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

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AGREEMENT

BETWEEN

THE ORISKANY ADMINISTRATORS' ASSOCIATION

AND THE

SUPERINTENDENT

OF THE

ORISKANY CENTRAL SCHOOL DISTRICT

**RECEIVED**

DEC 12 2007

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

JULY 1, 2007 - JUNE 30, 2010

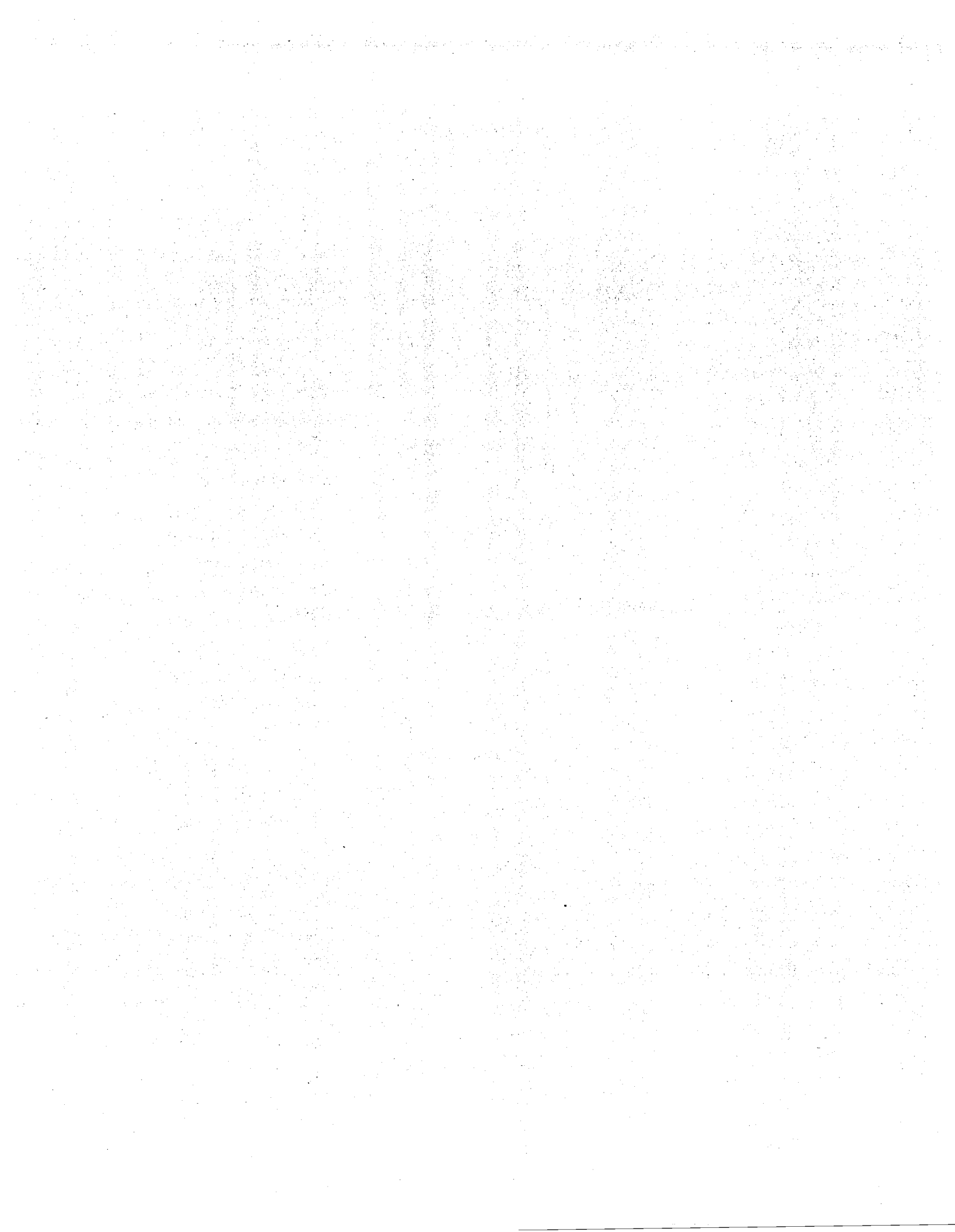


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## RECOGNITION

Pursuant to a resolution of the Board of Education of the Oriskany Central School District (hereinafter referred to as the Board) dated July 1, 1978, the Board recognizes the Oriskany Administrators' Association (hereinafter referred to as the OAA) as the exclusive bargaining agent and representative for the following administrative positions in the employment of the District:

Junior-Senior High School Principal  
Elementary School Principal

Such recognition is granted for the period of time prescribed under Section 208 of Article 14 of the Civil Service Law. The OAA affirms that it does not assert the right to strike against any government, to assist or participate in such strike, or to impose an obligation to conduct, assist or participate in such a strike.

## LEGISLATIVE ACTION

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 I**

### DEDUCTIONS

The District shall deduct from the salary of each Administrator, who so authorizes in writing, prescribed dues for membership in the OAA and/or School Administrators' Association of New York State (SAANYS) and shall submit same to the designated representative of the OAA (President or Treasurer) or to the state office of SAANYS as designated in writing by the OAA representative. Such deductions shall commence with the last payroll in October and will continue for ten (10) consecutive payrolls, which will constitute full annual dues deductions.

Payroll deductions for accounts with Financial Institutions and/or tax sheltered annuities will be made when proper authorization is completed and filed with the Financial Institution and/or authorized annuity company and the Oriskany Central School Payroll Department.

Individual written authorization must be on file for any payroll deduction other than those required by State and Federal regulations.

Payroll deductions must be made on a specific amount over a set period of time and will not be changed on a payroll-to-payroll basis.

## ARTICLE II

### NEGOTIATIONS PROCEDURES

1. Negotiations between the parties for a successor Agreement shall commence upon notification by either party to the other in writing or intent to terminate or modify this Agreement. Such notice shall be given no earlier than the January 15th and no later than the March 15th prior to the expiration date of this Agreement.
2. If neither party submits such notice according to the time limits noted in #1 above, this Agreement shall continue in full force and effect without modification from year to year after its expiration date, subject to termination on written notice in accordance with the provisions of #1 above in any subsequent year.
3. Negotiation meetings shall be scheduled at reasonable times and dates mutually agreeable to the parties.
4. The OAA shall submit its proposals for modifications to the Agreement at the first scheduled negotiating meeting. The District will submit its proposal for modifications at the second meeting.

This section is not intended to preclude the establishment of a negotiating "ground rule" that proposals may be submitted at later sessions if mutually agreed upon.

## ARTICLE III

### GRIEVANCE PROCEDURE

1. Definitions:
  - a) A "grievance" shall mean any alleged violation of this Agreement or any dispute with respect to its meaning or application.
  - b) A "grievant" is (1) any member of the bargaining unit as defined in the Recognition agreement or (2) the Superintendent, should that person submit a grievance against the OAA as a whole, or any member of the bargaining unit on either the Superintendent's behalf or on behalf of the Board.

- c) A "waiver of a grievance" shall mean that any grievance shall be deemed waived unless it is submitted within twenty (20) calendar days after the grievant knew or should have known of the event or condition(s) on which the grievance is based. It shall further mean that any grievance shall be deemed waived if it is not processed to the next step within the time limits prescribed herein unless the parties mutually agree to extend such time limits.
- d) "Informal solution" shall mean that the grievant shall attempt to resolve the grievance on an informal basis prior to submitting it in writing.

2. a) Informal Stage:

Before a written grievance is submitted, the grievant shall meet and discuss the alleged violation of this Agreement with the Superintendent (or the Superintendent with the Administrator involved) within five (5) work days of receipt of notice of the alleged violation in an attempt to resolve the grievance informally.

b) Formal Stages:

- 1) If the grievance is not resolved satisfactorily at the Informal Stage, the grievant may, within ten (10) working days from the date of the last meeting at the Informal Stage, reduce the grievance to writing and present it to the Superintendent (or the Superintendent to the Administrator involved).
- 2) The written grievance shall identify the party or parties involved, the date, time, and place where the alleged events or conditions constituting the grievance occurred or existed, the provision(s) of the Agreement deemed violated or misinterpreted and the remedy sought by the grievant.
- 3) Within five (5) working days of receipt of the written grievance, the parties involved shall meet to discuss the grievance. The Superintendent will give his decision in writing within five (5) working days following the date of the meeting. In the event the grievance is still unresolved, the grievant may within five (5) days of receipt of the Superintendent's decision, submit the

grievance in writing to the President of Board.

- 4) Within ten (10) working days after receipt of the grievance by the President of the Board, the Board or a committee of the Board, shall hold a hearing in executive session on the grievance. The grievant may at his/her discretion attend the hearing and may be accompanied by his/her representative.
- 5) Within ten (10) working days after the conclusion of the hearing, the Board shall render a decision in writing on the grievance to the grievant, which decision shall be final and binding on both parties.

#### **ARTICLE IV**

##### ASSOCIATION RIGHTS

1. With prior approval of the Superintendent, the OAA may have the use of school buildings without cost and at reasonable times for meetings.
2. This District shall print copies of this Agreement and distribute a copy to each member of the OAA.

#### **ARTICLE V**

##### INSURANCE

The Board will pay toward the cost of the group health insurance plan for each Administrator and dependent(s) as follows:

1. Hired prior to July 1, 2007: One hundred percent (100%) of the premium cost of the individual plan and one hundred percent (100%) of the family premium cost for group health insurance
2. Hired on or after July 1, 2007: For administrators beginning employment on or after July 1, 2007, the District will pay ninety percent (90%) of the premium cost of the individual plan and eighty (80%) of the family premium cost for group health insurance
3. The full cost for group dental insurance coverage
4. 85% employee costs and 85% dependent(s) costs of group health insurance for administrators and dependent(s) after retirement from the district
5. 100% of employee costs for the Herkimer County BOCES disability plan until retirement from the district



## ARTICLE VI

### LEAVES AND ABSENCES

#### 1. Sick Leave:

Administrators will be granted personal sick leave as follows:

- a) Administrators employed by the District shall be granted paid sick leave days in the following manner:
  - 1) For Administrators with less than ten (10) years of service in the District - twelve (12) days per year, credited on July 1st of each year.
  - 2) For Administrators with ten (10) or more years of service in the District - thirteen (13) days per year, credited on July 1st of each year.
- b) Unused sick leave days in any school year shall be allowed to accumulate from year to year to an unlimited number of days and used as needed.
- c) Sick Leave Record: Sick leave record will be given to Administrators with their first pay in September of each year, including credit for the current school year. Administrators will have one month from date of issuance to register a complaint as to accuracy.
- d) Seven (7) days of the allotted or accrued sick leave may be used for illness to spouse, children, or parents. Leave taken for this purpose shall be deducted from accumulated sick leave. It is the intent that such leave shall be utilized when the ill person requires the personal services and presence of the Administrator. Additional days may be utilized at the discretion of the Superintendent.
- e) The Board maintains its right to require an Administrator to submit a doctor's statement concerning the nature of the illness of the Administrator who has requested sick leave. The Board authorizes its Superintendent to require such substantiation of illness. When required, the Administrator shall submit the doctor's statement upon return to service or within five (5) working days after return to service. The physician's statement may be submitted to the Superintendent. Any Administrator who is absent for an illness may be required to provide a doctor's certificate stating if the Administrator's physical condition would permit return to service. Failure to return to service after receiving a doctor's statement that such return is within the physical capabilities of the Administrator

will be considered an act of insubordination.

Any Administrator may be required to submit to an examination by the school physician when the Board or its authorized designee(s) deem it be in the best interest of the Administrator and/or the Board. The Administrator may be attended by a physician of choice for such examination, at the expense of the Administrator.

In the event of any illness of five (5) or more work days, the Administrator must submit a doctor's statement to the Superintendent substantiating such illness. In the event the Administrator does not have such statement on return to work, the Superintendent shall remind the Administrator of his obligation and the Administrator shall be granted five (5) days to submit it.

2. Personal Leave:

Three (3) days of personal leave, without excuse will be granted each contract year. All personal days must be scheduled in advance with the Superintendent. Unused personal leave will be added to sick leave accumulation at the end of each contract year.

3. Family Medical Leave Act:

a) Family Medical Leave Act:

Leaves of absence for the period of pregnancy disability as certified by the Administrator's physician will entitle the Administrator to the use of normal sick leave pay accrual in accordance with the following provisions:

Sick leave payment will not be granted if the Administrator requests an unpaid leave of absence to commence prior to the date of pregnancy disability as certified by the Administrator's physician.

b) Unpaid Leaves for Family Medical Leave Act:

Unpaid leaves of absence for the purpose of child rearing will be granted in accordance with the following provisions:

- 1) An unpaid leave of absence if requested will commence as follows:
  - a) On the date requested in paragraph #2 under Pregnancy Disability Leaves where the Administrator requests an unpaid leave of absence to commence prior to the certified date of pregnancy disability, or
  - b) On the date following the last day of certified pregnancy disability, or in the case of child adoption, on the date of such adoption.
- 2) Sick leave payment will not be granted during the period of an unpaid leave of absence.
- 3) Unpaid leaves of absence up to two (2) calendar years will be granted. An administrator may return prior to the end of the unpaid leave of absence provided that the District has received a thirty (30) calendar day written notification.
- 4) An Administrator will not be given salary schedule credit for the period of time on leave.

c) General Clauses:

While not mandatory, both the Association and the Superintendent agree that a thirty(30) calendar day notice to the Superintendent by the Administrator prior to the commencement of a Pregnancy Disability Leave will assist the SUPERINTENDENT in planning for replacement of the Administrator's services while on leave. In the case of a request for an Unpaid Leave of Absence for the Family Medical Leave Act, such thirty (30)days notice is required, except in cases of child adoption.

4. Injury on the Job:

Absence for personal illness on the part of an Administrator occasioned by an accident including physical assault on an Administrator in line of duty, when verified by the school physician, shall be excused with pay up to a period of nine (9) months and such days shall not be deducted from the accumulated sick leave of the Administrator as long as the District is reimbursed to the extent of the Administrator's Workers Compensation award. All injuries shall be reported to the immediate supervisor or school nurse the same day when possible.

5. Association Leave:

The Association will be granted up to a total of three (3) days leave annually without loss of pay or benefit, for representatives to attend conferences, conventions, and hearings related to Association business provided that at least four (4) related school days written notice to the Superintendent is given before the requested absence.

6. Death in Family:

Each Administrator will be granted up to five (5) days leave without loss of pay to attend the funeral of a member of the family, limited to the following: spouse, son, daughter, mother, father, mother-in-law, father-in-law, sisters, brothers, and grandparents. Each Administrator shall be granted one (1) day leave annually for each occurrence, without loss of pay, to attend the funeral of an aunt or uncle.

Days paid for are limited to a total of five (5) days leave. If the leave is not taken between day of death and day of funeral, the remaining days, up to a total of five (5), may be taken with approval of the Superintendent. These days are not deductible from sick leave or personal leave.

7. Jury Duty Pay:

Any Administrator serving on jury duty during a regular school day shall be allowed time off without loss of pay. Proper advanced notice will be given the SUPERINTENDENT so as to obtain a replacement.

Any Administrator released from jury duty, at or before lunch recess, will return to school for the balance of the workday.

All fees received for service as a juror, excluding mileage, will be returned to the school payroll department.

The above, notwithstanding, jury duty shall not apply in those instances where an Administrator is the defendant or plaintiff, except when subpoenaed as a witness by or for the school.

## ARTICLE VII

### WORK YEAR, HOLIDAYS, AND VACATIONS

1. The administrative work year is the same as the district fiscal year.

2. Vacations:

Annual paid vacation will be granted as follows:

- a) Twelve month administrators receive twenty (20) days.
- b) An administrator employed eleven months receives fifteen (15) days.
- c) An eleven month administrator must work September 1 - June 30 except for contractual holidays and 15 earned vacation days.
- d) Administrators, after notification to the Superintendent, will be permitted to carry over up to five (5) unused vacation days. These days must be used prior to September 1.

3. Holidays:

Administrators will be granted the following paid holidays:

July 4  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas  
New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Memorial Day

If any of the above holidays are celebrated on a Saturday or Sunday, such a day may be taken at another time when school is not in session with prior approval of the Superintendent.

## ARTICLE VIII

### RETIREMENT AWARD

1. A. An administrator must have been continuously employed by the Oriskany Central School District for a minimum of fifteen(15) years and be eligible for immediate benefits under the New York State Teachers Retirement System or the New York State Employees Retirement System on the effective date of retirement.
  - B. The employee's effective date of retirement must be between September 1 and June 30 of the employee's first or second year of eligibility for an undiminished (without penalty) retirement stipend under the New York State Teachers Retirement System or the New York State Employees Retirement System.
  - C. An irrevocable letter of retirement must be submitted to the Board of Education no later than six (6) months prior to effective date of retirement and no later than June 30 of that year. Should the employee suffer a major life change situation, the employee may request to rescind the retirement notice. The Board of Education shall have the sole and exclusive right to accept or reject this request.
  - D. Employees may not use this incentive in conjunction with any other incentive plan.
  - E. In the first year only, employees who are beyond their initial year of eligibility may elect this plan but must submit an irrevocable letter of intent to retirement within six (6) months prior to effective date of retirement and no later than June 30 of that year.
2. Benefit Level
    - A. Any administrator who meets the requirements as outlined in 1. above, shall receive a retirement benefit of \$18,000.

3. Payment

- A. Administrators who retire under the New York State Teachers' Retirement System will be paid forty-five dollars (\$45.00) per day up to a maximum of two hundred and fifty (250) days. The retiree can opt to use any or all of these funds to pay for insurance premiums.
  
- B. Payments will be made in a lump sum with regular required legal deductions. This payment will be made to the retiree by December 1 of the school year in which the effective date of retirement begins or the entire sum must be used for medical insurance premiums until all of the retirement incentive amount is exhausted.

**ARTICLE IX**

SALARIES

Administrators will be compensated as follows:

High School Principal

- a) 2007-08 - 4.35% increase
- b) 2008-09 - 4.35 increase
- c) 2009-10 - 4.35% increase

Elementary School Principal

- a) 2007-08 - 4.35% increase
- b) 2008-09 - 4.35% increase
- c) 2009-10 - 4.35% increase

**ARTICLE X**

DURATION

- 1. The provision of this Agreement shall be effective as of July 1, 2007, and shall remain in full force and effect until June 30, 2010.
  
- 2. The parties agree that all negotiable items 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.

## ARTICLE XI

### TUITION REIMBURSEMENT

The district will reimburse administrators the cost of tuition for graduate college credit course in accordance with the following criteria:

1. Any graduate course must be approved by the Superintendent in advance of enrollment if the administrator plans to apply for tuition reimbursement.
2. The District will reimburse the administrator for tuition cost as soon as possible after the tuition payment receipts are submitted to the Superintendent.
3. The tuition reimbursement does not include textbooks and will only be paid if a credit of at least a "B" or its equivalent is obtained.

## ARTICLE XII

### INSURANCE AND ANNUITIES

The Board of Education agrees to pay up to \$1,000.00 for life insurance or a Tax Sheltered Annuity for employees collectively covered under this contract.

## ARTICLE XIII

### 125S PLAN

The Board of Education agrees to permit employees collectively covered under this contract to enter any 125S Plan offered by the district.

## ARTICLE XIV

### ANNUAL PHYSICAL

The Board of Education agrees to reimburse employees collectively covered under this plan for direct costs not covered by medical insurance associated with an annual physical upon proper documentation.



FOR THE OAA

Andy J. Brown  
President

FOR THE DISTRICT

Michael S. Deup  
Superintendent

8/1/07  
Date