



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: **Onondaga Central School District and Onondaga Administrators Association (2011)**

Employer Name: **Onondaga Central School District**

Union: **Onondaga Administrators Association**

Local:

Effective Date: **07/01/2011**

Expiration Date: **06/30/2012**

PERB ID Number: **9405**

Unit Size:

Number of Pages: **14**

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/>

AGREEMENT BETWEEN
ONONDAGA CENTRAL SCHOOL DISTRICT
and the
ONONDAGA ADMINISTRATORS' ASSOCIATION

July 1, 2011 - June 30, 2012

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>Page</u>
1 PROCEDURAL AGREEMENT.....	1
2 PERSONNEL FILE.....	2
3 HEALTH INSURANCE	3
4 DENTAL INSURANCE	4
5 EVALUATIONS.....	4
6 BEREAVEMENT DAYS	5
7 ONE (1) YEAR CONTRACT.....	5
8 VACATION DAYS	6
9 SICK LEAVE.....	6
10 PERSONAL LEAVE	7
11 PROFESSIONAL FEES	8
12 PROFESSIONAL DEVELOPMENT/CONTINUING EDUCATION.....	8
13 SALARY AND OTHER COMPENSATION.....	8
14 HOLIDAYS.....	9
15 INCENTIVE AWARD.....	9
16 MILEAGE	9
17 RETIREMENT HEALTH INSURANCE.....	9
18 GRIEVANCE PROCEDURE	10
19 TERMS OF THE AGREEMENT	11

ARTICLE 1**PROCEDURAL AGREEMENT****1.1 RECOGNITION**

During the period of this agreement, the Onondaga Central School Board of Education recognizes the Onondaga Central Administrators' Association as the exclusive negotiating agent for all current certified Supervisors and Administrators; full time and part time (except Superintendent of Schools, Assistant Superintendent, and School Business Administrator).

1.2 AREAS FOR DISCUSSION AND AGREEMENT

This constitutes an agreement between the Superintendent of Schools of the Onondaga Central School District, as ratified by the Board of Education, and the Onondaga Administrators' Association to reach mutual understanding regarding matters related to terms and conditions of employment.

1.3 MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the District and the Board reserve and retain full right, authority and discretion in the discharge of their respective duties and responsibilities, to operate, control, supervise and manage the District Schools and its professional staff and otherwise retain all rights, authority and discretion which are exclusively vested in the Board and the Administration under governing law, ordinances, rules and regulations as set forth by the Constitution and Laws of the State of New York and the Rules and Regulations of the Commissioner of Education.

1.4 PROCEDURES FOR CONDUCTING NEGOTIATIONS

1.4.1 Negotiating Teams: The Board and/or its designated representative(s) will meet with representatives designated by the Onondaga Administrators' Association for the purpose of discussion and reaching mutually satisfactory agreements.

1.4.2 Negotiation Meetings: The Board of Education and/or designated representative(s) shall meet at mutually agreed upon places and times with representative(s) of the Onondaga Administrators' Association for the purpose of affecting a free exchange of facts, opinion, proposals, and counter-proposals in an effort to reach a mutual understanding and agreement. All meetings will be executive sessions. Following the initial meetings as described, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.

1.4.3 Exchange of Information

1.4.3.1 Both parties and/or Superintendent shall furnish each other, upon reasonable written request, all available information pertinent to the issue(s) under consideration.

1.4.3.2 Answers to proposals shall be submitted to the other party within a mutually determined time.

- 1.4.4 Consultants: The parties may call upon consultants to assist in preparing for negotiations and to advise them during conference sessions. The expense of such consultant shall be borne by the parties requesting them.
- 1.4.5 Release of Information: The parties agree that, during the period of negotiations and prior to reaching an agreement, any item to be released to the public concerning these negotiations will be first submitted to the opposite party of discussion between the chief negotiators. This should not be interpreted as a method of blocking the release of this information.
- 1.4.6 Reaching Agreement: When consensus is reached covering all areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Onondaga Administrator's Association and the Board of Education for approval. Following approval by a majority of the Onondaga Administrators' Association and by a majority of the Board of Education, it shall be signed by the Superintendent and the President of the Onondaga Administrators' Association and shall become a part of the official minutes of the Onondaga Central School Board of Education. When appropriate, provisions in the agreement shall be reflected in the individual certificated employee's salary notice. The agreement shall not discriminate against any member of the Onondaga Administrators' Association regardless of membership or non-membership in any local professional organization.

ARTICLE 2

PERSONNEL FILE

- 2.1 The District will maintain a personnel file for each unit member. This file will be located in District central offices and will be maintained in the following manner:
- 2.2 Each unit member will be evaluated at least one time per year by the Superintendent of Schools.
- 2.3 Each unit member's personnel file will be available for his/her perusal by appointment. It will be the unit member's prerogative to have a representative present during the viewing of the file. The review shall be conducted in the presence of an appropriate District official or his/her designee.
- 2.4 Unit members shall have the right to copy the contents of their personnel file.
- 2.5 A unit member shall have the right to answer, in writing, any complaint or derogatory material in his/her file. The answer is due within ten (10) working days after the unit member first sees such complaint or derogatory material. The written response shall be reviewed by the Superintendent and attached to the complaint within ten (10) working days.
- 2.6 All documents that are evaluative or disciplinary in nature, before being placed in the unit member's personnel file, will be copied to the unit member who will sign and date a receipt of verification.

ARTICLE 3**HEALTH INSURANCE**

- 3.1 The Board agrees to contribute towards the cost of health insurance, ninety-five percent (95%) of the cost for employee benefits and seventy percent (70%) of the cost of dependents' benefits. Except as herein stated, the extent of coverage will not be reduced during the term of the Agreement
- 3.2 The District shall provide a prescription drug card rider wherein participants will pay a \$5.00 co-pay for a thirty (30) day supply of generic drugs and a \$20.00 co-pay for a thirty (30) day supply of brand name drugs. In addition, there shall be a mail order drug option wherein participants will pay a \$10.00 co-pay for a ninety (90) day supply of generic drugs and a \$40.00 co-pay for a ninety (90) day supply of brand name drugs.
- 3.3 The District contribution towards the cost of coverage under an HMO will be limited to the dollar contribution by District to the premium rates for the non-HMO Plan.
- 3.4 Dependent Eligibility shall be governed by the terms and conditions of the agreement between the CNY Health Care Consortium and Excellus.

3.5 Leave Without Pay

Coverage may be continued while on an approved leave of absence without pay as long as the employee pays the total applicable premium cost at the group rate.

3.6 Death of Enrollee – Survivor Coverage

Medical coverage will continue for three (3) months without cost to the presently enrolled and covered dependent(s) of active employees. If the deceased employee had ten (10) years of District service, the surviving dependent(s) can continue in the group by paying the full premium. If the deceased employee had less than ten (10) years of District service and death was due to a work related accident, the surviving dependent(s) can continue in the group by paying the full premium.

- 3.7 Health Insurance Opt-out. Effective July 1, 2009, Administrators who show proof of other health insurance coverage may receive an annual payment of two thousand dollars (\$2,000) for opting out of the District health insurance plan, subject to the conditions set forth in Section 3.7.

3.7.1 Eligibility criteria. The following criteria shall apply in order for Administrators to be eligible for the annual opt-out payment:

(a) Administrators shall submit a request to opt-out in writing to the Superintendent by July 1. The opt-out will become effective July 1; and

(b) Administrators must show proof of other health insurance coverage at the time the request to opt out is made.

3.7.2 Payment. Payment will be made to a non-elective tax sheltered annuity within fifteen (15) business days after the anniversary date of the effective date of the opt-out.

3.7.3 Reenrollment. Participating Administrators may reenroll in the District’s health insurance plan during designated open enrollment periods upon written request to the Superintendent. In the event of reenrollment, the amount of the opt-out payment will be prorated from the date of the opt-out to the date of reenrollment, based upon an annual opt-out payment figure of \$2,000.00. Prorated payment will be made within fifteen (15) business days of the date of reenrollment.

3.8 Insurance Company or Plan Changes

3.8.1 In the event the insurance carrier discontinues the current insurance plan and implements a new plan, the parties agree to meet, and discuss, the implementation of, and schedule of benefits contained in the new plan.

3.8.2 If the insurance carrier unilaterally changes coverage or the schedule of benefits within an existing insurance plan, the parties agree to meet and discuss the changes and/or the impact of the changes.

ARTICLE 4

DENTAL INSURANCE

4.1 Bargaining unit employees may participate in the group dental insurance program. The District shall contribute the following amounts toward the premium for each participating member for individual coverage or for family coverage:

2011-12 \$265.00

4.2 To be eligible for dental insurance coverage, an employee must have been hired on a salaried basis for a minimum of fifty (50%) percent of a regularly scheduled work week for an anticipated period of employment of at least three (3) months. A unit employee who is involuntarily reduced below the 50% threshold eligibility shall have his/her insurance continued as the same rate of contribution if (s)he continues employment.

ARTICLE 5

EVALUATIONS

5.1 The parties hereto understand and agree that an annual evaluation will be required of all Onondaga Central Administrators and covered by these terms and conditions of employment commencing with the 2005-2006 school year.

5.2 Each Administrator will be evaluated annually by the Superintendent of Schools. In collaboration with the Superintendent of Schools, goals for each school year will be put in writing by August 30th in each successive year.

- 5.3 A written evaluation shall be provided and a personal conference held on or before July 30th of the following year for each and every year. Results of this evaluation shall be shared with the Board of Education before it is placed in the employee's file.
- 5.4 An Administrator shall have the right to respond in writing to any evaluation. Such response shall be received by the Superintendent within 10 days of the Administrator's receipt of his/her evaluation and shall be placed with the evaluation in the Administrator's personnel file.
- 5.5 In the event an Administrator receives an unsatisfactory evaluation, his/her salary increase scheduled for the ensuing year shall be held in abeyance until s/he meets with the Superintendent. The meeting with the Superintendent shall take place within ten (10) working days following the completion of the written evaluation. Following such meeting the Superintendent shall make a recommendation on the denial or modification of the salary increase scheduled for the ensuing school year and review his/her findings and recommendations with the Board of Education.
- 5.6 If a majority of the Board of Education accepts the Superintendent's findings and recommendations of unsatisfactory performance, then the Administrator shall be given the opportunity to meet with the full Board, in executive session, to present additional documentation or testimony in his behalf. The Superintendent of Schools shall be present for such meeting.
- 5.7 The decision of the Board shall not be arbitrary or capricious. The decision of the Board shall be final and binding upon the Administrator and will be applicable only for the one (1) school year under review. The Board of Education's sole responsibility and determination shall be limited to the determination of the salary increase to be granted to the Administrator.
- 5.8 The parties agree that the Administrator's Association and the Superintendent will discuss and agree upon the mechanism used for evaluations.

ARTICLE 6

BEREAVEMENT DAYS

Five (5) days per year for death in the immediate family shall be allowed without loss of pay. These days are not accumulative. Immediate family will be regarded as employee's father, mother, grandparents, grandchildren, ward, guardian, sister, brother, son, daughter, significant other, wife, husband or those except wife and husband, of the same relationship by marriage.

ARTICLE 7

ONE (1) YEAR CONTRACT

This agreement shall be in full force and effect as of July 1, 2011 through June 30, 2012.

ARTICLE 8**VACATION DAYS**

- 8.1 All Administrators shall be entitled to fifteen (15) vacation days (1.25 days per month) for the first, second and third years of full-time, 12-month service to the district. For the fourth and fifth years of full-time, 12-month service to the district, all Administrators shall receive 20 vacation days per year (1.66 days per month). Beginning with the sixth year of full time, 12-month service to the district and thereafter, all administrators employed by the district before July 1, 2006 shall be entitled to 25 vacation days per year (2.08 per month). Earned vacation is credited on July 1st of each succeeding fiscal year, i.e., on July 1, 2005 (i.e., assuming the Administrator worked the entire previous school year, he/she would be credited with his/her full allotment of vacation days.) Use of vacation days must be pre-approved by the Superintendent.
- 8.2 On July 1st of each year, an Administrator may convert up to five (5) unused vacation days from the previous school year into compensation at his/her per diem rate for the previous school year. The Superintendent must receive a written request for such conversion by June 30th of each school year in order to be eligible for same.
- 8.3 Vacation time must be used within twelve (12) months following the date in which it is credited. However, Administrators will be entitled to carry over five (5) unused vacation days into the next fiscal year which must be used by December 31.

ARTICLE 9**SICK LEAVE**

- 9.1 On July 1 of each year, a maximum of ten (10), eleven (11), or twelve (12) days' absence from service normally provided shall be available annually without loss of remuneration to each ten (10), eleven (11) or twelve (12) month employee, respectively, provided such absences are due to personal illness or disability, or for employee medical/dental appointments. The Administrator shall be entitled to use a maximum of 5 of his/her allotted days each school year for illness to immediate family. "Immediate family" will be regarded as the Administrator's father, mother, grandparents, grandchildren, ward, guardian, sister, brother, son, daughter, significant other, wife, husband or those except wife and husband, of the same relationship by marriage. The daily gross rate of sick leave pay will be equal to the regular daily rate of pay earned during the school year in which such absences occur.
- 9.2 In the event an employee exhausts his/her accumulated sick leave or family illness leave, additional sick leave days may be allowed upon the recommendation of the Superintendent and approval of the Board of Education.
- 9.3 Upon retirement, pursuant to eligibility provisions of the Retirement System, an employee enrolled in the NYSTRS shall be granted a retirement award for each day of accumulated sick leave remaining to the credit of the employee on the last day of the employee's employment with District. In order to be eligible for the retirement award, the employee must have served for at least ten years in the District and be first eligible for retirement. The employee must give six (6) months' notice prior to his/her retirement. In the event of a disability retirement, the

notice period shall be waived. The retirement award shall be calculated according to the following rate:

1 to 50 days	\$25 per day
51 to 150 days	\$45 per day
151 to 200 days	\$65 per day
201 to 400 days	\$75 per day

9.4 Physical Examinations

9.4.1 At the commencement or termination of an extended leave (or at other times determined by the Board of Education), the Superintendent may request, at District expense, a physical examination from an employee's own physician to determine the physical and/or mental ability of said employee to perform his work in a satisfactory manner. Under Section 913 of the Education Law, the Board may require any employee to submit to an examination to perform his/her duties.

9.4.2 If the Superintendent is not satisfied with the examination, he/she may request, at District expense, that it be performed by the District's physician.

9.4.3 If there is a difference of opinion between the employee's physician and the school's physician, the Superintendent will request, at District expense, the employee's physician and school's physician to select a third physician whose opinion would be binding on the parties concerning the health status or prognosis affecting the employee.

9.5 During the Leave of Absence

9.5.1 The Administrator will retain all unused accumulated leave days.

9.5.2 Unless specified and agreed to in writing by the Board of Education in advance, an unpaid leave of absence will not entitle the Administrator to the acquisition of a salary increase during the absence or shall it be counted as service rendered for seniority or step placement purposed if the Administrator works in the district less than five (5) months during the year in which the leave is implemented.

ARTICLE 10

PERSONAL LEAVE

10.1 Personal Leave: Twelve month Administrators are entitled to absence from their duties for personal reasons. The employee must request this leave, and the approval of it is at the discretion of the Superintendent of Schools. If personal leave is requested and granted for fewer than five (5) days, then the difference between the number of days requested and granted and five (5) days will be credited to the employee's sick leave accumulation.

ARTICLE 11

PROFESSIONAL FEES

- 11.1 The District will pay for the membership in one professional education related organization per year.

ARTICLE 12

PROFESSIONAL DEVELOPMENT/CONTINUING EDUCATION

- 12.1 The Superintendent and Board of Education recognize the importance of professional development for administrators and will give consideration to the development of programs for the professional improvement of the administrators.
- 12.2 In order that members of the Bargaining Unit maintain professional competence, excused absences with pay will be granted to any member of the Unit to attend professional meetings, conferences and workshops when approved by the Superintendent.
- 12.3 The following procedure will be followed by all administrators in requesting approval to attend professional meetings:
- 12.3.1 Conference attendance requests must be submitted on the standard conference forms provided.
- 12.3.2 The conference form, when approved, will be returned to the administrator. Each administrator must file a written conference attendance report to the Superintendent of Schools concurrent with the submission of the expense voucher.
- 12.3.3 All travel expense claims are to be accompanied by descriptive documentation describing the purpose, date and mileage of each trip and are to be turned in to the Business Office within two (2) weeks of each trip.
- 12.3.4 All other mileage claims are to be turned in to the Business Office on a quarterly basis.

ARTICLE 13

SALARY AND OTHER COMPENSATION

Subject to the provisions of Article 5:

- 13.1 Each current member of the bargaining unit returning for the 2011-12 school year shall receive a 2.0% salary increase.
- 13.2 The provisions in this Article shall apply only to the following individuals: Administrators currently employed by the District, Administrators who retired during the period covered by this contract, and Administrators who were laid off in accordance with the applicable provisions of the Education Law during the period covered by this contract.

ARTICLE 14

HOLIDAYS

14.1 Listed Holidays are as follows:

- | | |
|------------------------|------------------------|
| July 4 | Christmas Day |
| Labor Day | Day after Christmas |
| Columbus Day | New Year’s Day |
| Veteran’s Day | Martin Luther King Day |
| Thanksgiving Day | Famous American’s Day |
| Day after Thanksgiving | Memorial Day |

In addition, all Administrators will receive two (2) floating holidays each year that may be used with the prior approval of the Superintendent.

ARTICLE 15

INCENTIVE AWARD

Incentive Award: Administrators shall receive a one-time payment of \$780.00 at the conclusion of the first five (5) years of consecutive District service as an Administrator, \$1,050.00 at the conclusion of ten (10) consecutive years of District service as an Administrator, \$1,300.00 at the conclusion of fifteen (15) consecutive years of District service as an Administrator, and \$1,560.00 at the conclusion of twenty (20) consecutive years of District service as an Administrator.

ARTICLE 16

MILEAGE

- 16.1 All travel from administrator’s office for in district and out of district meetings, events, conferences, workshops, etc., shall be paid to the administrator at the rate established by the Board of Education.
- 16.2 A written request for compensation for other travel required by the District shall be submitted to the Superintendent for approval **prior** (as soon as known) to the event.

ARTICLE 17

RETIREMENT HEALTH INSURANCE

Benefits Upon Retirement

- 17.1 The following benefit is provided for full time administrators who have completed fifteen (15) years of service with the District, as an administrator, and who actually retire from District service pursuant to the provisions of the New York State Retirement System on June 30, of the retirement year, and receive a pension annuity from the New York State

retirement system. The member must submit an irrevocable letter of intent to retire at least six months in advance of the retirement date.

If the employee is unable, due to sickness or other disability of the employee, to submit a letter of intent to retire at least six months in advance, a written request shall be submitted, as soon as reasonably possible, to the Superintendent for approval.

17.2 The Benefit is as follows:

If the administrator meets the aforementioned criteria, the District will contribute toward the cost of his/her health insurance, for the individual premium, a flat dollar amount equal to the value of 95% of the administrator's individual premium, with the remaining 5% being paid by the retiree. The retiree at his/her option may elect to have family coverage instead of the individual coverage. Changes may be made to this election during any open enrollment period. If the retiree elects to have family coverage, it is understood that the District shall only pay the dollar amount equal to the individual coverage, and shall apply that dollar amount to the family coverage. The retiree shall then be responsible for the remainder of the amount of the family premium.

The District will be obligated to continue this coverage until the administrator reaches age 70.

17.3 Association members have the right to continue coverage or enroll in the group health and/or dental insurance plans at the time of retirement or when the above-mentioned benefit ends. The retiree will then be responsible for the total premium.

ARTICLE 18

GRIEVANCE PROCEDURE

A. Declaration of Policy.

It is the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise from provisions included in this Agreement.

B. Definitions.

1. Grievance shall mean any alleged violation and/or misinterpretation of any provision of this Agreement.
2. Aggrieved shall mean any unit member who alleges a grievance.
3. Representative shall mean the person or persons designated by the aggrieved as his counsel or to act in his behalf.

C. Basic Principles.

1. Throughout all stages of grievance, the aggrieved shall be allowed to have a representative.
2. During all procedural stages, each party to a grievance shall have access at reasonable times to all written statements and records pertaining to the case.

3. All hearings shall be confidential and conducted in private, to the extent allowed by law.
4. The time limits specified in this article for either party may only be extended by mutual agreement.
5. If a decision at Stage 1 is not appealed to Stage 2 within the time limit specified, the grievance will be deemed discontinued.
6. If the Superintendent fails to issue a written determination within the time limits specified in Stage 1, the grievance will be deemed denied. In addition, the alleged aggrieved may proceed to Stage 2 within the time which would have been allotted had the decision been communicated by the final day at Stage 1.

D. Procedure

Stage 1. Superintendent

(a) The aggrieved will discuss said grievance with the Superintendent of Schools within twenty (20) business days of the time the aggrieved knew or should have known of the act or condition on which the grievance is based. At this time, the aggrieved will submit in writing the intention to seek resolution of the matter according to the grievance procedures, and the aggrieved party shall request in a written statement a review by the Superintendent.

(b) Within fifteen (15) business days of receipt of request from the aggrieved, the Superintendent shall make a determination and communicate in writing such determination to the aggrieved party.

Stage 2. Board of Education

If the grievance is unresolved, the aggrieved may, within ten (10) business days of the determination by the Superintendent, make a written request to the President of the Board of Education for review and determination. Within twenty (20) business days of receiving said request, the Board shall hold a hearing to obtain further information from the parties regarding the grievance. All written statements and records of the case must be submitted to the Board through the Association President by the Superintendent of Schools. The Board shall render a written decision within fifteen (15) business days after conclusion of the hearing informing all involved parties of its decision and reasons therefore.

ARTICLE 19

TERMS OF THE AGREEMENT

19.1 TERM

This agreement shall be in effect from July 1, 2011 through June 30, 2012, or until replaced by a successor contract, except that after June 30, 2012, no raises or increments will be paid until a new agreement is negotiated.

19.2 NEGOTIATIONS

Negotiations concerning any proposed items shall proceed in accordance with the provisions set forth in the Procedural Agreement for negotiations.

19.3 AMENDMENTS

Amendments resulting from such negotiations shall take effect the following July 1st or at such other time as may be mutually agreeable to both parties.

19.4 LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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.

19.5 SIGNATURES

For the Association

For the District

Margaret Hart, President
Onondaga Administrators' Association

Joseph A. Rotella
Superintendent of Schools

Date:_____

Date:_____