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Contract Database Metadata Elements

Title: **Vernon-Verona-Sherrill School District and Vernon-Verona-Sherrill Administrators Association (VVSAA) (2009)**

Employer Name: **Vernon-Verona-Sherrill School District**

Union: **Vernon-Verona-Sherrill Administrators Association (VVSAA)**

Local:

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AGREEMENT
BETWEEN THE
VERNON-VERONA-SHERRILL
BOARD OF EDUCATION
AND THE
VERNON-VERONA-SHERRILL
ADMINISTRATORS' ASSOCIATION

July 1, 2009 – June 30, 2012

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JAN 19 2010

ADMINISTRATION

7

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
Article I	Recognition	1
Article II	Negotiations Procedures	1-2
Article III	General School Operation	2
Article IV	Communication	2
Article V	Administrative Compensation: Salary	3
Article VI	Benefits	3-8
Article VII	Tax Sheltered Annuities	8
Article VIII	Grievance Procedure	8-9
Article IX	Duration	9

ARTICLE I

RECOGNITION

The Board of Education of the City of Sherrill School District, having determined that the Vernon-Verona-Sherrill Administrators Association (VVSAA) is supported by a majority of the Administrators in the Unit consisting of Principals, Vice Principals and Special Education Coordinator, hereby recognizes the Vernon-Verona-Sherrill Building Administrators as the exclusive negotiating agent for the employees in such unit. Such recognition shall extend until June 30, 2012.

ARTICLE II

NEGOTIATIONS PROCEDURE

1. Dates: During the week commencing the first Sunday after Feb. 1 in the final year of this agreement (the date to be established by the Superintendent and the VVSAA), the parties will enter into good faith negotiations over a successor agreement covering an agreed upon length of time. Proposals to be negotiated by the Association and the Board's delegated representative shall be submitted at the first meeting. Such additional meetings shall be held as the parties may require to reach understanding on the written proposals submitted at the first meeting or until an impasse is reached.
2. Process: Designated representatives of the Board shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, proposals and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting as directed above, such additional meetings shall be held as required by both parties. Meetings shall not exceed two hours unless extended by mutual agreement and shall be held at a time other than the regular school day.
3. Representatives: Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may elect its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counterproposals and reach compromises in the course of negotiations.

ARTICLE II

(Continued)

4. Exchange of Information: Both parties/and or the Superintendent shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

ARTICLE III

GENERAL SCHOOL OPERATION

1. Whenever an administrative vacancy occurs, a representative of the VVSAA shall be involved in the interviewing of the final candidate(s) for said position if a committee is selected.
2. Complaints from building staffs, parents of students, students, or by a community organization received by the Superintendent or brought to the Superintendent by a Board of Education Member, and directed toward an Administrator, shall be called to the Administrator's attention as soon as possible. The Administrator may be required to reply to the Superintendent regarding the complaint.
3. No complaint, letter, or report received by the Superintendent or Board of Education Member directed against an Administrator shall be placed in the Administrator's personnel file without the Administrator's prior knowledge. Administrators may review material in their personnel file with reasonable notice of the Administrator.

ARTICLE IV

COMMUNICATION

1. The Executive Committee of VVSAA and the Superintendent will continue to maintain lines of communication during the school year to discuss matters of mutual concern to both parties through monthly meetings.

ARTICLE V

ADMINISTRATIVE COMPENSATION: SALARY

A. Salary

1. Effective 7/1/2009 increase the 2009-2010 annual salary of all unit members by 4.00%.
2. Effective 7/1/2010 increase the 2010-2011 annual salary of all unit members by 4.00%.
3. Effective 7/1/2011 increase the 2011-2012 annual salary of all unit members by 4.00%.

B. Longevity

Following the completion of each five (5) year continuous period of service dating from 07/01/03, each unit member shall receive an addition of \$500.00 to their salary.

ARTICLE VI

BENEFITS

A. Absences

1. Each Administrator is to be entitled to 20 days per year for personal illness, current illness in the family, death in the family, or personal business. Unused days may accumulate to 220 days.
2. Personal days shall be granted at the discretion of the Superintendent.

B. Proposed Insurance Plan

1. Each Building Administrator shall receive a hospitalization plan (individual or family) paid for totally by the district at least equal to the V.V.S. M.V.P. SelectCare Plan of July 1, 2009.
2. Each Administrator may elect to have an annual medical examination at school district expense not to exceed \$125.00. This may include an eye examination.

ARTICLE VI
(Continued)

3. Individual/Family dental coverage will be through EBS-RMSCO, Inc. or the equivalent paid for totally by the district.
4. Administrators shall receive a term life insurance policy equal to twice their annual salary, or any lesser amount selected by the individual, rounded to the next higher even \$1,000. The Board shall pay 90% of premium while the individual is employed by the district.

C. Prescriptions

The prescription drug co-payment amount shall be as follows:

	Generic	Brand Name	Mail Order
Effective July 1, 2009	\$12.00	\$30.00	\$21.00
Effective July 1, 2010	\$13.00	\$33.00	\$26.00
Effective July 1, 2011	\$14.00	\$36.00	\$31.00

In the event that an equivalent generic product is not available, reimbursement for a brand name drug will be made at the generic co-payment amount.

D. Health Insurance Dual-Coverage Buyout Option

Administrators who are eligible for health insurance paid for by the Vernon-Verona-Sherrill School District and elect to be covered by another out of district health insurance program and do not elect to participate in any district health insurance program will receive a cash stipend under the following requirements:

1. The employee must notify the District through a dual-coverage buyout request form available from the District Office.
2. The employee must have been eligible for but not participating in the District Health Insurance Program for at least one year immediately prior to the payment date.
3. The employee must provide written proof that he or she is covered by another Health Program at the time of application.

ARTICLE VI
(Continued)

4. Any employee who is eligible for Vernon-Verona-Sherrill District Health Coverage and meets all of the appropriate requirements in the other sections or subsection of this Article shall receive a lump sum, non compounding, once per year stipend of \$750.00. The stipend will be paid by the first paycheck in December for the previous school year (e.g. December 2003 paid for not taking coverage October 2002 through November 2003). Each consecutive 12 months of service is considered a new requirement year and all requirements must be met annually.
5. This Subsection shall become null and void should State or National Health Insurance coverage replace the V.V.S. District Health Plan.
6. In the event that an employee loses his/her alternative health insurance coverage due to a qualifying event (as defined by the IRS Section 125 Plan), she/he shall be able to re-enter the health plan in accordance with the rules and regulations of the plan. Any employee who re-enters the plan shall only be entitled to the pro-rata amount of the "opt-out" amount.

For the purposes of the term "qualifying event," it shall be as defined by IRS Section 125. The term includes the following events, but these events are subject to any future revisions made pertaining to qualifying events under Section 125:

- . Marriage or Divorce
- . Death of Spouse or Dependent
- . Birth or Adoption of a Child
- . Judgment, Decree, or Qualified Medical Child Support Order
- . Termination or Commencement of Employment
- . Significant Change in Health Coverage Due to Spouse's Employment or Employment Status

E. Vested Rights of Retirees/Spouse

1. The District shall be prohibited from diminishing the health insurance benefits provided to retirees and their dependents or the contributions such board or district makes for such health insurance coverage below the level of such benefits or contributions made on behalf of such retirees and their dependents by such district or board unless a corresponding diminution of benefits or contributions is effected from the present level during this period by such district or board from the corresponding group of active employees for such retirees.

ARTICLE VI
(Continued)

2. Employees appointed on or after July 1, 2001 shall be eligible for the retiree health insurance coverage described herein if they retire after ten (10) years of consecutive service with the District, excluding Board of Education approved leaves of absences and Family Medical Leave Act leaves of absence. Consecutive service shall be defined as service with the district where no more than thirty (30) unpaid consecutive days lapse after July 1, 2001.
3. Employees appointed before July 1, 2001 shall be eligible for retiree health insurance coverage when they retire after five (5) years of service with the District.
4. The eligible retiree's surviving spouse, if any, shall have the vested right to continue to receive full health insurance coverage under this contract for his or her lifetime under the same terms as the retiree.
5. Medicare Part B: Retirees eligible for Medicare Part A & B will be reimbursed for Medicare premiums by the district.
6. Employees granted disability through the NYS Employees Retirement System regardless of age or length of service with the district shall have the same vested rights to retiree health care coverage.

F. Allowances

1. Administrators shall be reimbursed for approved travel expenses incurred in the performance of their duties, as approved by the Superintendent. The automobile allowance is at the rate established by the district.
2. Each administrator shall receive up to \$675, as approved by the Superintendent, for conference expenses, books, materials, and expenses incurred in the performance of his/her duties. The Administrator shall be reimbursed upon presentation of appropriate receipts.
3. The District will pay up to \$150 membership, for each Administrator in one of the following organizations: NAESP, SAANYS, NAASP, ASCD, or others as approved by the Superintendent.
4. A sum of up to \$300 per year will be available for each administrator for graduate work or related study, as approved by the Superintendent.

ARTICLE VI
(Continued)

G. Work Year

Building Administrators shall be employed for twelve (12) months, as outlined by the Superintendent of Schools.

1. Building Administrators will have 30 days vacation to be taken when school is not in session and with prior approval of the Superintendent. Unused vacation time may not be carried over from one year to the next.
2. Building Administrators will have the holidays as outlined in the CSEA holiday calendar.
3. Thirty (30) days of vacation will be granted on July 1st to each administrator.

H. Terminal Leave Pay/Retirement Incentive

1. Upon service retirement from this district, each unit member who has ten years of credit in the New York State Teachers' Retirement System, earned from employment in the Vernon-Verona-Sherrill Central School District, may elect to be granted consideration for unused sick leave added to their final year's salary.
2. An administrator who elects this option shall be paid \$30.00/day for 150 days (for a maximum of \$4,500) and \$62.50/day from 151 to 220 days (for a maximum of \$4,375.00). Payment for unused days beyond 150 will apply only to administrators who retire during the first year of eligibility for an immediate and undiminished pension under the New York State Teachers' Retirement System.

Retirement incentive pay which meets the above service requirements shall be:

1. \$15,000 in the first year of retirement eligibility for an immediate and undiminished pension under the New York State Teacher's Retirement System, with notification six months prior to resignation. (Eligibility means 1) 10 years' VVS service, 2) 20 years' NYSTRS Credit, and 3) at least 55 years of age)

OR

2. 5,000 in the second year of retirement eligibility for an immediate and undiminished pension under the New York State Teacher's Retirement

ARTICLE VI
(Continued)

System with notification six months prior to resignation. (Eligibility means: one year after all three criteria listed above are reached.)

No further eligibility for the retirement incentive will be available beyond that stated in 1) and 2) above.

ARTICLE VII

TAX SHELTERED ANNUITIES

Payroll deductions for tax sheltered annuity may be granted upon request by an Administrator. This must be in writing and directed to the Superintendent of Schools on the appropriate form supplied by the insurance company. The same amount is to be specified for deduction each month. The request must be made on or before December 1 and must remain in effect for the calendar year. The Administrator must notify the insurance company, in writing, and forward a copy to the school district business office on or before December 1 to terminate the program. Failure to notify the school district business office will result in a continuation of deductions.

ARTICLE VIII

GRIEVANCE PROCEDURE

In order to maintain a more harmonious and cooperative relationship and to resolve differences of opinion between employees and members of the Board of Education with respect to rules and regulations and their enforcement, and in accordance with the State of New York, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences promptly and fairly as they arise which relate to Articles or Sections of this Agreement.

The grievances are defined as alleged violations of the specific language of this Agreement but do not include any matter involving employee's rate of compensation, retirement benefits, disciplinary proceedings, or any matters otherwise reviewable pursuant to law or rule or regulations.

Procedures

Bargaining unit members of the Vernon-Verona-Sherrill School may present their grievance orally or in writing to the Superintendent within twenty (20) working days of the alleged violation.

ARTICLE VIII
(continued)

Failing to receive a satisfactory resolution of the grievance from the Superintendent, the aggrieved person may present the grievance to the Board of Education not less than twenty (20) working days before its next regular meeting. A decision by the Board of Education shall be issued within twenty (20) working days thereafter.

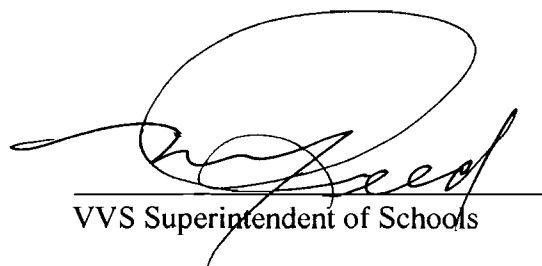
Any employee appealing a grievance beyond the first step may be represented by any person of their choosing, if so desired. The grievance procedure used at each of the above steps shall be informal, the subject only to rules made to assure orderly presentation of all pertinent facts and arguments. Decisions made at the second and all subsequent steps shall be made in writing.

ARTICLE IX

DURATION

This agreement is effective July 1, 2009 until June 30, 2012.

Mr. Anthony C. Micculli
President VV\$AA


VVS Superintendent of Schools

3.23.09
Date

3/31/2009
Date

