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ADI 5298

CONTRACTUAL AGREEMENT

The Superintendent of Schools
City School District
Hornell, New York

and

Hornell School District
Principals and Directors Group

July 1, 2006 - June 30, 2009

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE 1 - RECOGNITION

§ 1.1 Recognition. The Hornell Board of Education recognizes the Hornell School District Principals and Directors Group as the exclusive negotiating agent for the following job titles:

Assistant High School Principal
Dean of Students
Director of Curriculum and Personnel
Director of Special Education
Primary Principal
High School Principal
Intermediate School Principal
School Psychologist

§ 1.2 Procedures. Negotiations for a successor agreement will begin in December 2008.

ARTICLE 2 - WORKING CONDITIONS

§ 2.1 Work Day/Year.

(a) The number of work days shall consist of:

- (1) Between September 1 and June 30 as provided in the school calendar as established and adopted by the Board of Education.
- (2) Any other days during this period of time shall be at the discretion of the individual bargaining unit member.
- (3) Additional days of vacation granted to the student body and teaching staff because of non-usage of snow days shall also be considered as days of vacation for the bargaining unit member.

(b) The eleventh month shall consist of 22 work days between July 1 and August 31, and said days are to be determined by the individual bargaining unit member with Superintendent approval.

(c) The school psychologist summer work schedule shall be 12 (twelve) days scheduled with the approval of the Superintendent of Schools. Current school psychologist bargaining unit members who are working more than 12 (twelve) days shall be grandfathered at their current number of days.

§ 2.2 Committee Appointments. The consent of the bargaining unit member should be secured before he/she is appointed to any committee membership or chairmanship.

§ 2.3 Professional Association Memberships. For each bargaining unit member, the district will pay annually for a maximum of two pre-approved memberships/activities in approved professional associations with a combined cap of \$800. The bargaining unit member shall submit requests to the Superintendent for approval and payment.

§ 2.4 Superintendent's Development Program. The District will pay the tuition for the Superintendent's Development Program. A bargaining unit member participating in the Superintendent's Development Program agrees to contribute the full amount of the money in §2.3 toward the cost of the program for the school years in which the bargaining unit member participates.

ARTICLE 3 - PERSONNEL FILE

§ 3.1 Personnel File. Bargaining unit members will have the right, upon request, to review the content of their personnel files, and the right to add material by way of explanation to any statements found therein. Pre-hire information, as well as any information that the bargaining unit member has acknowledged as being confidential at its source, should not be shown to the bargaining unit member and should be withdrawn from the file. However, all other information should be available for inspection and comments. Any written materials omitted from the file shall not be used to reprimand, discipline, or dismiss any bargaining unit member.

ARTICLE 4 - NOTIFICATION OF COMPLAINTS

§ 4.1 Notification of Complaints. Serious complaints regarding a bargaining unit member made to the administration by any parent, student, or other person will be promptly called to the attention of the bargaining unit member by the Superintendent.

ARTICLE 5 - SICK LEAVE

§ 5.1 Sick Leave; days available. Bargaining unit members will receive twelve (12) days personal and family sick leave each year.

§ 5.2 Accumulation. Sick leave days will be accumulated to a total of 180 days. Upon accumulation of 180 days, a person will be credited with 12 additional days; however, no more than 180 days may be accumulated at the end of any given school year.

§ 5.3 Special Requests. Special requests may be filed for allowance of absences for other emergency reasons such as appearance in court, severe storm, or other causes beyond the control of the bargaining unit member. When allowed, such leave shall be deducted from the bargaining unit member's accumulated total.

§ 5.4 Doctor's Certificate. A doctor's certificate for sick leave must be submitted at the request of the Superintendent or Assistant Superintendent. Such request may be made during any absences, but no later than three school days after their return to work. The district will pay the costs of such certificates provided that the individual involved schedules an appointment with the school-designated physician through the appropriate district offices.

§ 5.5 Definition of Family Sick Leave. Family sick leave is considered as illness or death in the immediate family. "Immediate family" shall consist of husband, wife, father, legal guardian, mother, brother, sister, corresponding in-laws, uncle, aunt, nephew, niece, first cousin, grandparents, children, and a more distant relative if the same is residing in the bargaining unit member's home at the time of illness or death. Family sick leave may not be used to accompany or transport a member of the immediate family to a different climate for convalescence or recuperation purposes.

§ 5.6 Bereavement Leave. Three days of bereavement leave will be granted to bargaining unit members in the event of the death of immediate family. "Immediate family" shall consist of husband, wife, father, mother, legal guardian, brother, sister, corresponding in-laws, uncle, aunt, nephew, niece, first cousin, grandparents, and a more distant relative if residing in the bargaining unit member's home at the time of death. These days shall not be deducted from the member's accumulated sick leave.

ARTICLE 6 - SICK LEAVE BANK

§ 6.1 Bank Established. In an effort to reduce the hardship experienced by a bargaining unit member obliged to be absent from employment due to illness and/or accident, the District and the Group agree to establish a system wide Sick Leave Bank subject to the following terms, conditions, and procedures.

§ 6.2 Bank Maximum/Donations. A Sick Leave Bank will be established at 86 days . Each current member of the bargaining unit will be charged two (2.0) sick leave days upon enrollment in the Sick Leave Bank.

§ 6.3 Borrowing. No individual will be entitled to apply to the Sick Leave Bank unless:

- (1) all current and accumulated sick leave days have been exhausted;
- (2) acceptable medical evidence is provided at appropriate intervals;
- (3) he/she has agreed to make a contribution to the Bank each time said contributions are requested by the Committee. The Group will keep a record on individuals making a contribution. (This provision may be waived at the discretion of the Committee).

§ 6.4 Committee. The Committee to consider requests for use of the Sick Leave Bank will consist of the Superintendent or his designee and two members of the bargaining unit.

§ 6.5 Repayment.

(a) A bargaining unit member who has borrowed from the Bank and subsequently dies or takes a disability retirement shall not be required to pay back his borrowed days. Each bargaining unit member who is granted days from the bank shall pay back the days at a rate agreed upon by the bargaining unit member and the committee. In no case shall the bargaining unit member be required to pay back more than one-half of his/her current leave in any one year unless he/she so desires.

(c) A bargaining unit member may owe up to a maximum of 60 days to the Sick Leave Bank at any one time.

§ 6.6 Membership. Participation in the bank will include the members of this bargaining unit and the Assistant Superintendent and Superintendent of Schools who were also initially involved in its establishment.

ARTICLE 7 - PERSONAL LEAVE

§ 7.1 Personal Leave. Two days of personal leave will be granted to bargaining unit members each year with no salary deduction and with no reason being given except that no personal leave will be granted on days preceding or following a long weekend, holiday, or vacation period. Additionally, no personal leave will be granted in conjunction with other absences to extend a holiday or vacation. Additional personal leave days may be requested from the Superintendent and granted at his discretion. When granted, said days shall be deducted from the bargaining unit member's sick leave. The personal leave days may be accumulated and used as accumulated sick leave.

ARTICLE 8 - PARENTHOOD LEAVE

§ 8.1 Eligibility. A bargaining unit member on permanent appointment or on probationary status is eligible for maternity or paternity leave without pay.

§ 8.2 Duration. Such leave will be granted for a period of not more than two years per pregnancy. Upon return from such leave, the bargaining unit member shall be restored to the same position or tenure area he/she held at the time the leave was granted.

§ 8.3 Adoption. In the event an bargaining unit member initiates adoption proceedings, such bargaining unit member will notify the district of his or her intent to request adoption leave.

(a) The bargaining unit member shall be granted leave up to two full years without pay.

(b) When an adopting bargaining unit member is on such leave, the bargaining unit member will notify the district of his or her intentions at least sixty (60) days prior to the expiration of the leave.

(c) Upon return from such leave, the bargaining unit member shall be restored to the same position or tenure area he/she held at the time the leave was granted.

ARTICLE 9 - HEALTH LEAVE

§ 9.1 Health Leave. A tenured bargaining unit member who, for reasons of health, is advised by his physician to take a period of rest, may be granted up to two years leave without pay for such rest. Upon return from such leave, the tenured bargaining unit member will be restored to the same or equivalent tenure position he/she held at the time the leave was granted. A physician's statement will be required both at the commencement and close of such leave.

ARTICLE 10 - MILITARY LEAVE

§ 10.1 Eligibility. Military leave will be granted to any bargaining unit member who is inducted into or enlists in any branch of the Armed Forces of the United States.

§ 10.2 Return from Leave. Such bargaining unit member will be entitled to return to a position in the District comparable to the one he/she held prior to going on leave and shall not lose any retirement benefits or salary increments which he would have received if he/she had not taken such leave.

§ 10.3 Length of Leave. Such leave will not be granted for more than one tour of duty.

§ 10.4 Active Duty. Such leave will also be granted to any bargaining unit member who, because of membership in any military service unit, is called into active duty.

§ 10.5 Military Law. § 10.1, 10.2, 10.3, 10.4 shall be pursuant to Section 242, 243 of the Military Law, State of New York and Section 3101 of the Education Law as the same may be amended from time to time shall govern all military leaves.

ARTICLE 11 - PEACE CORPS, VISTA

§ 11.1 Eligibility. A leave of absence without pay of up to two years may be granted to any tenured bargaining unit member who joins the Peace Corps or VISTA, or who enters professional service, or who serves as an exchange administrator/director or an overseas administrator/director on a full-time basis.

§ 11.2 Return from Leave. Such bargaining unit member shall be entitled to return to a position in the District comparable to the one he/she held prior to going on leave and shall not lose any salary increments which he/she would have received if he/she had not taken such leave.

ARTICLE 12 - EXTENDED LEAVE

§ 12.1 Eligibility. A tenured bargaining unit member may, upon recommendation by the Superintendent and approval by the Board, be granted up to one (1) year's leave without pay for personal reasons. This leave may be extended at the discretion of the Superintendent and the Board.

§ 12.2 Return from Leave. Upon return to the school system, the bargaining unit member will be placed in a position comparable to the one he/she held prior to the leave.

§ 12.3 Salary Credit. If during his/her leave, he/she administered or taught school or served in some other comparable professional position, he/she may, at the discretion of the Board and the Superintendent, be granted salary increases he/she would have received if he/she had not taken the leave.

§ 12.4 Exception. Leave time will not be granted during the regular school year either with or without pay when the primary purpose is to take a vacation, extend a vacation period, or otherwise leave one's teaching position when not requested or required to do so by support of proper medical evidence. In the case of an emergency or unusual circumstance, approval may be granted upon the review and recommendation of the Superintendent of Schools to the Board of Education.

ARTICLE 13 - SABBATICAL LEAVE

§ 13.1 Eligibility.

(a) Regularly appointed certified professional bargaining unit members who have served for seven years or more will be eligible for a leave of absence for formal study, research and/or writing and travel pertinent to professional responsibility. Applications may be made during the seventh year of service.

(b) Tenured bargaining unit members may, upon the recommendation of the Superintendent and with the approval of the Board, be granted leaves of absence with or without pay for the purpose of attending academic year institutes sponsored by recognized foundations or research organizations. Plans for study shall be submitted to the Superintendent in writing in advance and shall be so designed as to improve the individual's skill and competence in his area of service.

§ 13.2 Applications.

(a) Applications for said leave must be submitted to the Superintendent by April 1 for the fall semester or full year and by September 1 for the spring semester. The applicant shall receive notification of acceptance within one month following the application deadline.

(b) Applicants must file with the Superintendent a statement of the definite purpose for which such leave of absence is desired, including the institution at which the individual is to study and the courses to be pursued.

(c) The person on leave must provide a two-page brief or summary progress report at the mid-point and at the completion of the leave.

(d) Bargaining unit members who have been granted leave shall notify the Superintendent in writing by November 1 and March 1 preceding the opening of the semester following the expiration of the leave of their intention to resume work at the beginning of the ensuing school semester. Bargaining unit members who have been granted leaves shall return to the district for a minimum of two years service at the beginning of the ensuing school semester following expiration of the leave. In the event the bargaining unit member fails to return to the district, he/she will be obligated to repay on a prorated basis any portion of the two years not served.

§ 13.3 Remuneration.

(a) Remuneration during the leave shall be at the rate of full salary plus health insurance coverage in accordance with the contract less the salary paid for a replacement. A bargaining unit member granted a sabbatical leave will not be eligible for any sick or personal leave benefits during such time as he/she is on leave.

(b) Salary increases granted during the time of the leave shall be the same as those given for regular service in the school.

§ 13.4 Return from Leave. All bargaining unit members returning from leaves of absence shall be restored to the same position or tenure area they held at the time the leave was granted.

ARTICLE 14 - COURT DUTY ABSENCE

§ 14.1 Court Duty Absence. Bargaining unit members subpoenaed as witnesses or jurors will be paid the difference between the fees received as such witnesses or jurors and the salary they would have received during such period served as such witnesses or jurors. Such absence will be non-deductible from sick or personal leave.

ARTICLE 15 - HEALTH INSURANCE

§ 15.1 Health Insurance Program/Payment.

(a) The District may contract with any health insurance carrier to provide health insurance coverage to the bargaining unit members without approval of the bargaining unit members, as long as the benefits are no less than those of the current coverage (GHI-1995-96).

(b) The District will pay 100% of the cost for an individual plan.

(c) The District will pay the following schedule for the dependent plan:

2006-07 = 88%

2007-08 = 87%

2008-09 = 87%

§ 15.2 Option to Reopen this Provision. The provisions in Article 15 may be opened by mutual agreement, and may be amended by mutual agreement.

§ 15.3 Medicare Program at age 65. The bargaining unit member who reaches the age of sixty-five (65), or whose spouse becomes sixty-five (65) must notify the Business Administrator in advance (two months) so that the health insurance and the Medicare programs may be implemented pursuant to company regulations.

§ 15.4 Payment in Lieu of Insurance. If an employee is eligible for insurance coverage, but elects not to participate in either the dental or health plan, he/she will receive an annual stipend of five hundred (\$500) dollars. The stipend will be paid by voucher check at the end of each school year.

§ 15.5 Insurance Coverage for Retiree.

(a) At the time of retirement, total accumulated sick leave days (not to exceed 180 days) will be valued at 100% of current salary, and this amount will be used to pay monthly premiums for the appropriate health insurance program. If the bargaining unit member predeceases his/her spouse, any accumulated total will revert to the surviving spouse to pay monthly premiums for the appropriate health insurance program.

(b) The value of the credit generated by (a) above need not be immediately used when the employee retires, but this value may be held by the District and drawn from at a later date by the retiree for the costs of participation in the district's health insurance program.

§ 15.6 Vision Insurance. If the District offers a vision insurance program, the Hornell Principals and Directors Group will be invited to participate at the same contribution rate as other bargaining unit members.

ARTICLE 16 - DENTAL INSURANCE

§ 16.1 Dental Insurance Program/Payment.

(a) The District will provide GHI's Preferred Plan including prosthetic and orthodontic benefits.

(b) The District will contribute annually 90% of the premium for either the family or individual plan as selected by the bargaining unit member. Any additional premium cost shall be borne by the enrolling employee.

ARTICLE 17 - SALARY PROVISIONS

§ 17.1 Salary Schedule.

(a) In 2006-07, each bargaining unit member's 2005-06 total salary will be increased by 4.5%. The bargaining unit member has the option of having 1.0% of this salary increase go towards a tax-sheltered annuity. This option must be put in writing by each bargaining unit member and submitted to the Business Administrator by May 1, 2006.

(b) In 2007-08, each bargaining unit member's 2006-07 total salary will be increased by 4.5%. The bargaining unit member has the option of having 1.0% of this salary increase go towards a tax-sheltered annuity. This option must be put in writing by each bargaining unit member and submitted to the Business Administrator by May 1, 2007.

(c) In 2008-09, each bargaining unit member's 2006-07 total salary will be increased by 4.5%. The bargaining unit member has the option of having 1.0% of this salary increase go towards a tax-sheltered annuity. This option must be put in writing by each bargaining unit member and submitted to the Business Administrator by May 1, 2008.

ARTICLE 18 - RETIREMENT INCENTIVE

§ 18.1 Eligibility. In order to be eligible for this benefit, the bargaining unit member must:

- (1) have worked as an administrator in the district for at least ten years;
- (2) retire prior to the expiration of this contract at the end of the year when the administrator turns 55 or during the first year that the administrator can retire without penalty from the NYSTRS;
- (3) notify the Superintendent one year before the retirement date;
- (4) be eligible for retirement under the rules and regulations of the New York State Teachers Retirement System.

§ 18.2 Salary Payment.

(a) Any member of the bargaining unit who retires and who meets the eligibility requirements specified in this Article shall be paid a lump sum consisting of \$18,000. The district shall report the lump sum payment as earnings for the last school year worked by the bargaining unit member and shall make payment to the administrator on or before December 31 of the calendar year in which he/she retires.

(b) The bargaining unit member shall be paid a sum equal to \$25.00 times the individual's total accumulated unused sick leave. For the purpose of this Article only, the bargaining unit member who has reached the maximum accumulation specified in Article 5.2 will continue to accumulate all unused days with no maximum limitations. The District shall report the lump sum payments as earnings for the last school year worked by the bargaining unit member and shall make payment to the member on or before December 31 of the calendar year in which he/she retires.

IN WITNESS WHEREOF, the parties set their hands and seals this _____ day of _____, 2006.

Chairman
Hornell Principals and Directors Group

Superintendent of Schools
Hornell City Schools

