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AGREEMENT

BETWEEN

CENTRAL OFFICE

ADMINISTRATORS/SUPERVISORS ASSOCIATION

(COASA)

AND

OSWEGO CITY SCHOOL DISTRICT

JULY 1, 2006 – JUNE 30, 2011

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

OCT 30 2008

ADMINISTRATION

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1. PREAMBLE

This agreement is made and entered into by and between the Superintendent and the Board of Education of the Oswego City School District, hereafter referred to as "The District" and the Central Office Administrators/Supervisors Association, hereafter referred to as "COASA." This agreement covers terms and conditions of employment for the period July 1, 2006 through June 30, 2011

2. RECOGNITION

The District hereby recognizes COASA, a SAANYS affiliate, as the sole and exclusive bargaining agent for all employees in the defined bargaining unit for the maximum period allowed by statute for the purposes of collective bargaining and the administration of grievances arising there under.

3. NEGOTIATING PROCEDURES AND DESCRIPTION OF UNIT

Upon written request of either party, before December 1, 2010, a mutually acceptable date shall be set to open negotiations for a successor agreement. This date shall be no later than December 1, 2010.

The following positions shall be included in COASA: Director of School Safety and Security, Director of Technology, Networks and Information Systems, Superintendent of Buildings and Grounds, Assistant to the Superintendent of Buildings and Grounds, Transportation Supervisor, School Lunch Manager, District Clerk, and Employee Benefits Coordinator.

Any new titles created by the Board of Education during the terms of this agreement, with duties of an administrative or supervisory nature and with a community of interest with the job titles included within the Unit pursuant to this section, shall be added to the titles herein contained upon the effective date of their creation. Any dispute concerning the issue of community interest shall be resolved through the procedures for representation and certification established by the Public Employment Relations Board.

4. AGENCY FEE

The District agrees to deduct from the salaries of Unit Members SAANYS and Unit membership dues or an equivalent amount provided by law (Agency Fee) and as requested and authorized by COASA. Such deductions shall be forwarded to COASA. COASA shall certify to the District in writing the current rate of its membership dues. Any change in the rate shall be given to the District thirty (30) days prior to the effective date of such change.

5. SALARIES

In each year of this five-year agreement, each unit member's base salary shall be increased by 4%.

NOTE: This does not include any increases in base salary provided by other provisions of this contract.

6. SALARY ADJUSTMENTS – 2006/2007

Lorraine Barney	9,000.00
David Crisafulli	3,800.00
Brendan Fear	1,300.00
William Foley	3,000.00
Thomas Gunn	3,000.00
Dennis Jerome	1,000.00
John Anderson	3,000.00

7. PROFESSIONAL DEVELOPMENT

Any unit member who takes job related inservice or college courses approved by the Superintendent shall receive \$70.00 per credit hour, in blocks of three (3) credit hours [12 hours of inservice equals one credit hour], added to the unit member's base salary.

Or

Any unit member successfully completing job-related college courses which have been approved by the Superintendent shall have all tuition costs reimbursed by the District.

8. INSURANCE PROGRAM**A. Health Insurance Program**

Employee's premium contribution will be the following for each year of the contract:

Upon ratification	9%
July 1, 2008	10%
July 1, 2009	11%
July 1, 2010	12%

Each employee has an annual option of managed indemnity or point of service plan.

Major Medical Deduction

Major Medical deduction shall increase to \$100 for individuals and \$300 for family effective January 1, 2010.

Prescription – the prescription drug co-pay shall be \$5 generic/\$15 for non-generic effective July 1, 2008.

B. Flexible Benefits

It is agreed that the District will provide to all members of COASA who elect to be so covered, the flexible benefits package as provided by The Upstate Benefits Administrators or general equivalent.

C. Long-term Disability

The district will provide a long-term disability insurance program to members of COASA. The district shall pay 75% of the premium for employees enrolled in the LTD program, which shall provide approximately 66.67% of income and provide means to have the benefit adjusted for members who are eligible for Social Security or NYS Employees' Retirement System disability benefits.

D. Dental Plan

The district agrees to pay the sum of \$450 family or \$200 individual for unit members participating in the "District Dental Plan":

E. Group Life Insurance

The District will provide a \$35,000 group life insurance policy for each unit member, who shall designate his/her beneficiary.

F. Insurance Reimbursement

The District agrees to pay the sum of \$200 annually to each COASA member for insurance reimbursement for the life of the contract for health, dental, disability income insurance premiums.

9. OTHER PROVISIONS

All unit members are eligible to participate in the following programs:

- Credit Union
- Employee Assistance Program
- Wellness Program
- Tax Sheltered Annuities
- New York State Employees' Retirement System

10. LEAVES**A. Sick Leave**

Each unit member will be granted 12 paid sick leave days per year thru June 30, 2009. Each unit member shall be granted 15 paid sick leave days effective July 1, 2009. Unused sick leave will be accumulated to a total of 300 sick leave days effective July 1, 2007. The unused sick leave incentive will be deposited in a non-elective 403(b) account upon retirement. The non-elective 403(b) account will be established by mutual agreement between the District and the Association. The maximum number of sick leave days which will be allowable may not exceed 300 days.

B. Personal Leave

Unit members shall be granted six (6) days of personal leave effective July 1 each year. Such leave shall be non-cumulative, but unused personal days will be added to the individual employee's sick leave accumulation on July 1 of the following school year.

C. Bereavement

Bereavement Leave - All employees shall be entitled to three (3) days leave for members of immediate family and one (1) day for extended family. Immediate family shall be defined as: spouse, mother, father, parents-in-law, child, brother, sister, grandparents, and grandchildren or others residing in the employee's same household. Personal leave or sick leave may be used for bereavement.

D. Holidays

Unit members will be authorized 12 legal holidays as follows:

July 4 th	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King, Jr. Day
Veterans Day	Lincoln's or Washington's Birthday
Thanksgiving Day	Good Friday
The Day After Thanksgiving	Memorial Day

When an authorized holiday falls on a Saturday or Sunday, an alternate day will be designated by the Superintendent in conformity with the adopted school calendar.

E. Vacation

Unit members will earn vacation time according to the following schedule:

- Less than 5 years = 15 days
- Five through 9 years = 18 days
- Ten or more years = 20 days

It is agreed that unit members shall have the option of (1) carrying over up to ten (10) days of vacation from one year to the next on a non-accumulative basis (i.e., no more than ten (10) days of unused vacation from a prior year may be credited at any given time to a unit member),

OR

the unit member shall have the ability to roll-over five (5) unused vacation days and to be paid for a maximum of five (5) days at his/her per diem rate.

F. Unpaid Leaves of Absence

An employee may be granted a leave of absence without pay for a period not to exceed one (1) year for any reason deemed appropriate by the School Board and based upon the recommendation of the Superintendent of Schools. Except in the case of military service, no leave shall be extended so that the total amount of time granted exceeds two (2) years.

At the time of requesting the leave of absence without pay, the employee shall specify the dates and the reasons for which he/she desires the leave and shall forward it through the appropriate supervisory ranks.

G. Court Attendance

Unit members may be granted leave with pay for jury duty or proceedings arising out of the employee's employment in which the unit member is a defendant. Proceedings in which the employee is involved against the interests of the District are excluded from this provision.

11. RETIREMENT INCENTIVE/HEALTH INSURANCE PROGRAM

Sick Leave Lump Sum at Retirement – may not be combined with cash equivalent for accumulated days of sick leave used to reduce the insurance contribution payment of insurance premium.

- 100 days of accumulated sick days to be used for health insurance full paid by the district in retirement
- Employees who have less than 100 days of accumulated sick leave may use the per diem equivalent to pay for the employee's share of the premium amount.
- Sick Leave accumulation maximum increased to 300 days in 2007.
- Rate increased to \$85 per day in July 1, 2009 from \$75.00 per day.

The cash equivalent of accumulated days of sick leave can be used to reduce the insurance contribution of retired unit members. To determine the cash equivalent of one day of sick leave, the fraction of 1/240 will be multiplied by the final year's salary.

A retirement incentive program will become effective upon ratification of this agreement. The notification must be submitted six (6) full months prior to the date of retirement, under the following procedures:

The employee must submit an irrevocable letter of resignation stating his/her plans for retirement six (6) calendar months prior to the date of resignation.

The unused sick leave incentive will be paid to the employee in a lump sum upon retirement. The maximum number of unused sick leave days that will be allowable may not exceed 300 days.

The employee planning to retire must submit verification of eligibility for retirement as provided by the New York State Employees' Retirement System, preferably at the time of the official resignation, but as soon thereafter as may be possible.

12. GRIEVANCE PROCEDURE

Section 1. Definition

A grievance shall be defined as an alleged violation or misinterpretation of an express provision of this agreement.

Section 2. Who may process a grievance

An individual employee, who may request assistance from his/her Association, may initiate grievances.

Section 3. Procedure

The individual shall pursue the following procedure:

A. Level 1

The grievance shall first be filed in writing with the immediate superior within ten (10) workdays of the occurrence of the alleged grievance. If the grievance cannot be resolved informally within five (5) workdays, the immediate superior will give written response.

B. Level 2 (When appropriate)

If the question is not resolved to the employee's satisfaction, he/she may make a written appeal to the Superintendent or his designee within five (5) workdays following receipt of the decision at Level 1. The Superintendent or his designee will hear the problem within ten (10) workdays after receiving the appeal. After considering the appeal, he will give a written decision within ten (10) workdays.

C. Level 3

The individual may appeal to the District if he or she is not satisfied with the decision at the previous level. This appeal must be forwarded to the Board in writing within ten (10) workdays of receipt of the decision at Level 2. The Board will give its decision in writing within twenty (20) workdays after the written appeal is received by the Board.

D. Level 4

After such a decision, if the individual is not satisfied with the decision at Level 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to the American Arbitration Association (in accordance with the AAA rules and regulations), within fifteen (15) work days of the decision at Stage 3.

The third party shall have no power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

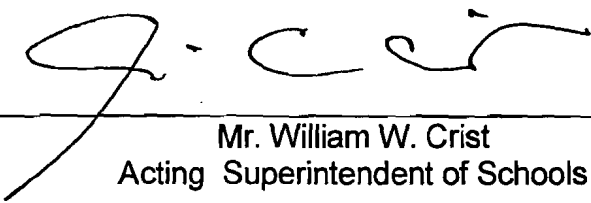
The costs for the services of the third party including expenses, if any, will be borne equally by the Board of Education and the Association.

The award of the arbitrator shall be binding on both parties.

13. REQUIREMENT OF TAYLOR LAW

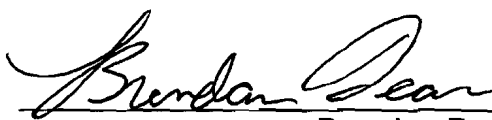
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

BOARD OF EDUCATION OF THE OSWEGO CITY SCHOOL DISTRICT
OSWEGO, NEW YORK

By: 

Mr. William W. Crist
Acting Superintendent of Schools
Date: 10/27/08

CENTRAL OFFICE ADMINISTRATORS/SUPERVISORS ASSOCIATION

By: 

Brendan Fear
President, COASA
Date: 10/27/08