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AGREEMENT BETWEEN
HOLLEY CENTRAL SCHOOL SUPERINTENDENT
AND
THE HOLLEY CENTRAL SCHOOL
ADMINISTRATORS' ASSOCIATION
JULY 1, 2004 – JUNE 30, 2008

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

AGREEMENT BETWEEN
HOLLEY CENTRAL SCHOOL SUPERINTENDENT
AND
THE HOLLEY CENTRAL SCHOOL
ADMINISTRATORS' ASSOCIATION
JULY 1, 2004 – JUNE 30, 2008

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PREAMBLE

1. This agreement is made pursuant to the Public Employees' Fair Employment Act, and is entered into by and between THE HOLLEY CENTRAL SCHOOL ADMINISTRATIONS', (hereinafter referred to as the Association), and this HOLLEY CENTRAL SCHOOL SUPERINTENDENT (hereinafter referred to as the Superintendent).

RECOGNITION

2. The Superintendent recognizes the Association as the exclusive negotiating agent for all regularly appointed school administrators' employed by the Holley Central School. These employees currently include:
 1. High School Principal
 2. Middle School Principal
 3. Elementary School Principal
 4. Director of Instruction and Special Programs

EVALUATION

3. The Superintendent will be responsible each year for evaluating each member of the unit. The following procedures will be followed.
 1. In July, each unit member will have a conference with the Superintendent to mutually agree to individual goals for the year.
 2. A mid-year progress conference will be held between this Superintendent and each unit member to assess the progress being made in achieving the above goals.
 3. During the course of the year, either the Superintendent or unit members may request additional conferences to discuss the goals.
 4. In June, a final conference will be held to evaluate the progress in meeting the goals.
 5. Following this June conference, the Superintendent will prepare a written summary which will be shared with the unit member and placed in his/her personnel file.
 6. The summary is to be signed by the unit member with an accompanying rebuttal, if desired.

7. The above procedure does not preclude conferences between the Superintendent and a unit member to discuss any phase of the unit member's job performance.

HEALTH INSURANCE

4. The district shall offer both the traditional and the point of service plans offered through the Orleans-Niagara BOCES Health Consortium. All employees hired after November 1, 2004, must join the point of service plan.

If an existing employee elects the traditional plan, the district will pay 90% of the premium in 2004-05, 85% of the premium in 2005-06, and 80% of the premium in 2006-07, and every year thereafter for either individual, two person or family coverage as applicable to each professional employee desiring to be covered.

For the traditional plan, on December 1, 2004, the prescription drug co-pay will be \$5 for generic drugs, \$15 for brand name drugs and \$20 for non-formulary drugs.

If an employee, who was in the traditional plan as of September 1, 2004, elects to transfer to the point of service plan, they will be paid a one-time stipend of \$2500. This stipend will be paid as follows: \$2500 by December 3, 2004. This stipend will be paid into a 105H plan unless the employee agrees to pay the district's cost to Social Security and Employees' Retirement. If the employee agrees to pay these costs, then they may receive the stipend in cash.

Health insurance elections must be made by June 15th of the prior year. Elections may not be changed during that school year unless there is a life change: e.g. marriage, divorce, birth, loss of insurance by a spouse, death, etc. during the year.

Employees who elect not to receive health insurance through Holley will receive a buy-out stipend of \$1750 for 2004-05, \$1850 for 2005-06 and \$2000 for every year thereafter. This stipend may be taken in cash or put into a 105H or 403b plan.

If an employee, who changed to point of service, wishes to go back to the traditional plan they may providing they pay back the \$2500 conversion stipend and they pay the difference in premium between the point of service and the traditional plans.

The district will no longer pay the deductibles in the traditional plan.

SICK LEAVE BANK

5. The Association and the District will establish a sick leave bank, beginning July 1, 1991.
 - a. During the first year, the District will contribute 50 days and each member of the Association will contribute 1 day.
 - b. During the second year, the District will contribute 10 days and each member of the Association will contribute 1 day.
 - c. During the third year, the District will contribute 15 days and each member of the Association will contribute 1 day.
 - d. After the third year, an Association member can contribute 1 day per year on a voluntary basis, if the balance in the sick bank falls below 50 days.
 - e. Any new member of the Association will have to contribute 1 day per year to the bank, for their first three years of employment, before they are eligible to use the bank.
 - f. Each Association member must contribute at least one day to the bank before they can submit a request for days from the bank.
 - g. A committee of one Association member, the Superintendent, and one Board of Education member will monitor the program and approve or disapprove requests.
 - h. Each Association member's days contributed to the bank will be returned to the member immediately upon request and with the approval of the Superintendent. This request must be in writing and based upon illness.
 - i. If a member of the Association needs additional days greater than those contributed:
 - The member must request these days in writing.
 - The member may be asked for a letter of confirmation from a physician.
 - The member may be asked to estimate the length of his/her absence.
 - The member is eligible to request 5 days for each day that he/she has contributed to the bank.
 - j. In emergencies, a member may request days beyond this formula. If this becomes necessary, the member must submit a physician's letter. Attendance records will be considered for approval or disapproval of this request.

k. No request for days from the bank will be approved until the requesting member has exhausted all his/her accumulated sick days.

l. Loan repayment procedure.

Repayment is based upon the total number of days borrowed.

The number of days repaid during a school year will be 1/3 of the members accumulated sick days, including that year. The maximum number of days to be repaid per year will be 8.

Upon termination of employment all repayment of loaned days will be waived.

OTHER BENEFITS

6. Each school administrator will receive those benefits currently enjoyed in the contract covering the District's teaching employees. Any additional benefits granted to this group will also be granted to the Holley Central School Administrators' Association members.

During the regular school year, administrators are not expected to report for work on days school is not in session with the exception that one member of the unit will be in District for the thirteen days during Christmas school vacation, winter break and Easter recess; each administrator will cover four of these days with one administrator, each year, reporting for the thirteenth day.

The bargaining unit will decide on the administrator coverage during the above stated days. Where there are conflicts, the Superintendent will make the final decision. Working hours will be 8-12 and 12:30-2:30.

In order to compensate for the above stated coverage, each administrator will be granted four additional vacation days to be taken anytime during the calendar year. These days can be taken in full or half day increments.

Flex benefit will be \$1000 per year. This may be taken in a 105h account.

The district encourages and will support professional development opportunities for its administrators.

a. Paid holidays - Labor Day, Columbus Day, Veteran's Day, Thanksgiving and the day after, Christmas and one additional day (if Christmas falls on a Sunday or Monday the next succeeding working day shall be a paid holiday; if Christmas falls on Tuesday, Wednesday, Thursday, Friday or Saturday, the preceding work day shall be a paid holiday), New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day and July 4th.

b. Vacation Schedule/Work Year

- a. 12 month administrator - 20 vacation days. Unused vacation days: Ten may be turned into sick days, five may be carried over to a maximum of 35 days.**
- b. 11-month administrator - work first two weeks of July and last two weeks of August**
- c. Unused sick leave days may accrue to 280 days for 12-month employees in 2004-05, 290 days in 2005-06 and 300 days thereafter; and 260 days for 11 month employees.**
- d. Personal days shall be 5 days per year.**
- c. Administrators will have the option of coming in to work on a declared snow day or using a vacation or personal day. Administrators do not have to report to work when there is a declared state of emergency closing.**

DURATION

This Agreement between the Board of Education and the Holley Central School Administrators' Association shall remain in effect until modified or changed by mutual agreement in subsequent negotiations. This Agreement shall become effective July 1, 2004 and shall be in effect until June 30, 2008.

COMPENSATION

	2003-04	2004-05	2005-06	2006-07	2007-08
		3%	3%	3%	3%
Brenda Freida	85,281.37	87,839.81	90,475.01	93,189.26	95,984.93
Mike Gilbert	88,425.50	91,078.27	93,810.61	96,624.93	99,523.68
Karri Schiavone	78,803.23	84,641.26	88,026.91	91,547.99	95,209.91
Susan Menga	N/A	72,000.00*			

Merit pay is dropped. In exchange, the following will be put in a 403b Plan. 2004-2005 - \$500; 2005-2006 - \$650; 2006-2007 - \$750 and 2007-2008 - \$850.

*To be re-evaluated at the end of the 2004-05 school year. Susan Menga will receive at least the 3% for 05-06, 06-07 and 07-08 that the other administrators are receiving.

Mary Anne Kernis 2/2/05 Michael Gilbert 2/2/05
For the District Date Michael Gilbert Date

Brenda Freida 2/3/05
Brenda Freida Date

Karri Schiavone 2-2-05
Karri Schiavone Date

Susan R Menga 2-2-05
Susan Menga Date