complaint, report to law enforcement, other authorities or discipline. Unit members shall be given the opportunity to respond in writing to any written verbal complaint. No anonymous complaints shall be placed in a unit member's personnel file unless the District has investigated the complaint and provided the unit member with an opportunity to respond in writing.

#### **Section 5.**

Unit members of SCAA shall have the right upon reasonable notice to review the contents of their Personnel File(s) maintained by the District except for confidential placement materials and recommendations and shall have the right to attach a written response to any item contained within that file. Materials now contained in the files will be inventoried. Additions and/or deletions of materials will be noted on the inventory.

## **Section 6. Dues Deduction**

- 6.1 The Board agrees to deduct monies from the salary of employees who have authorized the payment of dues to the Southern Cayuga Administrators' Association, SAANYS and its affiliates and to transmit such monies thus deducted promptly to the SCAA.
- 6.2 Authorization for such deductions shall be in writing on a form provided by the District, signed by the individual and placed on file prior to July 1. This authorization shall be considered a permanent authorization for the deduction of Associations' dues for the duration of the individual's employment in the Southern Cayuga Central School District unless the individual notifies the SCAA in writing that he/she no longer wishes dues to be deducted. The authorization shall provide for the fluctuation of the total amount to be deducted in subsequent years because of dues increases or decreases.
- 6.3 The SCAA shall submit a list of members to Payroll Office for whom dues shall be deducted and authorization cards for those who do not have cards on file. The SCAA shall also certify the amount of dues to be deducted for each of the organizations involved for the current fiscal year.
- 6.4 Deductions will commence with the second paycheck in September and shall continue in equal installments coinciding with remaining pay periods in the fiscal year.
- 6.5 Employees new to the District and those employees currently employed in the district who sign dues deduction authorization cards after the beginning of the school year shall have said dues deducted from their salaries in equal installments coinciding with the remaining pay periods in the fiscal year.
- 6.6 The SCAA and the individual employees covered by this agreement hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. The SCAA agrees to indemnify the District from any loss incurred as a result of the deduction of monies from paychecks of members of the negotiating unit after the money leaves the District's control.



## ARTICLE 5

### Grievance Procedure

#### Section 1. Declaration of Purpose

It is the intent of the Board of Education and the Southern Cayuga Administrators' Association that procedures be established to promote a more harmonious and cooperative relationship among members of the administrative staff and members of the Board of Education.

It is further intended that these procedures will provide for the prompt and fair settlement of grievances within the District organization as they arise and to seek equitable treatment of administrators pursuant to established regulations and policies of the District.

#### Section 2. Definitions

1. A "grievance" shall mean an alleged violation of a specific Article or Section of the Contract.
2. "Department" shall mean any school, office, or department of the Board of Education.
3. An "aggrieved party" shall mean any person or group of persons in the bargaining unit filing a grievance.
4. A "supervisor" shall mean the designated supervisor acting on behalf of the Superintendent.

#### Section 3. General Rules

1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of the law, agreement, policies, etc., 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 for causing the said events or conditions, if known, a detailed statement of the nature of the grievance, and the redress sought by the aggrieved party. All grievances must be initiated by the alleged aggrieved.
2. The resolution of the grievance is to be obtained at the earliest possible Stage of the Grievance Procedure as outlined in Article 5, 4. The time limits specified for either party may be extended only by mutual agreement.
3. An aggrieved party and/or his/her representative shall have the right to present grievances in accord with the procedure below, free from coercion, interference, restraint, discrimination, or reprisal. Any attempt to violate the confidential

nature of the hearings, to disrupt the hearings, or to knowingly present false or malicious testimony on the part of any school personnel, employee, agent, or attorney, shall constitute misconduct and shall be grounds for discharge.

4. A grievance form as approved by the Superintendent and the Southern Cayuga Administrators' Association will be used in the filing of all grievances.
5. A grievance must be forwarded in writing to the appropriate supervisor within fifteen (15) business days of the date on which the administrator knew or should have known of the act or condition on which the grievance is based, or the grievance will be deemed waived. Compliance with this provision and all time limits shall be considered a condition precedent to further processing of the grievance or arbitration of the dispute.
6. The Superintendent and the Southern Cayuga Administrators' Association agree to facilitate any investigation which may be required and to make available to the other party any and all material and relevant documents, communications, and records concerning the alleged grievance.
7. Any member of the bargaining unit initiating a grievance has the right to be accompanied by an Association officer or an Association representative during any conference, grievance meeting, or similar meeting that takes place.
8. The preparation and processing of grievances, insofar as practicable, shall be conducted as to avoid conflict with the regular school program. The parties agree to request arbitration hearings to begin no earlier than 3:30 p.m. if the arbitration is held on an administrator work day. Arbitration hearings will be scheduled by the District. If an arbitrator requires a hearing to start before 3:30 p.m., or if the parties mutually agree to start a hearing before 3:30 p.m., the District will release Association participants as needed. In the event that the Association has more than six (6) participants, the parties will schedule the participant appearances not less than three (3) business days in advance of the hearing. The participants will be released without loss of either leave time or compensation. The Association will reimburse the District for substitute costs actually incurred.
9. An aggrieved party shall have the right to confront and cross-examine all witnesses called to testify against him/her and to call witnesses on his/her own behalf at all stages of a grievance.
10. If a decision at one Stage is not appealed to the next Stage within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred. Any person may withdraw his/her grievance at any time except when a decision is actually pending.
11. The Superintendent shall be responsible for maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and notes of testimony, written arguments, and all written decisions at all Stages.

12. Time deadlines at any stage may only be altered by mutual written agreement.

**Section 4. Three (3) Stage Grievance Procedure**

**1. Stage 1: Supervisor (only if designated)**

- a. The aggrieved party will discuss the grievance with his/her/their supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties concerned and endeavor to collect all available data concerning the grievance prior to arriving at a decision. The aggrieved party will be present at all meetings and hearings for the discussion of the grievance.
- b. If the grievance is not resolved informally within fifteen (15) business days, the aggrieved shall place the grievance in writing on the grievance form and present it to the supervisor. Within ten (10) business days after the written grievance is presented, the supervisor shall render a decision in writing and present it to the aggrieved and his/her representative.

**2. Stage 2: Superintendent**

- a. If the aggrieved is not satisfied with the written decision at the conclusion of Stage 1 or in the event that there is no designated supervisor and the aggrieved wishes to proceed further under this grievance procedure, the aggrieved shall, within five (5) business days, present the grievance to the Association President for its consideration.
- b. If the aggrieved and the Association are not satisfied with the decision at Stage 1, the Association shall file an appeal at Stage 2.
- c. Within ten (10) business days after receipt of the appeal, the Superintendent shall hold a hearing with the aggrieved, and his or her Association representative.
- d. The Superintendent shall render a written decision to the aggrieved, the Association President and the supervisor within ten (10) business days after the conclusion of the hearing.

**3. Stage 3: Arbitration**

- a. If the aggrieved and the Association are not satisfied with the decision of Stage 3 and the Association determines it to be in the best interest of the aggrieved and the Bargaining Unit, the Association President may submit the grievance to arbitration by the service of a written demand for arbitration to the Board of Education within seven (7) calendar days of the decision at Stage 3.

Submission of a grievance to arbitration shall constitute the sole means for the employee and/or the Association to resolve the grievance. All other courses of action or remedies shall be barred. Election of an alternative course of action or remedy prior to the submission of a grievance to arbitration shall be considered to be a waiver of the right of an employee and/or the Association to thereafter seek recourse by means of the grievance procedure.

- b. Within fifteen (15) business days after such written notice of submission to arbitration, the Superintendent or his or her representative and the Association President will attempt to agree upon a mutually acceptable arbitrator competent in the area of grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the fifteen (15) business days, a request for a list of arbitrators will be made to the American Arbitration Association by either party.
- c. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty-five (35) calendar days from the date of the close of the hearing. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.
- d. The arbitrator shall have no power or authority to make any recommendation, which requires the commission of an act prohibited by law or which is in violation of the terms of the Contract. The arbitrator shall recognize that except as delineated by this Contract, all functions of management shall remain with administration and the Board of Education at Southern Cayuga Central School.
- e. The arbitrator shall have the power only to interpret what the parties to the Agreement intended by the specific clause in the Contract, which is at issue.
- f. The arbitrator may recommend back pay for a period not exceeding the date upon which the grievance was filed or a period not exceeding sixty (60) days prior to the date the grievance was filed. The arbitrator may not recommend damages whether damages are compensatory or punitive.
- g. Subject to the limitations contained within this agreement and public policy, the decision of the arbitrator shall be final and binding.
- h. The award of the arbitrator must conform to the law and the arbitrator is not permitted to exceed the scope of his or her authority or the terms of this agreement.
- i. All costs for the services of the arbitrator shall be shared equally by the District and the Southern Cayuga Administrators' Association.

- j. Parties will be bound by the rules of the American Arbitration Association in the selection of an arbitrator only. Any application filed to stay arbitration shall have the effect of staying any and all arbitration proceedings until the application is finally determined and all appeals are exhausted.

## ARTICLE 6

### General Absence Provisions

#### Section 1. Personal Leave Days

- 1.1 Unit members shall be allocated three (3) personal leave days each work year (July 1 – June 30) which must be requested at least forty-eight (48) hours in advance unless an emergency exists which was not known in advance by the unit member. Personal days may be taken in full or half-day increments.
- 1.2 Unused personal days are converted to illness days at the end of the work year and are added to the unit member's accumulated illness days.
- 1.3 The Superintendent may, at his or her sole discretion, grant additional personal leave days for unusual and justifiable instances. The Superintendent's decision shall not be subject to the grievance procedure.

#### Section 2. Personal and Family Illness Days

- 2.1 Personal Sick Leave - Each unit member shall be granted an additional fifteen (15) illness days on the first day of the work year, which shall accumulate to a maximum of 230 illness days. In a given year, days used will be deducted from the current year's fifteen (15) day allotment prior to deduction from accumulated days.
- 2.2 Family Illness – Twelve (12) days per year, non-cumulative, and charged against sick leave.
- 2.3 Upon employment, unit members will be immediately granted their sick leave accumulation from their previous District, to a maximum of seventy-five (75) days.

#### Section 3. Death in the Family Days

- 3.1 Death in the Family – Up to five (5) days for each occurrence except in the case of multiple deaths. This includes parent, spouse, child, grandparent, brother/sister, parent of spouse, in-laws in these capacities or grandchild.
- 3.2 The Superintendent may, at his or her sole discretion, grant additional bereavement leave days for unusual and justifiable instances. The Superintendent's decision shall not be subject to the grievance procedure.

#### Section 4. Jury Duty/Legal Proceedings

Unit members shall be granted leave with pay for jury duty or proceedings arising out of the employee's employment in which the unit member is a defendant. Proceedings in

which the employee is involved against the interests of the District are excluded from this provision.

**Section 5. Leave Without Pay**

- 5.1 Any unit member may be granted by the Superintendent up to twenty (20) consecutive days of leave without pay within a given work year which shall be defined as short term leave. The Superintendent may, at his or her sole discretion, grant additional leave without pay days for unusual and justifiable instances. The Superintendent's decision shall not be subject to the grievance procedure.
- 5.2 The amount deducted for short-term leave shall be the unit member's per diem rate.
- 5.3 Tenured unit members may be granted by the Board of Education up to one year leave without pay which shall be defined as long term leave.

**Section 6. Notice of Sick Leave Accumulation**

Each unit member shall be notified in writing on their payroll stub, or in the alternative, in writing on or before October 31st of each year as to the number of his/her accumulated illness days.

**Section 7. Holidays**

Administrators have thirteen (13) holidays (i.e. plant shutdowns) in the twelve-month calendar defined by the Board of Education. The actual day of observance for a holiday may be changed by action of the Board.

**Section 8. Snow Days**

Unit members will be allowed two (2) days of non-attendance, without loss of vacation, due to snow days. On other snow days unit members will be in attendance unless a vacation day is taken for this purpose.

**Section 9. Per Diem Calculations**

Per diem rates shall be calculated on the basis of 1/200 for a ten (10) month employee, 1/220 for an eleven (11) month employee and 1/240 for a twelve (12) month employee.

## ARTICLE 7

### Work Year and Vacations

#### Section 1. Work Year/Day

- 1.1 Except as might otherwise be established by the Board of Education, unit members shall work a twelve (12) month work year beginning on July 1st and ending on June 30th of each year.

#### Section 2. Vacations

- 2.1 Unit members receive twenty-one vacation days per year credited effective July 1. Unit Members hired other than July 1 will be credited with a prorated number of days, credited upon employment.
- 2.2 Vacation time may be taken at any time when school is not in session. Vacation time taken when school is in session must have prior permission of the Superintendent.

Any unit member who does not utilize his/her full vacation entitlement in a given year will be allowed to:

1. Carry over a maximum of twelve (12) unused vacation days into the next school year. Accrued vacation days including the current entitlement shall not exceed thirty-three (33) days, and/or, if available,
2. Convert a maximum of five (5) unused vacation days to sick leave days and increase the unit member's personal sick leave accumulation by such amount. Use of unused sick days in 2.2 (1) and (2) is not duplicative; unused days may only be used for one purpose.
3. Unit members will be paid, at their per diem rate (1/240) for accumulated vacation days when leaving the District. Unit members severing employment at any time other than June 30 shall have the vacation payment prorated based on service time completed.



## **ARTICLE 8:**

### **Vacancy and Transfer**

#### **Section 1.**

All administrative vacancies in the recognized negotiating unit shall be posted at the District Office, in every school for five (5) work days and a copy sent to the Association President. Administrative vacancies shall be filled on the basis of the experience, competency and personal qualifications of the applicant, and other relevant factors. Consideration will be given to service in the district.

#### **Section 2.**

Current unit members applying for a posted vacancy or requesting a transfer to a vacant position shall be considered a finalist and shall have the right to be interviewed by the Superintendent and/or the appropriate interviewing committee.

#### **Section 3.**

If the Board and/or Superintendent seeks a voluntary transfer of a unit member to another administrative position or assignment the following conditions must be met:

- 3.1 The Superintendent must meet with the unit member to explain the reasons for the request for a voluntary transfer and the scope of the work of the vacant position.
- 3.2 The unit member has the right to have an Association Representative present at all discussions regarding transfer.
- 3.3 The unit member must be given forty-eight (48) hours to consider the transfer request.

#### **Section 4.**

In the event of a reduction in the number of administrative positions recognized in this agreement and if a reduction in the number of administrative staff is required, the least senior unit member in the tenure area of the position shall be displaced and laid off.

## **ARTICLE 9**

### **Protection of Administrators**

#### **Section 1.**

In appropriate circumstances, the District shall pursue all appropriate and applicable legal and law enforcement responses to an assault against a unit member.

#### **Section 2.**

The District shall defend and indemnify a unit member in accordance with Sections 3023, 3028 and 3811 of the Education Law and the policies of the Board of Education.

## **ARTICLE 10**

### **Professional Advancement**

#### **Section 1.**

Each unit member shall be granted on July 1st of each year \$500.00 to support professional development. The Superintendent may approve upon request the absence from work to attend professional conferences or workshops.

#### **Section 2.**

The District will, upon the presentation of a requisition approved by the Superintendent, pay for each unit member's dues to one (1) professional organization such as ASCD, NAESP, NAMSP and NASSP.

#### **Section 3.**

The Board of Education encourages administrators to continue their professional education. The Board will pay tuition charges for courses approved by the Superintendent. Maximum expense is \$1,000.00 for each unit member. In the event funds that are not used by May 1 of each year, each unit member may request use of up to \$500 for various professional items such as subscriptions, computer for use at home, etc.

## ARTICLE 11

### **Administrative/Supervisory Evaluation Program**

The District and Association agree to establish a joint committee to prepare and submit recommendations by consensus between the Association and the District on or before April 1, 2006, for the administrative/supervisory evaluation program that shall be implemented for the term of this agreement and which shall sunset effective June 30, 2009. The committee shall consist of three (3) members of the Association selected by the President of the Association and the Superintendent of Schools.

In the event the Association and District are unable to reach consensus on or before December 31, 2006, the Superintendent of Schools may elect to implement an administrative/supervisory evaluation program for the term of the agreement.

## ARTICLE 12

### Health Insurance

#### Section 1. Health Insurance Benefits

1.1 **Individual Only Coverage.** The District will pay 100%, less one dollar (\$1.00) per year, of the monthly individual healthcare insurance premium for employees who elect to join the District Healthcare Insurance Plan for the period July 1, 2005 through June 30, 2006.

Effective July 1, 2006, the District will pay 95%, of the monthly individual healthcare insurance premium with the individual paying 5% of the monthly individual premium in a total annual amount not to exceed \$300.00 for employees who elect to join the District Healthcare Insurance Plan.

Effective July 1, 2007, the District will pay 93%, of the monthly individual healthcare insurance premium with the individual paying 7% of the monthly individual premium in a total annual amount not to exceed \$475.00 for employees who elect to join the District Healthcare Insurance Plan.

Effective July 1, 2008, the District will pay 90%, of the monthly individual healthcare insurance premium with the individual paying 10% of the monthly individual premium in a total annual amount not to exceed \$650.00 for employees who elect to join the District Healthcare Insurance Plan.

1.2 **Family Coverage.** Family coverage includes individual coverage and dependent coverage. The Southern Cayuga Central School District (as employer) will pay 100% less \$1.00 for individual employees who join the health insurance plan selected by the District and 75% of the premium for the employees' dependents as designated by the employee.

1.3 **Entrance Into Plan.** Under extenuating circumstances, the Superintendent may allow an employee entrance into the health insurance plan in other than the anniversary date as allowed by law or the insurance carrier.

1.4 **Selection of Alternative Carrier.** The District shall have the right to select the 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, 1982.

1.5 **Self Funding, Major Medical Maximum and Conversion.** The District shall have the right to provide a schedule of benefits which is equal to or better than the benefits contained in the health insurance program in effect as of June 30, 1982, through a program of self funding.

The major medical limitation shall be defined as an amount not to exceed \$1,000,000 for each individual case.

The District agrees that the administration of claims under any program of self funding shall be substantially equivalent to the administration of claims under the existing health insurance program.

The District agrees to provide a right of conversion to an equivalent insurance plan for employees who cease employment with the school district for reasons other than retirement or discharge prior to the age of 65. Such conversion rights shall be available only in the event the employee is not eligible for group health insurance benefits provided by another employer.

If an individual is unable to convert, then the individual shall, at his or her written request shall be continued under the self funded program for a period not to exceed one (1) year from the date his or her employment with the school district ceases.

The full cost of the premium under either conversion or continuation shall be assumed by the employee.

If the District establishes a committee to study insurance carriers or self funding, the Association may select a representative as an ex officio member of the committee.

## **Section 2. Prescription Co-Payment**

Effective July 1, 1995, the prescription co-payment shall be increased from \$3.00 for each prescription to \$6.00 for each prescription.

Effective January 1, 2006, the prescription co-pay will be \$6.00 for generic drugs and \$15.00 for brand name or legend drugs.

Effective January 1, 2008, the prescription co-pay will be \$10.00 for generic drugs and \$15.00 for brand name or legend drugs.

## **Section 3. Schedule of Benefits Equivalence**

The schedule of benefits of the Cayuga-Onondaga Area Schools Employees Healthcare Plan shall be considered equal to or better than the schedule of benefits of the health insurance plan in effect as of June 30, 1994.

## **Section 4. Retirees Health Insurance**

4.1 Unit members retiring after June 30, 1987 must have a minimum of ten (10) years of service as an employee in the District to be eligible for health care benefits upon retirement. The level of benefits shall be equivalent to the level provided to active employees and shall include both the plan coverage and employer contribution.

Effective July 1, 2006, retirees who were former employees in the negotiating unit, and who retire on or after July 1, 2006, will pay the same amount for individual coverage

only premium as provided in section 3, subsection 1 above. Retirees will make the same contribution for individual only and family (individual/dependent) coverage as active employees.

The District will make health insurance available for employees not meeting the above-year requirements as long as they are eligible for retirement under the New York State Teachers' Retirement System, the full cost to be borne by the retiree.

4.2 In the event a retiree dies, the spouse, if covered prior to the death of the retiree, will continue to be eligible for health care benefits, but he or she must pay the full cost of the health care benefits.

4.3 In the event a retiree's covered spouse dies and the retiree remarries, the new spouse will be eligible for coverage. The full cost of health care benefits for the spouse must be paid by the retiree.

4.4 Payments made by the school district for Medicare reimbursement for eligible employees or retirees shall be made on the same percentage basis as contained in Section 3 (1) and (2) of this article. In addition, effective July 1, 2005, the school district's payment of the Medicare Part B premium shall be frozen at the rate in effect at that time at a maximum rate of up to \$78.20 per month.

#### **Section 5. Dental Insurance**

5.1 The District will contribute \$160.00 for each member represented by the negotiating unit for the 2005-06 school years, \$180.00 for each member represented by the negotiating unit for the 2006-07 school year, \$190.00 for each member represented by the negotiating unit for the 2007-08 school year and \$200.00 for each member represented by the negotiating unit for the 2008-09 school year toward the cost of a group dental plan. Any cost above this figure will be the responsibility of the individual.

#### **Section 9. Flexible Spending Plan**

9.1 Both parties agree to continue the existing Flexible Spending Plan.

**ARTICLE 13**

**Salary Increase, Compensation and Miscellaneous Benefits**

**Section 1. Salary Increases for 2005-06, 2006-07, 2007-08 and 2008-09**

Each returning administrator will receive a four (4.0%) percent salary increase above his or her 2004-2005 base salary. An Administrator's salary may be adjusted but will not be reduced below the current salary notice unless such decrease is part of a uniform plan affecting salaries of all employees of the school district.

Each returning administrator will receive a four (4.0%) percent salary increase above his or her 2005-2006 base salary. An Administrator's salary may be adjusted but will not be reduced below the current salary notice unless such decrease is part of a uniform plan affecting salaries of all employees of the school district.

Each returning administrator will receive a four (4.0%) percent salary increase above his or her 2006-2007 base salary. An Administrator's salary may be adjusted but will not be reduced below the current salary notice unless such decrease is part of a uniform plan affecting salaries of all employees of the school district.

Each returning administrator will receive a four (4.0%) percent salary increase above his or her 2007-2008 base salary. An Administrator's salary may be adjusted but will not be reduced below the current salary notice unless such decrease is part of a uniform plan affecting salaries of all employees of the school district.

**Section 2. Initial Salary Rates**

The following salary rates constitute initial salary rates for the administrative positions listed in this section.

	2005-06	2006-07	2007-08	2008-09
Elementary Principal	\$70,000	\$72,000	\$74,000	\$76,000
Middle School Principal	\$72,000	\$74,000	\$76,000	\$78,000
High School Principal	\$78,000	\$80,000	\$82,000	\$84,000
P. P. S. Director	\$71,000	\$73,000	\$75,000	\$77,000

Effective July 1, 2006, the initial salary rate for 2006-07, instead of the increase contained within section 1 above, will be paid to members of the negotiating unit who have completed all of the required service to the school district for the 2005-06 school year and who have been appointed to new positions during the preceding school year. Thereafter, the provisions of section 1 shall apply to annual increases.



New employees in the negotiating will have their initial salary amount determined in a manner consistent with the provisions of this section. However, the Board of Education retains the right to exercise its discretion to exceed the initial salary in necessary or appropriate circumstances.

### **Section 3. Service Increment**

Effective July 1, 2005, and commencing with the school year following the completion of five (5) years of service in the Southern Cayuga Central School District, the District will pay a service increment in the amount of \$500.00. In the first year of payment the \$500.00 amount will be a flat amount. Thereafter, the service increment will be included as part of base salary.

Effective July 1, 2005, and commencing with the school year following the completion of ten (10) years of service in the Southern Cayuga Central School District, the District will pay a service increment in the amount of \$500.00. In the first year of payment the \$500.00 amount will be a flat amount. Thereafter, the service increment will be included as part of base salary.

### **Section 4. Medical Examinations**

The District shall reimburse each Unit Member for the cost (after application of any insurance benefits) of an optional, comprehensive physical examination each year, up to a maximum of \$150.00.

### **Section 5. Travel Reimbursement**

Unit Members will be reimbursed for approved travel at the current rate as established by the Internal Revenue Service.

### **Section 6. Special Assignments**

Effective September 1, 2006, unit members will have an opportunity to apply for projects beyond the scope of the normal and customary building level responsibilities or the expectable duties of unit members. The Superintendent and the unit member will agree on the length and the scope of the project. The remuneration will be mutually agreed upon based on the time and responsibility involved. The Superintendent would determine what assignments would be available. In addition, unit members may apply to the Superintendent for an assignment. All assignments will be subject to the prior approval of the Superintendent and the Board of Education.

The Superintendent will submit assignments to the unit for its information prior to assigning projects to members.

Remuneration shall be based on the following RUBRIC, keeping in mind that Rubrics are not exact and that the level will be mutually determined by the Superintendent and unit member.

RUBRIC      LEVEL 1 – MODERATE WORK  
                  LEVEL 2 – SUBSTANTIAL WORK  
                  LEVEL 3 – EXTENSIVE WORK

**Project Scope:**

Level 1 – Project parameters are clearly defined. The project involves some communication with students and/or staff and outside agencies.

Level 2 – Project parameters are defined but may expand somewhat. The project involves on-going communication with students and/or staff and outside agencies.

Level 3 – Project parameters may expand. The project is detailed in nature and involves on-going and extensive communication with students and/or staff and outside agencies.

**Project Length and Time:**

Level 1 – Project is less than a month and involves less than 1 hour per day beyond the regular work day.

Level 2 – Project is 4-6 weeks and involves 2 or more hours per day beyond the regular work day.

Level 3 – Project is 6 or more weeks and involves more than 2 hours per day beyond the regular work day.

**End Product or Result:**

Level 1 – Product is clearly defined with little or no follow-up

Level 2 – Product may expand and some follow-up work is required.

Level 3 – Product is likely to expand and significant follow-up work is required.

**Remuneration:**

Level 1 - \$500 - \$1,000

Level 2 - \$1,000 - \$2,000

Level 3 - \$2,000 - \$3,000

## **ARTICLE 14**

### **Terms Subject to Governmental Ruling**

If any of the terms of this Agreement are in violation of applicable State and Federal Law or rulings of any State or Federal agency having cognizance in such matters, or of any changes in such laws or rulings, then only that portion of this Agreement specifically affected by such law or ruling shall become superseded, and the balance of the Agreement shall remain in full force and effect in accordance with the terms of this Agreement. 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 been given approval.

## **ARTICLE 15**

### **Complete Agreement**

#### Section 1.

This agreement constitutes the entire agreement between the District and the Association. During its life, neither party will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in it or with respect to any subject or matter not specifically covered in it. In reaching this agreement, the District and the Association have considered all matters lawfully subject to collective negotiations. This agreement may be amended or supplemented only by further written agreement between the parties. A party desiring amendment or supplement will notify the other party, in writing, stating the substance of the amendment or supplement desired, but the other party will not be obligated to discuss or agree to such proposed amendment or supplement.

#### Section 2.

The masculine gender wherever used herein shall be construed to include both masculine and feminine, and the singular shall be construed to include both the singular and plural unless the context clearly indicates otherwise.

**ARTICLE 16**

**No Strike Pledge**

**Section 1.**

The Association does hereby affirm the policy that it does not assert the right to strike against the school system, nor will it assist or participate in any such strike by the employees, nor will it impose any obligation of said employees to conduct, assist or participate in a strike.

## ARTICLE 17

### Duration and Application of Agreement

#### Section 1.

Except as otherwise provided within the provisions contained herein, this agreement shall take effect on the date that it is ratified by both parties and it shall continue in full force and effect until June 30, 2009. Except for the provisions of Article 14, this agreement shall apply to employees in the negotiating unit who are in active employment on the date that the agreement is ratified or approved by both parties.

#### Section 2.

The Agreement shall constitute the full and complete commitments of the District to the Association. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that each party to this Agreement voluntarily and unqualifiedly, waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any term or condition of employment or other subject or matter not specifically referred to or covered in this Agreement.

#### Section 3.

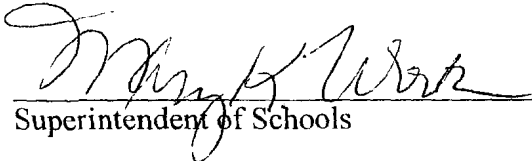
If any provision of the agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, or would tend to impinge upon or reduce in any way the duties or responsibilities of the Board of Education as defined in Section 1709, 1711, 1804 or other sections of the Education Law pertaining to the duties and responsibilities of the Board of Education of Southern Cayuga Central School District or the Superintendent of Schools, then such provision or application shall not be deemed valid or subsisting, but all other provisions or applications will continue.


#### Section 4.

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.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 14<sup>th</sup> day of Dec, 2006.

Southern Cayuga Central School District

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
President, Southern Cayuga Administrators and Supervisors Association

Resolution of the Board of Education of Southern Cayuga Central School District implementing subject agreement where needed and providing the necessary funds therefore was passed on December 4, 2006.

  
\_\_\_\_\_  
District Clerk