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AGREEMENT BETWEEN
THE
SUPERINTENDENT
OF THE
MALONE CENTRAL SCHOOLS
AND THE
MALONE ADMINISTRATORS' ASSOCIATION

July 1, 2014 - June 30, 2018

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PREAMBLE

The Agreement made as of the 8th day of February, 2004 between the Malone Central School District, maintaining its principal office at Franklin Academy, Malone, New York, hereinafter referred to as "employer" and the Malone Central School Administrators' Association, residing at Malone, New York, hereinafter referred to as "administrator", witnesseth:

WHEREAS, the employer and the administrator recognize and declare that providing the finest quality education for the children of the Malone Central School District is their mutual aim and purpose;

NOW, THEREFORE, in furtherance of said aim and purpose, it is agreed as follows:

ARTICLE I **RECOGNITION**

The Board recognizes the Association for purposes of collective negotiations pursuant to the Public Employees Fair Employment Act and agrees to negotiate with said Association as the exclusive representative of all Principals, Assistant Principals and Directors with respect to salaries, wages, hours, and other terms and conditions of employment, and in the administration of grievances arising thereunder.

ARTICLE II **RIGHTS AND RESPONSIBILITIES**

A. An administrator is employed to direct and coordinate, under the supervision of the Superintendent of Schools, the planning, operation, and evaluation of the educational program of the Malone Central School District. An administrator shall perform such duties as may reasonably be required by the employer for the efficient administration of the educational program for said District. The employer shall not assign duties to an administrator which may subject him to exclusion from a professional association authorized by Article 14 of the New York Civil Service Law.

B. Matters of pupil supervision which result from negotiations with teachers by the Superintendent which relieve teachers of non-instructional duties, shall not be resolved by adding to the duties of Administrators except in emergencies of short duration.

C. The administrator shall be consulted by the Superintendent or his/her designee prior to actions affecting all personnel or program within that administrator's area of responsibility. The final decision on personnel matters will, however, rest with the Superintendent.

D. An Administrator shall serve as an advisor, as required, to the Board's negotiating team in its negotiations with other employee units. This participation will only be for the purpose of obtaining the Administrator's advice and will not constitute actual negotiations on behalf of the Board. None of the duties performed in accordance with this section shall constitute a basis for "managerial" designation under Section 201(7) of the Taylor Law.

E. The Administrator Unit shall be provided with the same printed information provided other bargaining units within the District except for privileged/confidential or that which would violate established ground rules for negotiation with another bargaining unit.

ARTICLE III **REQUIRED PER TAYLOR LAW**

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 IV **SAVINGS CLAUSE**

If any provision of this Agreement is or shall at any time be judged contrary to law in a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced or subject to the grievance procedure, except to the extent permitted by law. However, all other provisions of this Agreement will continue in effect.

ARTICLE V
PROFESSIONAL DEVELOPMENT

A. Administrators shall be permitted to attend State, Regional, National and Canadian conferences and graduate level courses and workshops at the expense of the District. A pool of \$5,000 per year, exclusive of mileage and airfare, shall be made available for the entire administrative group. A meeting of all administrators will take place for the discussion and approval of individual requests to be submitted to the Superintendent for his approval. All approved attendance will be for conferences that have as their focus, the acquisition of knowledge and/or skills that will further the goals of the District. Additional funds shall be made available for these purposes at the discretion and approval of the Superintendent.

B. The Board recognizes that participation in the activities of professional organizations will contribute to the professional growth of the administrative staff and thus be beneficial to the School System. The Board agrees to pay on behalf of each administrator for membership in professional organizations of his/her choice up to a total of \$200 annually. Accordingly, the Superintendent will approve requests by administrators to participate in such activities to the extent that, in the Superintendent's judgment, they do not unreasonably impinge upon performance of each individual's duties in the school, it being understood that a special effort will be made to accommodate the needs of an individual who is undertaking some infrequent, special responsibility such as an officer of his/her professional association.

ARTICLE VI
JOB SECURITY

Any discussion regarding the elimination of an administrative position shall include representatives of the Association. When such discussion concludes with a District decision to eliminate said position(s), the individual(s) to be excessed will be entitled to at least six months prior notice. In the event that the District does not wish to provide the excessed individual(s) with the full six months notice, it may opt to give a shorter notice with the understanding that the effected administrator(s) shall still be entitled to a total of six month's salary from the date of notification.

ARTICLE VII
TRANSFERS

A. **Voluntary Transfers**

1. All positions for administrative openings in the district will be posted internally for 10 days to allow district administrators an opportunity to apply for internal positions.
2. An administrator, with seven (7) years or more of experience, whose position has been abolished, will have the ability to transfer to another position for which they are administratively certified based on their seniority within the district.

(For example a 7 year employee whose position is abolished may assume the position of a 1 year administrative employee in the district if the 7 year employee is certified in the same area of the one year employee.)

B. **Involuntary Transfers**

When the Superintendent and the Board of Education find it in the best interest of the district, a transfer or reassignment can be made. At the discretion of the Superintendent and the Board of Education, volunteers may be sought before an involuntary transfer occurs.

ARTICLE VIII
AFFIRMATION AS TO NO STRIKES

The Association affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike or to impose an obligation upon its members to conduct or to participate in such a strike.

ARTICLE IX
FRINGE BENEFITS

A. **Health Insurance**

1. Health Insurance:
 - a. Coverage for active unit members shall be provided through the present health insurance plan (Classic Blue Indemnity). Choice of which plan to enroll in shall be entirely at the discretion of the unit member. Unit members hired after July 1, 2014 or upon date of ratification of this agreement by both the Malone Administrators' Association and Malone CSD Board of Education (whichever is later) shall be enrolled in the PPO-J Health Plan if eligible for health insurance. Unit members shall be responsible for paying the

following amounts divided into equal increments over the course of each year's salary schedule for individual, super family or family coverage:

Classic Blue Indemnity

Year	Individual	Super Family	Family
2014-2015	\$427.20	\$566.00	\$1132.00
2015-2016	\$452.84	\$599.95	\$1199.90
2016-2017	7%	7%	7%
2017-2018	8%	8%	8%

PPO-J Premium Share

Year	Individual	Super Family	Family
2014-2015	\$225.72	\$299.03	\$750.00
2015-2016	\$239.25	\$316.97	\$900.00
2016-2017	7%	7%	7%
2017-2018	10%	10%	10%

- b. Current members opting to switch to the PPO-J plan prior to July 1, 2014 shall be entitled to one of the two following incentives.
 - i. \$1,000 added to their 2014-2015 base salary.
 - ii. \$4,000 not added to base salary payable over the course of a year and half as follows:
 - 1. January Enrollment Period: \$1,000 at time of effective date, \$2,000 6 months later and \$1,000 twelve months after the previous payment.
 - 2. July Enrollment Period: \$2,000 year 1, \$2,000 in year 2 (when choosing this option all unit members must choose the same method of payment).
- 2. From retirement at age 55 or older the Malone Central School District will pay full Health Insurance for the retiree and 50% Health Insurance coverage for the spouse. To be eligible to receive these benefits an administrator must have ten years of service in the District. In addition to these benefits the District assures retired administration personnel benefits equal to or greater than those of retired Malone Federation Teacher Employees.
- 3. A Malone Central School Administrator who is covered or eligible to be covered under the FEH Health Benefits Consortium and whose spouse is

not covered under the FEH Health Benefits Consortium but has health insurance outside the FEH Health Consortium, may decline health insurance coverage from Malone Central and receive \$3,500 annually. Staff members who are eligible for individual coverage, yet choose to decline coverage because they are able to receive health insurance from a source other than the FEH Consortium will receive \$1,750 annually. One half of the payment will be given to the member in their final December paycheck and other half in their final June paycheck.

The member shall not be precluded from re-entering the plan, however, payment for withdrawal will be on a pro-rated basis. Once an employee has left the plan, they may only re-enter the plan during one of the approved re-opening periods for that year.

B. Dental-Optical Insurance

The District shall provide coverage for dental-optical insurance plan premiums to an aggregate total of \$2,000 for each contract year for active employees.

C. Sick Leave

1. Each administrator shall be granted cumulative sick leave for personal illness at a rate of fourteen (14) days per year to a maximum of 250 days. If accumulated sick leave time becomes depleted, the administrator so affected may submit a written request to the Sick Leave Pool Committee for consideration to extend the sick leave allocation.

2. Each administrator may utilize accumulated sick leave days for family illness. For the purpose of this section, "family" shall refer to the spouse, child, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, or person permanently residing in the home of the administrator and for whom the administrator holds primary care responsibility.

3. Each administrator may utilize accumulated sick leave days for death in the family. For the purpose of this section, "family" shall refer to the spouse, child, parent, parent-in-law, brother, sister, grandparents, or person permanently residing in the home of the administrator and for whom the administrator holds primary care responsibility.

4. A **sick leave pool** consisting of a maximum of 150 days per school year shall be made available to the Administrative Unit. The days available in the pool will come from donations of sick leave days made by members of the Unit with a 2:1 matching of days from the District (2 days unit members: 1 day District). Each administrator may contribute up to ten (10) sick leave days from his/her accumulated total prior to July 31 of the school year, so long as that donation plus the District's contribution does

not cause the total number of days in the pool to exceed the maximum allowed.

A committee will be established each year to administer the sick leave pool. That committee will be composed of one administrator, one Board Member, and the Superintendent. It will be the duty of that committee to develop a procedure through which application to use days from the pool will be made and approved or disapproved.

It is agreed that an administrator may only make application to the sick leave pool committee after he/she has exhausted his/her own accumulated sick leave days.

D. **Personal Leave**

1. Each administrator will be granted up to five (5) days of absence per year for attending to business of a personal or legal nature which cannot be conducted outside of the normal workday. A reason need not be given; however, the following list of examples is indicative of the purpose for which such leave may be utilized:

- Fire, Flood or similar emergency in the home
- Appearance in court
- Birth and/or wedding
- Reading of will or pertinent estate settlement
- Enrollment of a member of the family in an institution of higher learning
- Honor confirmed on an administrator or a member of the family

If it should become necessary to utilize more than three (3) days, permission to do so may be granted by the Superintendent upon written request of the administrator.

2. When possible, the administrator utilizing such leave will notify the Superintendent's Office on the appropriate forms at least two (2) days in advance of the intended absence.

3. At the close of the school year, unused personal leave days shall be added to any accumulated sick leave day total so long as that addition of days does not cause the total accumulated sick leave to exceed 250 days.

E. **Community Service Leave**

Approval for the use of community service leave will be at the discretion of the Superintendent of Schools. If approved, such leave will not be charged to other accumulated leave.

F. **Sabbatical Leave**

A sabbatical may be granted by the Board of Education to any administrator making application for the purpose of pursuing independent research, professional growth and achievement. The following procedures and requirements will be adhered to regarding sabbatical leave:

- 1) Seven (7) years of consecutive service in the District.
- 2) Possess permanent certification.
- 3) Agree to return to the District for a period equal to twice the time of the leave.
- 4) Leaves shall be granted for either one-half (1/2) or one (1) year.
- 5) Salary will be one-half (1/2) the annual salary whether the duration of the leave is one full year or for one-half (1/2) year.
- 6) The program must have prior approval of the Board of Education and Superintendent.
- 7) No more than one (1) sabbatical leave shall be granted during any one (1) year to reflect July 1 to June 30.

G. **Military Leave**

Any administrator shall be paid all salary and other benefits for any and all periods of absence to a maximum ordered temporary duty, as required by New York State Military Law. In case of any extended leave brought about by military obligations, the administrator affected shall be subject to the New York State Military Law and any other State or Federal statutes which may apply.

H. **Child Rearing**

In conjunction with a birth or adoption, an administrator will be entitled to an unpaid leave of absence for up to one (1) year.

I. **Work Year**

1. Administrators shall be 12-month employees with the work year beginning on July 1 and ending on June 30.

2. Administrators will work all weekdays except for the paid holidays celebrated by other 12-month employees of the district (currently totaling fourteen). In addition, 12-month employees will receive twenty (20) vacation days, increasing to twenty-five (25) vacation days at the completion of seven (7) years service to the district.

*With the prior approval of the Superintendent the Director of Physical Education and Athletics may work weekend days and paid holidays in place of weekdays. The compensatory weekdays shall be taken when school is not in session. Any administrator who fulfills an approved District function on a Saturday, Sunday, or holiday is eligible for the same consideration, upon approval of the Superintendent.

3. All proposed vacation days will be submitted to the Superintendent for

approval prior to scheduled implementation to assure that adequate and appropriate district-wide coverage will be maintained throughout the calendar year. Administrators shall submit a proposed schedule of vacation days to the Superintendent of Schools as follows:

<u>Proposed Vacation Days</u>	<u>Submitted to Superintendent</u>
July 1 - August 31	June 15
September 1 - January 31	September 1
February 1 - June 30	February 1

Upon notification to the Superintendent, proposed vacation schedules may be altered after consultation with the administrator. Notification can be oral or written but is subject to approval by the Superintendent or his designee.

4. When the duties of the job, or the Superintendent, require an Administrator to work extra days, he/she shall receive compensatory time on a day for day basis. Compensatory time, or payment in lieu of same, is to be taken through mutual agreement of the Administrator and the Superintendent. Extra days will not be worked in anticipation of payment or compensatory time without prior written approval of the Superintendent.

5. Vacation days are to be utilized during the year allocated and not accumulated from one year to the next.

6. Days designated as school recesses are to be charged to vacation allocations if so utilized.

7. **Incident Weather/School Closing Days**

Administrators are 12-month employees and as such are expected to work on days that schools are closed for incident weather. An administrator may choose to use vacation, sick or personal time if he/she should feel the need to not report to work. If an administrator wishes to work on an Incident Weather/School Closing day but feels that he/she cannot drive to work safely he/she should contact the Superintendent to work out other arrangements. These other arrangements could include working from another location or making up the time missed later in the pay period after school or on a weekend. These arrangements will be discussed on a case by case basis with the Superintendent. This clause does not impact any "snow days" that are given back in the calendar after the winter season.

J. **Extended Work Year Proposal**

Commencing on July 1, 2002 a maximum of two administrators with ten years of service in the District may work five (5) days over the summer

months (July and August) and be compensated at 1/222nd of his/her contractual step/day.

1. An extended work year proposal must be selected from a list provided by the District. The formulated list of projects will be available on or before January 15th.
2. Any administrator interested in working must submit a letter of intent identifying the project from the District list, describing how they will use these days, to the Superintendent or his/her designee to make the proposal acceptable by May 15th. In the event more than two administrators apply, the two administrators nearest the top of the seniority list will be selected. Those administrators will go to the bottom of the seniority list the following year.
3. In the event two administrators select the same project, the more senior administrator will have priority.
4. A complete description of the project results must be submitted to the Superintendent or his/her designee by September 15th. If the Superintendent or his/her designee deems that the project submission is in need of more detail, the administrator shall have two weeks to provide the additional requested information. The administrator will be paid by November 1st.

K. **Life Insurance**

The District will annually pay \$1,900. in life insurance premiums for each Administrator employed by the district on June 30, 2005. Administrators hired after that date will not receive this benefit. This benefit will be pro-rated for employees leaving the District prior to the end of the year.

L. **Service Incentive**

Upon retirement, unit members will be paid a service incentive of \$25,000, according to the following conditions:

1. The member must be retiring within the three-year period commencing with his/her first date of eligibility without penalties imposed by the Retirement System.
2. The member must have completed at least 10 years of full-time service in the district. At least 5 of these years must be as an administrator in the Malone Central School District.
3. To be eligible for the service incentive, members who will retire must notify the Superintendent of their intention no later than 6 months prior to the effective date of retirement.

4. Payment may be made by December 31st of the year of retirement or on January 15th of the following year based on the request of the retiree. The maximum amount allowable, according to State regulations, will be applied towards the retiree's final year's salary, if the administrator so desires.

5. In the event that an employee who has submitted a notification to retire dies prior to receiving payment under this agreement, any monies due to the retiree as a result of this agreement shall be paid to the designated beneficiary (see Appendix to this contract), or to the estate of the retiree.

6. If a qualified replacement for the retiring administrator is not employed by the District by the date the administrator is scheduled to retire, the administrator's services may be extended by mutual agreement, and if so extended, the \$25,000 service incentive payment shall be made on or after the extended retirement date.

M. **Longevity Allowance**

A retiring administrator who does not qualify for the traditional service incentive because they have continued to work past the last qualifying date for the Service Incentive shall receive a longevity allowance calculated in the following manner:

1. Administrators who retire from the Malone Central School District shall be paid an additional \$1,000 for their last year of service, if the intent to retire is declared prior to January 15th of the last year of service.

2. \$500 for the year before retirement
\$500 for year of retirement
\$200 for each year of service (20 years = \$4,000)

3. \$20 for each day of unused sick leave up to a maximum of 250 days (= \$5,000)

N. **Life Insurance After Retirement**

The District will pay up to 60% of the maximum paid to non-retired administrators on Life Insurance premiums for retired administrators. Administrators hired on or after July 1, 2005 are not eligible for a life insurance benefit.

O. **Fringe Benefits After Retirement**

All fringe benefits in this contract will be binding for the life of the retiree, unless negotiated differently in the future. (Thus, mutual consent would be required).

ARTICLE X
DISCIPLINE PROCEDURE

No administrator shall be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, or have a contract terminated, or be otherwise deprived of any professional advantage without just cause. Any such action or violation of professional ethics asserted by the Board of Education shall be subject to the grievance procedure set forth in this agreement.

ARTICLE XI
GRIEVANCE PROCEDURE

- A. A grievance is a claim by any person or group of persons in this unit based upon any event or condition affecting the terms and/or conditions of their employment as contained in this contract. If an administrator or group of administrators, does not file a grievance in writing within thirty (30) days of the time that the administrator knows, or should have known, of the act or condition in which the grievance is based, then the grievance shall be waived. A dispute as to whether a grievance has been waived under this paragraph can be construed to be a grievance.
- B. To keep to a minimum, personal and interpersonal conflicts which may occur within the normal operation of the school system, the grievance procedure shall be as follows:
1. **Step 1** - An Administrator having a grievance will discuss it with his/her immediate supervisor with the object of resolving the matter informally. If the grievance is not resolved, the Administrator may then proceed to "step 2" as provided in this procedure.
 2. **Step 2** - If the Administrator initiating the grievance is not satisfied with the decision at the conclusion of Step 1, he/she may then present the grievance to the Association; i.e. the Administrators' Association, for its consideration. If the Association determines that the Administrator has a valid grievance, it will then present said grievance and supporting evidence in writing to the Superintendent or his/her designee. Following the presentation of the grievance, the Superintendent shall answer, in writing, within five (5) working days. If the grievance is not resolved to the satisfaction of the grievants, the administration may proceed to "Step 3".
 3. **Step 3** - If the Administrator does not accept the decision rendered at Step 2 he/she may appeal to the Board. This written appeal must be filed within ten (10) working days after receipt of the decision rendered at Step 2 and must be presented to the President of the Board. The

President shall call an executive session of the Board within fifteen (15) days after receipt of the appeal. A decision on the grievance shall be rendered within ten (10) working days of this meeting and all parties involved will be notified in writing of the decision. If the decision is not satisfactory to the grievant or grievants, he/she or they may, within fifteen (15) days after receipt of such decision, submit the question to arbitration. The arbitrator shall be selected with and pursuant to the rules of the New York State Public Employees Relations Board. The cost of arbitration shall be borne by the District.

ARTICLE XII
MAINTENANCE OF STANDARDS

- A. Except as provided in this agreement, all conditions of employment and general working conditions shall remain the same as those existing at the commencement of this agreement. The Board of Education or its designee shall not diminish or impair any conditions of employment or working conditions during the period of this agreement, unless mutually agreed upon by the District and the Unit.
- B. Any additional responsibilities to be assigned to a unit member will be discussed with the administrative unit. Should additional responsibilities be of a significant and permanent basis they must be negotiated with the unit (Example: assignment as permanent summer school principal).

ARTICLE XIII
SALARY

Salary adjustments for the life of the four year contract will be made as outlined below.

Year	Percentage	Dollar increase after percentage
2014-2015	3.5%	\$250
2015-2016	3.5%	\$250
2016-2017	3%	\$0
2017-2018	3%	\$0

- a. Longevity based on Malone Central School District service per the following and a minimum of 5 years as a district administrator.

Years	Longevity amount
5	\$1,000
10	\$1,500
15	\$2,000
20	\$2,500

ARTICLE XIV
DURATION OF AGREEMENT

All items agreed to in this contract shall be in effect from July 1, 2014 through June 30, 2018. Any and all alterations to this agreement shall be by mutual agreement of both parties.

IN WITNESS WHEREOF, each of the parties hereunto has caused these present to be executed by its proper officer, hereunto duly authorized.

By: _____ MALONE CENTRAL SCHOOL DIST.
PRESIDENT BOARD OF EDUCATION

By: _____ M.A.A. (Malone Administrators' Assn.)
PRESIDENT

By: _____
SUPERINTENDENT OF SCHOOLS