



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Holley Central School District and Holley Central School Administrative Association (2009) (MOA)**

Employer Name: **Holley Central School District**

Union: **Holley Central School Administrative Association**

Local:

Effective Date: **07/01/2009**

Expiration Date: **06/30/2013**

PERB ID Number: **5283**

Unit Size:

Number of Pages: **16**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

**Holley Central School District
Administrator Association**

And

Holley Central School District

July 1, 2009 – June 30, 2013

Table of Contents

Preamble.....	3
Article 1 CONCERNING THIS AGREEMENT	3
Article 2 DISTRICT-ASSOCIATION RELATIONS	4
Article 3 LEAVES OF ABSENCE	4
Article 4 VACATION/HOLIDAYS	8
Article 5 PERSONNEL MATTERS	9
Article 6 HEALTH INSURANCE AND SALARY	10
Article 7 GRIEVANCE PROCEDURE	12
Article 8 MANAGEMENT RIGHTS	15
Article 9 MISCELLANEOUS	15
Article 10 DURATION	16

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.

PREMABLE

WHEREAS, this Agreement has been negotiated in compliance with the Public Employee Fair Employment Act, Article 14, of the Civil Service Law of the State of New York; and

WHEREAS, the act grants to public employees the right of organization and representation and the right to negotiate with their public employers in the determination of their terms and conditions of employment, and the administrative of grievances arising there under; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 CONCERNING THIS AGREEMENT

1.0.1 As used in this Agreement:

- (1) "District" means the Holley Central School District.
- (2) "Board" means the Board of Education of the District.
- (3) "Superintendent" means the person appointed by the Board, on a regular or acting basis, to the position of Superintendent of Schools of the District.
- (4) "Administrative Negotiating Unit" means all administrative and supervisory personnel employed by the District, excluding the Superintendent, Assistant Superintendent for Finance/Personnel, Department Heads and Program Coordinators, part-time administrators, long term substitutes, and per diem substitutes.
- (5) "Administrator" means an employee included in the Administrative Negotiating Unit.
- (6) "Association" means the Administrative Association of the Holley Central School District.
- (7) "Party" means the District or the Association.

(8) "Parties" means the District and Association.

- 1.0.2 This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment to this Agreement.
- 1.0.3 It is the intent of the parties that a term or condition of employment expressed in a provision of this Agreement shall prevail unless there is an applicable constitution or statute or regulation which explicitly and definitely prohibits agreements on such a provision.
- 1.0.4 This Agreement becomes effective on July 1, 2009 and shall continue in effect until June 30, 2013.
- 1.0.5 The terms and conditions of employment existing in the District and contained in this Agreement shall be maintained for the duration of the Agreement, unless modified by mutual agreement between the District and the Association.

ARTICLE 2 DISTRICT-ASSOCIATION RELATIONS

- 2.0.1 The Board recognizes the Association as the exclusive representative organization for the Administrative bargaining unit.

ARTICLE 3 LEAVES OF ABSENCE

3.1 Leave of Absence

- 3.1.1 Any Administrator may make application in writing for Leave of Absence through the Superintendent to the Board of Education no later than April 1 of the year preceding the intended leave of absence. The purpose of this leave cannot be for any employment elsewhere. This leave is unpaid and no benefits are accessible or accrue during the leave of absence; seniority does not accrue during the leave of absence. The maximum amount of leave is one fiscal year. The administrator must notify the Superintendent 90 days prior to expected return date to confirm his /her return.
- 3.1.2 It shall be incumbent upon each administrator or director to notify the Superintendent whenever the administrator is absent for any reason

whatsoever from his/her respective building if such absence is other than District business.

3.2 Personal Leave

3.2.1 Administrators shall be entitled to five (5) days leave each year to be utilized for personal reasons. In order to take a personal leave day, the administrator must request the day in writing and the reason at least three days prior to said leave unless the situation requiring the leave is an emergency. If an emergency situation arises, the administrator may claim personal leave immediately. The superintendent must approve the day. Claiming leave for personal reasons shall not reduce the accumulated sick leave of the administrator. Unused personal leave days may be accumulated as sick leave days at the end of each school year. Personal leave is for business that cannot be conducted outside the work day such as a legal, business, religious, graduations, weddings, death of a friend. Personal leave is not for vacations, recreation or to extend a holiday.

3.2.2 The days will be prorated depending on date of hire.

3.2.3 Bereavement Leave – Up to five (5) days leave, with pay, shall be granted to an administrator in the case of the death of an immediate family member as follows: husband, wife, children, mother, father, brother and sister. Up to three (3) days leave, with pay, shall be granted to an administrator in the case of the death of a relative as follows: aunt, uncle, brother or sister in law, grandparents and cousin.

3.3 Sick Leave

3.3.1 Administrators shall be entitled to fifteen (15) days of sick leave with full pay for personal illness or serious illness in the immediate family. Fifteen (15) days shall be available as of the first working day of each school year whether or not an administrator reports for duty on that day. Days will be prorated depending on date of hire. Days of sick leave may be accumulated from year to year to a maximum of 300 days.

3.3.2 The superintendent may require a doctor's certificate for absences in excess of three (3) consecutive work days exclusive of holidays and weekends, which it claims as leave for reason of sickness.

3.3.3 Immediate family, for the purpose of determining sick leave, shall be considered as those members of the administrator's immediate family as follows: husband, wife, children, mother, father, brother and sister.

3.3.4 Maternity Leave

An employee who incurs disability as a result of pregnancy or childbirth shall be entitled to utilize the paid sick leave provisions of this Agreement. An employee who exhausts paid leave during such disability shall be entitled to unpaid leave until the termination of disability.

An employee may apply for a child rearing leave, which shall be granted as an unpaid leave. Written request for such leave shall be made at least sixty (60) calendar days prior to the anticipated commencement of the leave. Employees choosing to perform their duties up to the commencement of disability must request child rearing leave 60 days prior to the date of anticipated delivery as certified by their physician. Commencement of child rearing leave shall be determined by written verification from their physician that they can resume their duties. A child rearing leave shall be without pay or benefits, but the employee may continue health insurance by contributing the full cost of the premiums therefore. An administrator's child rearing leave shall continue for a maximum of one year or earlier. Seniority will not accrue during the unpaid leave of absence. The administrator must confirm his/her return 25 days prior to the expected return date.

In the event that an administrator does not request child rearing leave, she shall be expected to return to work at the termination of her period of disability.

A husband and wife may not invoke this leave simultaneously. Seniority will not accrue during any unpaid leave of absence.

3.4 Jury Duty

3.4.1 Absence due to jury duty in state or federal court shall not be deducted from sick leave allowance or personal leave allowance. Full pay will be made during the duration of the leave. Any compensation received will be assigned to the School District.

3.5 Workers' Compensation

- 3.5.1 A member who is injured on the job and receives Workers Compensation benefits will use sick days during the waiting period. During the course of the Workers Compensation leave the member can use partial sick leave days to supplement the receipt of Workers Compensation benefits. FMLA may run concurrently with this leave.
- 3.5.2 Any compensation benefits received while the administrator is being paid his regular salary shall be assigned to the District.
- 3.5.3 The administrator shall be responsible for any fees or other costs, including attorney's fees, which shall be paid to any representative of the administrator. Such amount shall not be deducted from any amount which might otherwise be received by the District.
- 3.5.4 Unless the administrator has the prior written approval of the District, in the event the administrator engages in any other form of similar work or employment while on a medical leave, disability leave or worker compensation leave from the District, the administrator shall be the subject of immediate discharge. Such permission from the District shall not be unreasonable withheld.

3.7 Military Leave

- 3.7.1 The district shall grant military leave in accordance with state and or federal law.

3.7.2 Sick Leave Bank

- a) The District will allow any unit member to donate any or all sick leave days accumulated over 300 for a maximum bank of 45 days. Unit members may also donate sick leave days to another unit member.
- b) Unit members may request to use the SLB after all of their accumulated sick leave days have been used. The Association Unit President after discussion with the Superintendent/or designee will approve all sick leave days used from the SLB.
- c) Unit members donating sick leave days into the sick leave bank must notify the Business Office.

d) This section is not subject to the grievance procedure.

3.9 Conferences

3.9.1 Professional Conferences – Administrator may attend appropriate professional meetings at local, state and national levels at the expense of the District. Administrator may be eligible to attend one (1) state or national conference each year, provided the budget permits, subject to the approval of the Superintendent. Administrator shall file an itemized account of all meeting/conference expenses with the Business Office in accordance with district policy. The superintendent’s decision is final.

ARTICLE 4 VACATION/HOLIDAYS

4.1 All Association members will receive twenty (20) days of vacation on July 1 of each school year. Unused vacation days will be carried over, 5 vacation per year to a maximum of 30 and 10 carried over as sick days. Upon retirement a unit member may receive a pay out for days carried over and for any accrued days, prorated, to a maximum of \$15,000. The \$15,000 as a non-discretionary amount will be placed into a 403(b) account.

4.2 Each Association member will be eligible for the following holidays with pay. If the actual holiday falls on a Saturday the preceding Friday is the paid holiday. If the actually holiday falls on a Sunday the following Monday is the paid holiday.

- Fourth of July
- Labor Day
- Columbus Day
- Veterans’ Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Day
- New Year’s Day
- Martin Luther King Day
- Presidents’ Day
- Good Friday
- Memorial Day
- One floating holiday at Superintendent’s discretion at the December holiday break time

ARTICLE 5 PERSONNEL MATTERS

5.1 Filling Positions

- 5.1.1 When a vacancy occurs in an administrative position, the District will take immediate steps to fill the position on a permanent basis unless the Board decides to abolish the position.

5.2 Evaluation

- 5.2.1 Administrators shall have their work performance evaluated at least once annually by the Superintendent.
- 5.2.2 Prior to filing an administrator's performance evaluation in his/her personnel file, the administrator shall have the opportunity to meet, discuss and sign the evaluation with the immediate supervisor. Such signature does not necessarily indicate agreement with the contents thereof. An administrator may include a written rebuttal to the evaluation within five work days of the date of the meeting.

5.3 Resignations and Dismissals

- 5.3.1 Administrators desiring to terminate their employment with the District shall notify the Superintendent, in writing, at least thirty (30) days prior to the effective date.

5.4 Personnel File

- 5.4.1 This District shall maintain one official personnel file for each administrator.
- 5.4.2 Recommendations and/or reference checks received at the time of appointment shall not be placed in an administrator's personnel folder.
- 5.4.3 Administrators have the right to review, in the presence of the Superintendent or his designee, and make copies of the non-confidential contents of their personnel file. Evaluations or materials which might be considered derogatory to an administrator shall not be placed in an administrator's file, unless the administrator has had an opportunity to review them. The administrator may also submit a written answer to such material within five work days and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

ARTICLE 6 HEALTH INSURANCE AND SALARY

- 6.1** The District shall offer the Choice Plan (Point of Service) coverage offered through the Orleans-Niagara BOCES Health Consortium. The district may change the plan or carrier at anytime with association consultation.

The District shall pay 95% for the 2009-2010 fiscal year, 95% for the 2010-2011 fiscal year, and 90% for the 2011-2012 and 2012- 2013 fiscal year of the annual premium of the point of service plan.

The point of service prescription drug co-pays will be: \$5 generic, \$10 for brand names and \$25 for non-formulary.

Professional employees presently enrolled in existing plans shall be automatically covered unless they individually withdraw.

Professional employees not presently enrolled in the existing plans shall submit a request for coverage in writing to the Superintendent.

- 6.1.1 In Lieu of Health Insurance – Any unit member who does not enroll in the health insurance plans will receive \$2,500 per year for the life of the contract payable in last paycheck of the year to be prorated. The dental plan is not affected by this clause.
- 6.1.2 Health insurance shall be deemed to exist from July 1st of each year to June 30th of the succeeding year.
- 6.1.3 Health insurance elections must be made by June 15th of the prior year. Elections may not be changed during that school year unless there is a life change: e.g. marriage, divorce, birth, loss of insurance by a spouse, death, etc. during the year.
- 6.1.4 For retirement purposes pertaining to administrators, unused sick leave may be accumulated up to 300 days from the beginning of the administrator's employment by the District. The dollar value of such unused sick leave may be used to purchase a portion of, or all of, the cost of continuation of after retirement for the administrator and/or spouse in the current District group health insurance plan until such sum is exhausted. The dollar value of unused sick leave shall be calculated by multiplying 1/240th of the annual salary by .55 the number of unused sick leave days. When unused sick leave is exhausted, the administrator and/or spouse may remain under the group plan at their own expense. At

the time the unit member becomes Medicare age eligible the District plan becomes secondary to Medicare. At the time the unit member becomes eligible for a senior plan as per the insurance carriers parameters, the unit member will be automatically converted to a senior plan.

- 6.1.5 The dollar value of the sick leave days cannot be converted to or paid out in cash as opposed to being used for health insurance and has no cash value whatsoever.
- 6.1.6 To be eligible for health insurance at retirement the administrator must have worked in the district full time continuously for ten years and actually retire with TRS. A unit member who refuses health care with a post retirement employer loses the health care under this provision.

Dental Policy – The District will pay the annual premium endorsed by Delta Dental Plan.

Dental insurance elections must be made by June 15th of the prior year. Elections may not be changed during that school year unless there is a life change: e.g. marriage, divorce, birth, loss of insurance by a spouse, death, etc. during the year.

- 6.1.7 Married Couple Coverage – For health and dental insurance coverage, administrators who are married to another administrator shall be entitled to one family plan, one two person plan, or two single plans.
- 6.1.8 Life Insurance – The District shall provide group life insurance to all members of the bargaining unit who have completed one year of service in the District.

The policy shall be in the amount equal to the annual salary adjusted to the next higher \$1,000 limited to a maximum of \$50,000.

If at retirement a unit member has been employed by the District in any capacity for fifteen (15) years, their life insurance will continue at employees cost until the age of 70.5. Life Insurance expires at age 70.5 and said coverage will terminate.

If at retirement a unit member has less than fifteen (15) years of District service the amount of the life insurance will be reduced by fifty percent (50%) at retirement at employees cost.

6.1.9 Flexible Benefit Plan - The District will adopt a Section 125 Flex Plan for all unit members at no cost.

6.1.10 An amount will be placed into a 105(h) account for each unit member once per year as follows: \$2000 in the 2009-2010 fiscal year; \$2150 in the 2010-2011 fiscal year; \$2300 in the 2011-2012 fiscal year and \$2300 in the 2012-2013 fiscal year.

6.2 Salary

6.2.1 Effective July 1, 2009, each bargaining unit member will receive a 3.75 salary increase on their June 30, 2009 base salary.

Effective July 1, 2010, July 1, 2011 and July 1, 2012 each bargaining unit member will receive a 3.75% salary increase on their June 30 base salary.

6.3 Professional Dues

The District will grant each unit member up to \$500 for professional dues as requested by the Administrator and approved by the Superintendent.

ARTICLE 7 GRIEVANCE PROCEDURE

7.1 General Matters

7.1.1 The District and Administrative Association have established the following grievance procedure as a means by which the parties and the Administrators can resolve grievances without resorting to more costly and time-consuming proceedings before administrative agencies and/or the courts.

Both parties hereby declare their intent to resolve grievances as quickly as practicable in accordance with this procedure and free from coercion, restraint, discrimination and reprisal.

7.1.2 As used in Article 7:

(1) "Grievance" means a claim by an Administrator that this Agreement has been violated, misinterpreted, misapplied, and inequitably applied.

- (2) "Grievant" means the Administrator or group of Administrators who are aggrieved and who submit the grievance or means the Administrative Association.
- (3) "Grievance Committee" means the committee created and constituted by the Association.

7.1.3 A written grievance must be submitted on the form shown in Appendix A. The District shall maintain its grievance files separate and apart from Administrator's personnel files, but this shall not preclude an entry in an Administrator's personnel file which shows a personnel action taken to effectuate the final resolution of a grievance.

7.1.4 Nothing in this Article 7 shall be construed to limit the right of any Administrator to have that matter informally adjusted without resort to the grievance procedure provided the adjustment is consistent with the terms of this Agreement.

7.1.5 The time limits set forth in Article 7 are essential and shall be strictly adhered to by the Administrator and the parties; provided, however, that any such limit may be extended by mutual consent of the parties in a dated writing signed by duly authorized representatives of the parties. Consent to such an extension shall not be withheld unreasonably by either party.

7.1.6 If a grievance is not appealed within the required time limit, the appeal shall be barred and the grievance shall be deemed satisfied by the last answer given whether or not such satisfaction has been given in writing. If an answer is not given within the required time limit, it may be appealed to the next stage as though it had been answered on the final day permitted by the required time limit.

7.2 Stage 1 – Superintendent

7.2.1 As soon as practicable after the occurrence of the incident of which the grievance arises the grievant and their representative (if requested by the grievant) shall deliver a written grievance outlining the grievance issues

7.2.2 The Superintendent will hold a hearing within ten (10) 15 work days of receipt of the grievance with the grievant and the Association. The Superintendent will issue a written decision within ten (10) 15 work days after the Stage 1 Hearing to the grievant and the Association.

7.3 Stage 2 – Arbitration

7.3.1 If the Association and the grievant are not satisfied with the Superintendent's Stage 1 answer, the Association, not later than the tenth day after the day on which the Superintendent's answer shall:

- (1) write a letter to the American Arbitration Association ("AAA") or Cornell setting forth the information required by 7.3.2 of this Agreement; and
- (2) deliver a copy of the letter to the AAA to the office of the Superintendent.

7.3.2 The letter to the AAA shall:

- (1) identify the grievance being appealed to arbitration by specifying the name of the grievant and the date the written grievance was submitted, both as shown on the grievance form; and
- (2) request the AAA to send to the District (in care of the office of the Superintendent) and to the Association a list of twenty names of arbitrators.

No more than one grievance at a time may be submitted to the same arbitrator unless the parties consent to the submission of multiple grievances in a dated writing signed by their authorized representatives.

7.3.3 Not later than the tenth day after the day on which a party receives its copy of the list of arbitrators, it shall return the list to the AAA with all names unacceptable crossed off and the remaining names numbered in order of the party's preference. The AAA shall then appoint the arbitrator most preferred by the parties. If the AAA finds that no mutual choice has been made from the list, it shall submit a second list of twenty names and the foregoing procedure shall be repeated. If the AAA finds that no mutual choice has been made from the second list, the AAA shall appoint another arbitrator of its own choosing.

7.3.4 The arbitration shall be held in accordance with the Voluntary Labor Arbitration Rules of the AAA as amended and in effect on the execution date of this Agreement to the extent such rules are consistent with this Agreement.

7.3.5 The decision of the arbitrator shall be final and binding on the Administrators and the parties. The arbitrator shall have no power to add to, subtract from or otherwise modify any provision of this Agreement that is contrary to law.

7.3.6 If a grievance is appealed to arbitration pursuant to Section 7.3, such appeal shall constitute a waiver by the grievant and the Council of any and all rights which he and it may have to appeal or petition the subject matter of the grievance to the Commissioner of Education pursuant to Section 310 of the Education Law or the successor thereof. Any such appeal or petition to the Commissioner of Education shall be barred unless it is made not later than the tenth day on which the Grievance Chairman received the Superintendent's answer.

ARTICLE 8 MANAGEMENT RIGHTS

8.1 Except as otherwise limited by the express provisions of this Agreement, the District reserves the right to unilaterally determine the standards of service to be offered by it; to set the standards of selection for employment; to direct and assign its employees; to take disciplinary action; to relieve its employees from duty because of lack of work or for other specific legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which its operations are to be conducted; to determine the content of job classification; to initially allocate positions to pay grades; to take all necessary actions to carry out its mission in emergencies and at other times; and to exercise the complete control and direction over its organization and the facilities, methods, means and technology of performing its work.

ARTICLE 9 MISCELLANEOUS

9.1 Administrators shall participate in the process of recruiting and selecting teachers, classified and administrative personnel subordinate to their positions.

9.2 When the District is closed because of weather conditions Administrators shall not be required to report to work at superintendent's discretion.

9.3 Each Administrator represented by the bargaining unit shall attend all regularly scheduled Board of Education meetings at the request of the Superintendent of Schools.

9.4 The work year is 12 months, July 1 through June 30.

ARTICLE 10 DURATION

10.1 This Agreement constitutes the full and complete Agreement.

All terms and conditions of employment set out in this Agreement shall remain in full force until the parties reach a subsequent agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on this _____ day of _____ 2009.

**Superintendent
Holley Central School District**

Date

**President
Administrator Association**

Date