



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: **Caledonia-Mumford Central School District and Caledonia-Mumford Administrators Association (2014)**

Employer Name: **Caledonia-Mumford Central School District**

Union: **Caledonia-Mumford Administrators Association**

Local:

Effective Date: **07/01/2014**

Expiration Date: **06/30/2018**

PERB ID Number: **10694**

Unit Size:

Number of Pages: **9**

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 THE
CALEDONIA-MUMFORD ADMINISTRATORS' ASSOCIATION
AND THE
SUPERINTENDENT OF SCHOOLS
(2014-2018)**

Article I. Preamble

This Agreement, made this 20th day of June, 2014, by and between the Superintendent of Schools of the Caledonia-Mumford Central School District (hereinafter called the "District") and the Caledonia-Mumford Administrators Association (hereinafter called the "Association") is intended to delineate the rights and responsibilities of the parties hereto in a mutual desire to promote harmonious and cooperative relationships with the Caledonia-Mumford Central Board of Education in carrying forward the functions of District.

Article II. Recognition

The District recognizes the Caledonia-Mumford Administrators Association as the exclusive bargaining agent for a bargaining unit that includes the Elementary School Principal, the Middle School Principal, the High School Principal, and the Director of Special Education in the Caledonia-Mumford Central School District. Excluded from the bargaining unit are all other employees of the District.

Article III. Management Rights

The Board reserves the right to manage the business of the district, the use of its buildings and to direct the administrators in the discharge of their duties. The above rights of management are not all-inclusive but indicate the type of matters and rights that belong to and are inherent rights of the School Board. In the exercise of these rights, the Board shall observe all the provisions of the agreement.

Article IV. No Strike

The Association agrees that it does not have the right to strike or engage in any work stoppage against the District and, therefore, shall not cause, instigate, encourage or condone such action on the part of any or all of its members.

Article V. Legislative Approval

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 fund therefore shall not become effective until the appropriate legislative body is given approval.

Article VI. Saving Provision

If, at any time during the life of this Agreement, any term or provision of this Agreement is in conflict with any federal or state law, such term or provision, or originally embodies in this Agreement, shall be restored in full force and effect. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other item or provision of this Agreement.

Article VII. Grievance Procedures

1. Definitions

A grievance is a complaint filed by a grievant against an alleged violation of the terms and conditions of this agreement. A grievant must be a unit member covered by this Agreement.

2. Grievance Procedures

Level 1 – Informal. Within ten working days of the alleged violation, the grievant will then discuss his/her grievance with the Superintendent either directly or with an Association representative in an attempt to resolve the concern informally. The Superintendent may confer with all parties in interest and shall not be limited to conducting necessary consultations with the aggrieved party or his/her representative present. If the member submits the concern through a representative, the member will be present during the discussion of the grievance.

Level 2 – Formal. If the grievance is not resolved informally, it may be reduced in writing and presented to the Superintendent within five (5) working days of the informal discussion. Within ten (10) working days after the written grievance is presented to him/her, the Superintendent shall render a decision thereof, in writing, and present it to the grievant.

Level 3

A) If the grievant is not satisfied with the decision at Level 2, an appeal may be filed in writing with the Board of Education within

fifteen (15) working days after the Superintendent has given notice of such decision and has presented such decision to the grievant.

- B) Within thirty (30) working days after the receipt of an appeal, the Board shall meet on the grievance. The meeting shall be conducted in executive session with the grievant and/or his/her representative in attendance.
- C) The Board shall render a decision and notice of such decision and a copy thereof shall be given within five (5) working days after the conclusion of the meeting. Notice of such decisions and copies thereof shall promptly be given to the grievant and the President of the Association.

3. Arbitration Procedures

- A) After receipt of the Board's decision at level 3, the grievance may be submitted to binding arbitration if the grievant is not satisfied with the Board's decision. The Association shall notify the Board within fifteen (15) working days of receipt of the decision at Level 3 that it is proceeding to arbitration.
- B) Within five (5) working days after written notification of submission to arbitration, the District and the Association will agree to request a list of arbitrators from the American Arbitration Association.
- C) The selected arbitrator shall hear the matter promptly and render his decision in writing no later than thirty (30) working days from the closing of the arbitration hearing. The arbitrator's decision shall be final and binding on all parties.
- D) The District and the Association shall share the cost of the arbitration equally.
- E) The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.

4. Grievance Termination

The grievance may be terminated at any time during the course of this procedure if the District and the grievant reach a mutually satisfying conclusion to the complaint. It is also understood that the grievance and arbitration procedures are limited to the terms contained within this Agreement. Time limitations throughout either procedure may be changed by mutual consent.

Article VIII. Evaluation

The Superintendent shall conduct an annual evaluation of each administrator per the existing Board policy. The Superintendent will meet with the members of the Association prior to the annual evaluation to discuss specific criteria and procedures.

Article IX. Excused Absences

A. Sick Leave

Each administrator shall be credited with 15 days of sick leave for personal and/or family illness.

B. Personal Leave

Five personal days are made available to each administrator in recognition of the fact that many events and circumstances arise in which the administrator has no recourse for postponement. Administrators shall follow the district procedures for requesting the use of personal days.

C. Accumulating Sick and Personal Days

There is no cap on the accumulation of sick days for purposes of sick leave. Unused personal days do not accumulate. Unused personal days will be added to the accumulated sick leave at the end of the school year.

C. Bereavement

Administrators are entitled to four bereavement days. Such days are not cumulative. Additional days may be granted at the discretion of the Superintendent.

Article X. Extended Leave of Absence

A. Military Leave

An administrator shall be paid his/her normal salary for any and all periods of absence while engaged in the performance of ordered military duty, and while going to and returning from such duty, not exceeding a total of thirty (30) days or twenty-two (22) working days, whichever is greater, in any one calendar year and not exceeding thirty (30) days or twenty-two (22) working days, whichever is greater, in any one continuous period of such absence.

B. Extended Leave

1. An extended leave of absence without pay may be granted upon submission of a written request by any tenured administrator for a period not to exceed one calendar year upon approval by the Board of Education. An additional extended leave up to one year may be granted upon written request to the Board of Education.
2. Failure of an administrator to return to his/her position as per this provision or a mutually agreed date shall be judged the basis for terminating his/her appointment unless the Superintendent is notified in writing at least six months preceding the date of return.

C. Family Leave

A family leave without pay may be granted upon submission of a written request by any administrator whether tenured or probationary for a period not to exceed one calendar year upon approval of the Board of Education.

D. Family Medical Leave Act

All leave and benefit provisions of this agreement will be counted towards the leave and benefit provisions of the Family and Medical Leave Act of 1993 where applicable. FMLA leave and benefits will be applied for eligible employees if the contractual leave and benefits provide less than the FMLA.

Article XI. Vacation/Holidays

1. Administrators are entitled to the following 14 paid holidays per year: July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving, the day after Thanksgiving, Christmas, the day after Christmas, New Years Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, and one "floating" holiday at the administrator's discretion
2. Each twelve-month administrator is entitled to 20 days of paid vacation credited upon July 1st of each year exclusive of weekends, national holidays, and emergency closings.
3. Upon completion of three years of service, each administrator shall be credited with 5 additional paid vacation days.

4. Vacation requests during the regular school year shall be submitted to the Superintendent for approval at least two work weeks in advance of the beginning of the vacation period. Tentative vacation plans for the summer shall be shared with the Superintendent at his/her request.
5. Unused vacation days must be claimed by June 30 of each school year. No more than five unused vacation days may be reimbursed at a rate of \$100 a day. All other remaining unused vacation days will be transferred to the administrator's accumulated sick leave.

Article XII. Salary

1. The salary increases for each administrator shall be as follows:

Year	Increase
2014-2015	4.0%
2015-2016	3.0%
2016-2017	3.0%
2017-2018	3.0%
2. The District reserves the right to unilaterally set the starting salary of any new prospective administrator.

Article XIII. Fringe Benefits

1. Health Plans

The District will pay 100% for coverage through the Blue Cross/Blue Shield Plan or the Genesee Area Healthcare Plan for current administrators (June 20, 2014). The District will pay the following healthcare percentage through the Blue/Cross Shield Plan or the Genesee Area Healthcare Plans for any new employee hired after June 30, 2014:

2014-2015	95%
2015-2016	92.5%
2016-2017	90.0%
2017-2018	90.0%

2. Disability

An administrator, who is disabled, as defined by the district insurance carrier, shall be entitled to salary continuation under the following conditions:

- A. He/she must have exhausted all accumulated sick leave under Article IX.

- B. The administrator must have been absent from school for twenty-five consecutive workdays.
- C. That administrator shall be paid 65% of their daily salary commencing the day after the accumulated sick leave is exhausted or after the 25th consecutive day of absence, whichever is later.
- D. The payments shall terminate on the sooner of the date the administrator returns to work, the doctor gives written permission for the administrator to return to work, or when the administrator is first eligible to retire. A check up is required every six months for the purpose of revalidation of the illness or extent of the injury with a written note of administrator's ability to return to work supplied to the district.
- E. A disabled administrator shall be entitled to any health insurance benefits he or she was receiving from the district at the time of disability.

3. Professional Membership

The district will pay membership fees for one professional organization each year.

4. In addition to salary increases listed in Article XII, each administrator shall have his/her pay increased by \$1,500 as a flexible benefit. Each administrator shall choose to allocate this amount towards a tax-sheltered annuity of his/her choice and/or the district-provided flexible benefit plan.

Article XIV. Salary Adjustment Prior to Retirement

An administrator who is retiring and who qualifies for retirement benefits under the New York State Teacher System shall have the salary of his or her retirement year increased by an amount equal to the number of unused sick days up to a cap of 220 days for an eleven month position and 260 days for a twelve month position multiplied by \$75 per day.

To receive this benefit, an administrator must submit a letter of resignation for purposes of retirement at least one year prior to his/her date of retirement. Failure to meet this stipulation will cancel the benefit. Any adjustment to be made on the administrator's salary will be affected on the last payment prior to retirement. A retired administrator may leave monies from unused sick days with the district to offset his or her health insurance costs.

Article XV. Retirement Incentive

An administrator in the Caledonia-Mumford Central School District who is eligible to receive benefits under the New York State Teacher Retirement System and retires during the first year of this Agreement may share in a retirement incentive program if he/she meets all of the following criteria:

- A. has completed seven years of service in the District.
- B. has submitted a letter of resignation for purposes of retirement at least one year prior to his/her date of retirement.

If an administrator retires during this eligibility period, he/she shall receive as a retirement incentive paid health insurance from age of retirement to age of Medicare Primary eligibility.

Effective July 1, 2011, an administrator in the Caledonia-Mumford Central School District who retires when first eligible to receive full benefits under the New York State Teacher Retirement System may share in a retirement incentive program if he/she meets all of the following criteria.

- A. has completed seven of service in the District.
- B. has submitted a letter of resignation for purposes of retirement at least one year prior to his/her date of retirement.

If an administrator retires in the first year of eligibility, he/she shall receive as a retirement incentive paid health insurance from age of retirement to age of Medicare Primary eligibility.

If mutually agreed upon between the administrator and the Superintendent of Schools, the eligibility period for retirement may be extended without a loss or decrease of benefit for at least a one-year period.

Article XVI. Termination

An administrator shall give at least sixty (60) days written notice to the Superintendent of Schools of intent to resign his/her position. This notification requirement may be waived if mutually agreed upon by both parties.

Article XVII. Duration

This Agreement shall remain in full force and effect from the period of July 1, 2014 through June 30, 2018. It shall be modified only by the mutually agreed written consent of the parties.

For the Caledonia-Mumford Administrators' Association:

CMAA Representative

Date

For the District

Board President

Date

Superintendent

Date