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AD1/8404

**AGREEMENT**

**Between**

**THE SUPERINTENDENT OF SCHOOLS  
ADDISON CENTRAL SCHOOL DISTRICT**

**And**

**THE ADMINISTRATOR'S ASSOCIATION  
July 1, 2007 – June 30, 2010**

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## Article I -- RECOGNITION

Sec.

### 1.1 Recognition; unit defined

- 1.1 Recognition; unit defined.** The Addison Central School District recognizes the Addison Administrator's Association as the sole and exclusive negotiating representative for a unit composed of the positions of high school principal, elementary principal, assistant principals, **and school psychologists.**

## Article 2 -- DEFINITIONS

Sec.

### 2.1 Definitions

- 2.1 Definitions.** As used in this agreement:

- (a) The term District means the Addison Central School District.
- (b) The term Association means the Addison Administrator's Association.
- (c) The term Superintendent means the Superintendent of Schools of the Addison Central School District.
- (d) The term administrator means any person in the bargaining unit appointed by the Board of Education to an administrative position.
- (e) The term work year means the period commencing July first and ending June thirtieth.
- (f) The term day means calendar day, unless otherwise specified.

- 2.2 Gender and number.** Whenever the context so requires, the use of words in this agreement in the singular shall be construed to include the plural and words in the plural shall be construed to include the singular. Words, whether they be in the masculine, feminine or neuter gender, shall be construed to include all of the said gender unless the context would require that the gender apply to only one sex. By the use of the aforesaid genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

## Article 3 -- Payroll Deductions

Sec.

### 3.1 Authorized payroll deductions.

- 3.1 Authorized payroll deductions.** Upon written authorization from the Superintendent, the district will make payroll deductions for tax sheltered annuities, required contributions for health and dental insurance, payments to the United Fund, payments to a credit union, and IRS 125 deductions for health and dental programs.

## Article 4 – COMPENSATION

### Sec.

- 4.1 Salary schedule for new hires
- 4.2 2007-2008 salary increase  
2008-2009 salary increase  
2009-2010 salary increase
- 4.3 Longevity
- 4.4 Stipend for Director of Health, Physical Education and Athletics
- 4.5 IRS section 125 account
- 4.6 Payroll schedule
- 4.7 In-service and Graduate Credit

**4.1 Salary schedule placement for new hires.** A newly hired unit member shall be placed on the operative entry-level salary schedule based upon the Superintendent's evaluation of the new hire's educational preparation and prior experience in teaching, supervision, administration, or other work-related experience.

**4.2 2007-2008 salary increase.** Effective July 1, 2007, 3.95% of their salary will be added to each unit member's salary.

**2008-2009 salary increase.** Effective July 1, 2008, 4.25% of their salary will be added to each unit member's salary.

**2009-2010 salary increase.** Effective July 1, 2009, 4.5% of their salary will be added to each unit member's salary.

**4.3 Longevity.** \$1800 will be awarded to a unit member after receiving tenure and having five full years of service in the district and ten years in education. An additional \$2000 will be awarded to a unit member after receiving tenure and having 10 full years of service in the district. An additional \$2500 will be awarded to a unit member after receiving tenure and having 15 full years of service in the district. All longevity payments will be added to the unit member's base salary on July 1 in the 6<sup>th</sup>, 11<sup>th</sup>, and 16<sup>th</sup> year of service in the district.

**4.4 Stipend for Director of Health, Physical Education and Athletics.** If an administrator is appointed to the position of director of health and physical education, an annual salary of three thousand dollars (\$3,000) will be paid. Yearly increases will be given according to the cost of living index.

**4.5 IRS Section 125 account.** The District will establish, through a third-party administrator, a qualified Internal Revenue Code section one hundred twenty-five account which shall be available to each administrator. The establishment of the account shall be subject to the following conditions.

(a) The account shall be established only when a sufficient number of District employees elect to participate in accordance with the rules and regulations set forth by the Internal Revenue Service and the selected third-party administrator.

(b) The qualified uses of the funds are incorporated by reference.

(c) Each administrator's account shall be funded by the individual administrator.

(d) Participation in the account will be voluntary.

**4.6 Payroll schedule.** The District shall pay an administrator's annual salary in twenty-six equal payments.

**4.7 In Service.** Unit members will be paid a one-time payment of \$160 for each in-service credit hour and each graduate credit hour.

(a) In order for the unit member to receive the stipend for the course, participation must be given prior approval by the Superintendent/designee.

(b) An in-service credit hour will be equal to twelve to fifteen contact hours.

### Article 5 -- HEALTH PLAN

Sec.

5.1	Coverage; District's contribution	5.6	Confidentiality
5.2	Payment for nonparticipation	5.7	Conversion privilege
5.3	Plan document	5.8	Effective date of coverage
5.4	Payment of claims	5.9	Dental care
5.5	Claim appeal procedure		

#### **5.1 Coverage; District's contribution**

(a) The District will provide health care coverage through a self-funded health plan, hereafter referred to as the Plan. A unit member may enroll in either the individual plan or the family plan.

(b) The District will pay eighty five percent (85%) of the individual or family premium cost for an administrator who elects to participate in the Plan.

**5.2 Payment for nonparticipation.** Any unit member who does not enroll in the District-sponsored health plan, shall be eligible for an annual payment of One thousand eight hundred dollars (\$1,800). In order to be eligible for payment for nonparticipation, a unit member must not have participated in the health plan for an entire work year. Payment for nonparticipation will be made in a unit member's last paycheck for the work year in which the unit member was not enrolled in the health plan.

**5.3 Late Enrollment Coverage.** A late enrollee is an Employee and/or Dependent who waives coverage at the time he becomes eligible or elects coverage more than 31 days after completion of the eligibility requirements. A late enrollee become covered under the Plan effective on the next open enrollment date (January 1 or July 1) following receipt of completed enrollment materials by the Plan Administrator.

**Plan document.** The Plan Document and the Administrative Manual are hereby incorporated by reference. However, a late enrollee will be eligible for coverage under the Plan on the first day of the next month following application for coverage and satisfaction of all requirements of the Plan and shall not be required to wait until the next open enrollment date provided:

- (1) The individual was covered under another health benefit plan at the time of the initial eligibility for coverage under this Plan and the individual loses the other health insurance coverage due to:
  - (a) termination of employment, or
  - (b) termination of eligibility for coverage under the other plan (for reasons other than failure to pay the premium or contribution for coverage); or
  - (c) exhaustion of COBRA continuation coverage; or
  - (d) any reason other than (a), (b), or (c), provided the individual properly completed a waiver of CST Health Care Plan coverage at the time of initial eligibility.

And the individual applies for enrollment within 31 days after termination of coverage under the other health benefit plan; or

- (2) A spouse or child has become a new Dependent of the Employee through marriage, birth, adoption or placement for adoption. In this case, the Employee may enroll himself and/or his Dependents no later than 31 days following the marriage, birth adoption or placement for adoption.

**Qualifying Events.** Qualifying Events are any of the following events, which cause a loss of coverage under the Plan for either a covered Employee or his covered Dependents:

- (1) The employee's voluntary or involuntary termination of employment or \ Reduction in hours (for other than the Employee's gross misconduct) such that he is no longer considered an active full-time Employee; or
- (2) The Employee's death; or
- (3) An Employee's divorce or judgment of legal separation from his spouse; or
- (4) The Employee's entitlement to Medicare benefits; or
- (5) A Dependent child ceasing to be a Dependent under the definition of the Plan.

**5.4 Payment of claims.** An administrator who submits claims in accordance with the procedures established by the Plan shall have said claims paid, to the extent of coverage provided in a timely manner so that the administrator shall suffer no financial loss as a result of the slow payment of a claim. An administrator shall be considered to have suffered no financial loss if a claim is paid within thirty days of receipt of the necessary date by the plan administrator.

- 5.5 Claim appeal procedure.** Any complaints under the Plan with respect to its interpretation or application must be processed through the claim appeal procedure set forth in the Plan Document. If a complaint is not settled to an administrator's satisfaction, then, within thirty days of a written answer from the plan administrator, the Association may submit the issue directly to arbitration. The submission of a dispute to arbitration shall be before an arbitrator selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Plan Administrator will furnish the Association with all pertinent data related to the dispute, subject to the provisions of section 5.6 of this article. The data related to the dispute, subject to the provisions of section 5.6 of this article. The arbitrator's decision shall be in writing and will set forth his findings, reasoning and conclusions on the issue(s) submitted to him. The arbitrator shall be without authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement. The decision of the arbitrator shall be final and binding on both parties. The cost of the services of the arbitrator will be shared equally by the District and the Association.
- 5.6 Confidentiality.** All HIPPA requirements shall apply. All data obtained by the plan administrator with respect to claims shall be considered confidential and shall be made available to persons involved or connected with the Plan strictly on a need-to-know basis and such data shall be utilized only for the administration of the Plan and the repayment of claims. No data with respect to any unit member's claim or claims shall be released to a third party without the express written consent of the unit member affected. No health data obtained by the Plan may be used to discipline or dismiss a unit member.
- 5.7 Conversion privilege.** A unit member who leaves the employment of the District, other than a unit member who retires or whose services are terminated, shall be offered the right of conversion for health coverage, regardless of insurability, at the full cost and expense of the unit member. If a former unit member is unable to obtain coverage, then the former unit member may continue to participate in the Plan at his own expense, in which case the District may require proof of rejection of insurance. If a former unit member is offered health insurance, including coverage for pre-existing conditions, but chooses not to purchase same, the Plan shall not be obligated to provide coverage. The Plan will accept responsibility for the coverage of a pre-existing condition until the conversion plan coverage for a condition shall apply. All conversion rights which are extended to employees will also be extended to dependents.
- 5.8 Effective date of coverage.** For a new unit member, coverage under the Plan shall be automatic and will become effective on the first day of the month following the month in which he applies, unless the unit member waives coverage in writing. A waiver of health coverage shall be filed in a unit member's personnel file.

**5.9 Dental Care.**

- (a) Effective July 1, 1987, the District shall pay up to a maximum of fifty dollars (\$50.) per year toward the cost of coverage for a unit member who elects to participate in the District-sponsored dental care plan.
- (b) In order for this benefit to become effective, a sufficient number of District employees must elect to participate in the plan each year to satisfy any minimum number of participants required by an insurance company.

**Article 6 -- SICK LEAVE**

Sec.

6.1 Allocation

6.3 Family illnesses

6.2 Accumulation

6.4 Payment for unused sick leave

6.5 Administrator's sick leave bank

**6.1 Allocation.**

(a) During the first year of employment, an administrator shall be credited with one sick leave day for each month worked, up to a maximum of twelve days. After having completed one year of credited service, an administrator shall be credited with twelve sick leave days at the beginning of each work year.

(b) During the first year of employment, a psychologist shall be credited with one sick leave day for each month worked, up to a maximum of ten (10) days. After having completed one year of credited service, each psychologist will receive ten (10) days sick leave per year for personal illness accumulative.

**6.2 Accumulation.** Sick leave days may accumulate to a maximum of two hundred days.

**6.3 Family illness.** A unit member may annually use seven (7) sick leave days for illness in the family. Sick leave days used pursuant to the provisions of this section shall be deducted from a unit member's available or accumulated sick leave provided in sections 6.1 and 6.2 of this article.

**6.4 Payment for unused sick leave.** Tenured unit members shall receive payment for accumulated unused sick days upon termination of employment. Payment shall be computed at 50% of the value of the number of sick days accumulated above 90 days. Payment shall be made between 9/1 and 11/15 of the calendar year in which the tenured unit member's employment is terminated or resigns in lieu of termination for cause.

**6.5 Addison Administrators' Association Sick Leave Bank.** A unit members' sick leave bank will be established beginning July 1, 1997. Each unit member will be eligible to participate in the sick leave bank by making an initial contribution of 8 sick days. Each year thereafter, each participating administrator will contribute those sick days that would be lost due to having accrued the maximum of 200 days.

A sick leave bank committee will be formed consisting of the Superintendent of Schools or his/her designee and the President of the Addison Central School Administrators' Association or his/her designee.

The sick bank committee will be empowered to develop and revise, as necessary, the procedures for operation of the sick leave bank.

### Article 7 -- PERSONAL LEAVE

Sec.

7.1	Allocation	7.4	Prohibited use
7.2	Notification	7.5	Non-accumulation; transfer to sick leave
7.3	Permitted use		

**7.1 Allocation.**

(a) During the first year of employment, an administrator shall be credited with one-half personal leave day for each month worked, up to a maximum of five days. Thereafter, an administrator shall be credited with five personal leave days at the beginning of each work year.

(b) During the first year of employment, a psychologist shall be credited with three-tenths (3/10ths) of a personal day for each month worked up to a maximum of three days. Thereafter, each psychologist shall be credited with three personal days at the beginning of each work year.

**7.2 Notification.** A unit member who wishes to use personal leave shall give the Superintendent twenty-four hours notice of intent to use personal leave. In an emergency, the Superintendent may grant the use of personal leave with less than twenty-four hours notice.

**7.3 Permitted use.** Personal leave may be used for the following reasons:

(a) Legal matters: closing a mortgage; income tax audits or hearings required by the Internal Revenue Service; required appearances in a supreme, surrogate, county, or family court; reading or administration of a will; and adoption proceedings. If a unit member is a defendant in a criminal proceeding and is convicted, the provisions of this article shall not be applicable.

(b) Graduation exercises of an administrator's spouse, son or daughter. Personal leave for attending one's own graduation exercises shall be limited to one day.

- (c) Wedding of an administrator's son, daughter, mother, or father.
- (d) Driver's test.
- (e) Required educational examinations, provided however, that the unit member submits a signed statement from his instructor that an examination could not be scheduled at another time.
- (f) Doctor's appointment, dental appointment, or eye examination.
- (g) Personal business reasons other than those listed in subparagraphs (a) through (f) of this section, subject to the approval of the Superintendent.
- (h) Two days of personal leave will be granted without giving a reason. Such leave may be used to conduct personal business which cannot be conducted on other than school time.

**7.4 Prohibited use.** Personal leave may not be used to extend a holiday or vacation.

**7.5 Non-accumulation; transfer to sick leave.** Personal leave days shall not accumulate. Unused personal leave days shall be transferred to a unit member's sick leave accumulation, subject to the two hundred day maximum provided in section 6.2 of article six of this agreement.

#### **Article 8 -- BEREAVEMENT LEAVE**

Sec.

8.1 Allocation

**8.1 Allocation.** A unit member shall be entitled annually to up to three days bereavement leave per occurrence, as needed, for each death of a relative or a significant other. Additional days may be granted subject to approval of the Superintendent/designee.

#### **Article 9 -- FAMILY MEDICAL LEAVE**

Sec.

9.1 Term of leave; notification

**9.1 Term of leave; notification.** A unit member shall be granted a leave of absence without pay or benefits for a period not to exceed one year for taking care of a natural or an adopted child in accordance with the Family Medical Leave Act. A unit member who requests a family medical leave shall make every possible effort to submit such written request at least sixty days prior to the date on which the leave is to begin.

## Article 10 -- HOLIDAYS

Sec.

10.1 Paid Holidays

### 10.1 Paid holidays.

(a) Administrators will have twelve paid holidays. A request for those days will be made to the Superintendent by May 1, subject to approval by May 15.

(b) Psychologists will follow the teachers' work year schedule for holidays.

**10.1.1 Designated holidays.** Administrators will have two individually designated holidays. These days can be taken only on school holidays.

## Article 11 -- VACATION

Sec.

11.1 Allocation

11.3 Vacation scheduling

11.2 Vacation Carryover

**11.1 Allocation.** During the first year of employment, an administrator shall be credited with one and two-thirds vacation days for each month worked, up to a maximum of twenty days. After having completed one year of credited service, an administrator shall be credited with twenty-two vacation days at the beginning of each work year.

**11.2 Vacation carryover.** An administrator may carry over up to twenty-two days of unused vacation into the next work year. Vacation days carried over into a succeeding work year must be used during that year. The District will compensate administrators at their per diem rate (1/240<sup>th</sup>) for each day to a maximum of three days per year for unused vacation days.

**11.3 Vacation scheduling.** An administrator may take vacation while school is in session subject to Superintendent approval. All requests for vacation are subject to the approval of the Superintendent.

## Article 12 -- WORKING CONDITIONS

Sec.

12.1 Work year

12.3 Board of Education meetings

12.2 Workday

### 12.1 Work year.

(a) A 12-month unit member's work year is from July first through June thirtieth.

(b) A psychologist's work year is 195 days which includes the teachers' work year (185 days) plus an additional ten (10) days to be scheduled with the approval of the Superintendent/designee. Up to 20 additional days may be provided during

the months of July and August with the prior approval of the Superintendent/designee for the CSE Chairperson and CPSE Chairperson.

**12.2 Workday.**

(a) From September first until June thirtieth, the workday for an administrator shall begin fifteen minutes before the arrival of the professional staff and shall end thirty minutes after the departure of the professional staff. An administrator's workday shall be from 8:00 a.m. until 3:30 p.m. on those workdays when school is not in session and during July and August. Notwithstanding the foregoing, an administrator shall enjoy a degree of flexibility in scheduling working hours because of attendance at Board of Education meetings, school functions and other work.

(b) Psychologists' work day shall be eight hours including a duty free lunch.

**12.3 Board of Education meetings.** An administrator shall attend all Board of Education meetings unless excused by the Superintendent.

**Article 13 -- EVALUATION**

Sec.

13.1 Evaluation ensured

**13.1 Evaluation ensured.** The Superintendent or designee will ensure that each unit member is evaluated annually.

**Article 14 -- GRIEVANCE PROCEDURE**

Sec.

14.1 Definitions

14.2 Permanent umpire

14.3 Time limits

14.4 Representation

14.5 Grievance format

14.6 Basic Principles

14.7 Stage one

14.8 Stage two

14.9 Election of remedies

**14.1 Definitions.** As used in this article:

(a) Grievance means any alleged violation of this agreement or any dispute with respect to its meaning or application.

(b) Grievant means an administrator, a group of administrators, or the Association itself.

**14.2** American Arbitration Association will be used for disputes needing a third party.

**14.3 Time limits.**

- (a) A grievance shall be deemed waived unless it is presented at the first procedural stage within thirty days after the grievant knew or should have known of the event or conditions on which the grievance is based.
- (b) The failure to transmit a decision to a grievant at any stage of this procedure within the applicable time limits hereinafter set forth shall permit a grievant to appeal his grievance to the next level of this procedure.
- (c) A grievance shall be deemed abandoned if a grievant fails to appeal a decision at any stage of this procedure within the applicable time limits hereinafter set forth.

**14.4 Representation.** A unit member shall be entitled to have an Association representative present at any stage of this procedure.

**14.5 Grievance format.** A written grievance shall be signed by a grievant and shall indicate the time and place where the alleged events or conditions constituting the grievance took place or shall otherwise describe the conditions constituting the grievance. The grievance shall specify the provisions of this agreement alleged to have been violated and shall describe the redress sought by the grievant.

**14.6 Basic principles.**

- (a) The District and the Association pledge to resolve all grievances at the earliest possible stage of this procedure.
- (b) The District and the Association acknowledge that an administrator may use this procedure without fear of discrimination, coercion or reprisal.
- (c) Informal settlements reached at any stage of this procedure shall bind the immediate parties to such settlements, but said settlements shall not be binding in future grievance proceedings.
- (d) Each party shall have access at reasonable times to all records which pertain to a grievance.

**14.7 Stage one.**

- (a) A grievant shall make an oral complaint to the Superintendent. The Superintendent and the grievant shall discuss the grievance and attempt to resolve it.

- (b) If a grievance is not resolved to the satisfaction of a grievant, he shall submit the grievance in writing to the superintendent within five days after a discussion with the Superintendent, as described in paragraph (a) of this section of this article.
- (c) Within ten days after receipt of a written grievance, the Superintendent shall hold a hearing with the grievant.
- (d) The Superintendent shall render a written decision within ten days working days after the conclusion of the hearing.

**14.8 Stage two.**

- (a) If the grievant or the Association is not satisfied with the decision of the Superintendent, the Association may elect to submit the grievance to arbitration by serving written notice upon the Superintendent within ten days after the receipt of the decision at stage one.
- (b) The District and the Association shall be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- (c) The arbitrator's decision will be in writing and will set forth his findings, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this agreement.
- (d) The decision of the arbitrator shall be final and binding.
- (e) The cost for the services of an arbitrator shall be borne equally by the District and the Association.

**14.9 Election of remedies.** If the Association submits an issue to arbitration, it shall thereafter be precluded from submitting the same issue to any other forum.

**Article 15 -- GENERAL PROVISIONS**

Sec.			
15.1	Supersession	15.3	Supremacy of agreement
15.2	Changes to agreement	15.4	Severability

**15.1 Supersession.** This agreement shall supersede any rules, regulations or practices of the District which are contrary to or inconsistent with its terms.

- 15.2 Changes to agreement.** This agreement constitutes the full and complete agreement between the parties and may be altered, changed, added to, deleted from, or modified only by the mutual consent of the parties by a written amendment hereto.
- 15.3 Supremacy of agreement.** Any individual arrangement, agreement, or contract heretofore or hereafter executed with any individual member of the negotiating unit represented by the Association shall be subject to and consistent with the terms and conditions of this agreement and subsequent agreements hereinafter executed by the parties. During its agreement shall be controlling.
- 15.4 Severability.** If any provision of this agreement or any application thereof to any unit member or group of unit members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effort.

#### **Article 16 -- LEGISLATIVE APPROVAL**

Sec.

16.1 Section 204-1 of the Public Employees' Fair Employment Act

- 16.1 Section 204-1 of the Public Employees' Fair Employment Act.** 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 17 -- LEADERSHIP DEVELOPMENT**

- 17.1 Tuition and professional development.** The District will provide an annual total sum of up to \$3,000 for unit members' professional development activities as approved by the Superintendent.

#### **Article 18 RETIREMENT INCENTIVE**

- 18.1 Eligibility requirements.** In order to qualify for the early retirement incentive an administrator must be a unit member on June 1, 2007 **and** must (1) be a full-time employee, (2) have provided at least ten years of service to the District, (3) submit an irrevocable letter of resignation within thirty working days of eligibility (notice period may be waived in the event of disability), (4) retire at the conclusion of a school year (except in the event of disability), and (5) retire no later than the school year following the school year during which the individual first becomes eligible for an undiminished retirement stipend under the New York State Teachers Retirement System.

**18.2 Options for early retirement incentive.** Those who meet all of the requirements in 18.1 and retire during first year of eligibility shall receive a stipend from the District equal to 20% of their final year's salary.

**18.3 Payment of early retirement incentive.** Administrators who qualify will receive twenty percent (20%) of the individual's final year's salary as a retirement stipend. Lump sum payment shall be made no later than July 30, immediately following retirement or up to three yearly installments based on agreements between the district and the individual beginning July 30.

**Article 19 -- LIFE INSURANCE**

**19.1 Life Insurance.** The district will pay \$200 toward the premium for a \$100,000 group term life insurance for each unit member. Upon separation or retirement from the district, a unit member will be allowed to continue or convert the insurance, as permissible by the insurance carrier, provided that the unit member pays the full cost of the coverage.

**Article 20 -- DURATION**

Sec.

20.1 Term of agreement

20.2 Negotiations for successor agreement

**20.1 Term of agreement.** Except as otherwise expressly hereinbefore set forth, the terms of this agreement shall take effect on July 1, 2007 and shall expire June 30, 2010.

**20.2 Negotiations for successor agreement.** Except as otherwise provided in section 4.3 of article four of this agreement, if either party to this agreement wishes to enter into negotiations for a successor thereto, it shall notify the other party of its intent to renegotiate no later than the fifteenth day of February immediately preceding the expiration date of this agreement.

Addison Central School District

By: Betsy A. Sticker  
Superintendent of Schools

Dated: May 30, 2007

Addison Administrator's Association

Russ M. Tyndall  
Negotiator

Dated: 5/30/2007