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**AGREEMENT
BETWEEN**

THE PINE PLAINS ADMINISTRATIVE ASSOCIATION

AND

THE BOARD OF EDUCATION

OF THE

PINE PLAINS CENTRAL SCHOOL DISTRICT

July 1, 2005 - June 30, 2008

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

(10)

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PINE PLAINS CENTRAL SCHOOL DISTRICT

AND

PINE PLAINS ADMINISTRATIVE ASSOCIATION

ARTICLE I - RECOGNITION

A. The Board recognizes the Association as the exclusive negotiating agent for certificated supervisory personnel including Building Principals, Director of Pupil Personnel Services, Director of Special Education, as well as for professional personnel employed in positions requiring certification which positions are not included in the teachers' bargaining unit; for non-certificated supervisory personnel including Supervisor of Transportation, Director of School Facilities and Operations I, School Lunch Manager and any supervisory positions the Board shall make in the future relative to supervisors of non-certificated personnel; and for the secretaries to the Building Principals, as listed herein: Norma Ackert, Elaine Hutchinson, and Laura Wendover.

B. The secretarial positions in this bargaining unit shall transfer to the School Related Personnel bargaining unit once the incumbents retire or voluntarily transfer into positions within the SRP unit; provided, however, that they shall return to this bargaining unit in the event of a recall by reason of Civil Service Law requirements, whereupon their status shall be within this bargaining unit following such recall.

C. No Strike Policy - The Pine Plains Administrative Association does hereby offer a policy that it does not assert the right to strike against the school system, nor indulge in a slow-down of work, nor impose sanctions upon the School District, nor will it impose any obligation on said employees to conduct, assist, or participate in a strike.

ARTICLE II - INDIVIDUAL AND ASSOCIATION RIGHTS

A. Agency Fee/Dues Deduction

1. Upon receiving written authorization prior to October 1 of each school year, the Board agrees to deduct from the salaries of Union members the amount specified by the Union. Such dues shall be deducted in twenty (20) equal payments, one each pay period beginning in October.
2. Employees covered by this Agreement who do not voluntarily maintain membership in the Union shall be required to pay an Agency Fee to the Union for those services the Union is required to provide.
3. The Agency Fee shall be the same amount and payable at the same time and in the same manner as the dues of Union members.
4. The Union affirms that it has adopted procedures for refunds of Agency Fee deductions as

required by Section 3, Chapter 677 of the Laws of New York State, 1977.

5. The Association shall certify to the Board in writing: (i) the current rate of its membership dues and, (ii) any change in the rate of its membership dues thirty (30) days prior to the effective date thereof.
 6. The Board shall, following each pay period from which a dues or agency fee deduction is made, transmit the same to the Association accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.
- B. The President of the Association, or his designee, will be provided five (5) days per year with pay to conduct Association business, provided sufficient notice is given and mutually satisfactory arrangements are made.
- C. All unit members shall be entitled to attend, free of charge, all regular school sponsored activities, including athletic events.
- D. Every employee shall have the right upon request to review the contents of his/her own personnel file, except references. An employee shall be allowed to copy any such records. No derogatory material except references shall be placed in an employee's personnel folder unless he/she has received such material and has had an opportunity to review such material. The employee shall be required to initial such material indicating that there has been an opportunity to review. Initialing shall not indicate agreement with content. The employee shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Chief School Administrator and included in the file material.
- E. Rules and regulations governing the activities of members of the unit within the school buildings shall be uniform throughout the District.

ARTICLE III - WORKING CONDITIONS

- A. All medical examinations and tests related to application requirements for new unit members shall be paid by the Board as well as such legally mandated annual requirements for certain unit members. The Board will reimburse up to \$25.00 upon submission of a paid bill for a medical examination by a physician other than the school physician. The bill must be submitted during that school year.
- B. Emergency Days - On emergency school closing days, twelve-month unit members will be required to stay at work until 3:00 P.M. Members should report to work as close to normal working hours as conditions present in each individual situation. They should contact the District Office if they are unable to report to work by 9:00 A.M. and discuss the situation with the Superintendent or his/her designee. The unit member may choose to use a "leave day" if he or she believes road conditions prevent their safe travel to work. If a State of Emergency exists within the area in which a unit member must travel to reach work, s/he will not be charged with a "leave" or "vacation" day. This situation must be discussed with the Superintendent. On early

dismissal days due to emergency conditions, twelve-month unit members will remain in school until the students attending their building have been dropped off.

C. Mileage Allowance - Unit members required in the course of their work to drive personal automobiles shall receive an automobile allowance of the rate determined by the I.R.S. for deductions. The same allowance shall be given for use of personal automobiles for field trips or other business of the District, if authorized.

D. Vacations

1. (a) Twelve-month employees shall be awarded three (3) weeks vacation upon hire and four (4) weeks of vacation following three (3) full school years of employment.

(b) Upon initial employment, vacation days will be pro-rated through the end of the first school year (June 30) of employment. Members will receive 1/12 of their awarded vacation for each month employed through the end of the current school year, with the pro-rated vacation time credited at the start of employment. Thereafter, they will be awarded the annual vacation time as stated above.

(c) In the event that a unit member resigns or departs during a school year, vacation will be awarded on a monthly basis according to the following schedule:

Days/Year Awarded

<u>Month</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	
July	2.5	5.0	6.25	7.5	Days Per Month
August	2.5	5.0	6.25	7.5	Days Per Month
Sept-June	0.5	0.5	0.75	1.0	Days Per Month

2. Provisions may be made between the employee and the Superintendent of Schools relative to the changing of the vacation schedules so that an employee may take more than the allocated vacation time in one year and/or have it carry over into another year. Furthermore, if the employee is not able to take vacation because of required work, then the District will pay the employee at a rate of pay equal to his or her daily compensation for each day of vacation not used. The decision on whether or not the employee must work will be a decision made by the Superintendent of Schools or his designee.

3. The vacation schedules for unit members shall be planned at least four months in advance and shall be granted at the discretion of the Superintendent of Schools or his/her designee. Approval shall not unreasonably be withheld, with consideration being given to building coverage requirements and programmatic requirements. The last two weeks before student instruction begins in the Fall semester shall be restricted from vacation use, unless special arrangements are made with the Superintendent, including a special exception for the Summer School Administrator, if that function is performed by a single person who is a member of the bargaining unit.

Building administrators, the Director of Special Education, the Supervisor of Buildings and Grounds and the Transportation Supervisor shall not be required to work during recess periods that occur during the Fall and Spring Semesters of the student instructional year, provided that their workloads are deemed to be current by the Superintendent of Schools and no special needs exist as determined by the Superintendent of Schools.

4. In determining the daily value of vacation days, the formula of 1/240th of annual salary shall be applied.

5. Accrued vacation pay will be paid to the employee's estate in the event of the employee's death.

E. Holidays - Fourteen (14) guaranteed paid holidays shall be observed for all twelve-month employees, as follows:

New Year's Eve	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Washington's/Lincoln's Birthday	Thanksgiving Day and the day following
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	

If the holiday falls in a vacation period or on a Saturday or Sunday and is not observed on the preceding Friday or following Monday, the employee will be allowed a compensatory day that is mutually convenient to both employer and employee.

F. Leaves of Absence

1. At the beginning of the school year, each unit member shall be credited with four (4) leave days plus one for each month of the year they are required to work (e.g., 12-month members will receive 16 days and 10-month members will receive 14 days). Leave days will be allowed to accumulate up to a maximum of 190 days. When an employee reaches the maximum of 190 leave days, leave days will then be subtracted from that total during the school year when they are used by the employee.

2. A Request for Leave will be granted when an employee submits the required form indicating the desire to take a "leave day" to the District Office. The specifics of the leave are not required in writing and are limited to the total accumulated days. Professional ethics will dictate the reasons for the leave request and will include, but not be limited to:

1. Illness - either personal or family
2. Legal business
3. Funeral
4. Death in family
5. Certification or pension visits
6. Home emergencies (furnaces, etc.)
7. Accidents
8. Unavoidable delays in commercial transportation
9. Graduations and college visitations
10. Unsafe road conditions (when school is not in session).

Leave days are never to be used for recreational activities, shopping or extensions of holidays.

3. Additional provision to the leave policy in the case of single sustained illness or accident will be reviewed by the Board. The Board will consider such items as the nature of the illness, the need for medical attention, and the nature and length of confinement.

a. The Board shall adopt the following procedures in considering a leave extension:

- i. Require the employee to exhaust all leave day accumulations before a leave extension is considered.
- ii. The employee shall be retained at full pay for the remainder of his illness or accident period or until the end of that school year, whichever is earlier.
- iii. Any longer period of payment will only take place after a second Board review.
- iv. Upon return from leave, a ten-month employee shall be credited with ten (10) leave days, non-accumulative, and twelve-month employees shall be credited with twelve (12) leave days, non-accumulative.
- v. This benefit shall be limited to sixty (60) days of paid leave time during the three hundred sixty-five (365) day period to commence when the first such day is used.

4. Unit members who, upon retirement from the District, have 100 or more accumulated leave days shall be entitled to receive a payment equal to \$100.00 per day for those accumulated days in excess of 100. Such payments shall be made in the form of a non-elective

direct employer contribution into the unit member's Section 403(b) Tax Sheltered Annuity. This benefit vests only after ten years of service in the District.

G. Dental Insurance

1. Any member of this bargaining unit may elect to participate in the Dental Plan offered by the Pine Plains Central School District to its employees, at no cost to the employees, for individual coverage.

2. The District will provide the option of a family dental plan to those unit members with families. The District will continue to fund the current family dental plan being offered to the Association.

3. In the event that a unit member has access to the dental plan of another bargaining unit and prefers the coverage in that unit and in the further event that the cost does not exceed the per capita cost referenced in paragraph "2" above and the member's departure from the plan does not significantly increase the premium costs to maintain the P.P.A.A. plan, the District will pay that member's contribution for participation in such other plan.

4. Dental Insurance Committee - The parties will form a committee comprised of up to two unit members and one central office administrator to review dental insurance plans that may include enhanced benefits at a cost comparable to the current cost expended by the District. The Committee shall report its findings, in writing, to the parties, on or before April 15, 2006.

H. Medical Insurance

1. The Board shall pay a percentage (as determined below) of the cost of individual or family coverage in the DEHIC Alternate PPO Plan, effective as soon as practicable after ratification. Unit members who opt for coverage under this provision shall contribute toward their health insurance premium in the percentage as given below. This shall be through a Section 125 Internal Revenue Code Premium Only Plan. The contribution to health insurance premium costs specified in this provision shall not be affected by state or federal laws concerning health insurance premium funding unless specifically required by such laws.

TABLE: To Determine Health Insurance Contributions

<u>Salary Range</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>
At or over \$60,000 per year effective 07/01/05	90% of premium	10% of premium
At or over \$60,000 per year effective 02/01/06	89% of premium	11% of premium
At or over \$60,000 per year	88% of premium	12% of premium

effective 07/01/06

At or over \$40,000 but under \$60,000 per year	93% of premium	7% of premium
Under \$40,000 per year	96% of premium	4% of premium

2. Under the terms of the DEHIC Alternate P.P.O. Plan, the District shall pay a percentage of the health insurance premium for retirees (for either the individual or family plan) based on the table above using their final salary in the District to determine the percentage. This provision shall only be in effect for unit members who retire on or after July 1, 1998. The District shall pay 100% of the cost of the Dutchess County P.P.O. Plan for all persons who have retired from this bargaining unit prior to July 1, 1998, subject to the dual coverage restriction.

3. The parties further agree that the District's obligation to fund health maintenance organization premiums shall not exceed the cost, in dollars, for individual or family coverage, of those coverages under the District's health insurance plan.

I. Health Insurance Buy-Out - Unit members may opt-out from coverage in the District's health insurance plan(s) upon filing written notice for exercising that option, with proof of other health insurance coverage, by June 1st of each school year. The payment for opting-out shall be \$1,600.00 annually for up to four health insurance buy-outs; \$1,800.00 if there are five buy-outs, \$2,000.00 if there are six buy-outs and \$2,200.00 if there are seven or more buy-outs. The buy-out amount shall be adjusted on an annual basis in accordance with the number of buy-outs as referenced above; and shall be made on or before November 15th of the applicable school year. Re-entry shall be allowed at any time subject only to the rules governing the health insurance plan(s). Upon re-entry, the unit member shall reimburse the District on the basis of 1/12th of applicable buy-out amount for each of those months remaining in the one year period during which the District's insurance plan(s) will provide coverage. Reimbursement shall be required on the same pro-rated basis for any unit member who resigns or retires during the period for which a buy-out payment has been made. Upon failure to pay the reimbursement, the District may recoup from unpaid salary the amount owed by the unit members.

J. Dual Coverage Restriction - In the event that a unit member and his/her spouse are both eligible to participate in the District's health insurance plan(s), their participation shall be restricted to a single family coverage or two (2) individual coverages. In the event that a single family coverage is opted for, there shall be an entitlement to payment of a mandatory health insurance buy-out in the amount referenced in Paragraph "I", above. In the event of the death of the insured spouse after the time of retirement of both spouses from the District, the surviving spouse shall be entitled to individual or family coverage, if applicable, in the District's plan(s).

K. Child-Rearing Leave

1. A unit member may request and shall be granted, upon the birth of a child, leave without pay for child-rearing purposes for a period not to exceed two (2) years or the beginning of the semester immediately following two (2) years.

2. For female employees who utilize leave for pregnancy disability, a leave for child-rearing purposes shall be granted upon request following the period of disability.

3. Such leave may be initiated prior to the onset of pregnancy disability, in which case such leave shall be without pay, and there shall be no pay for the period of pregnancy-related disability.

4. Unit members requesting such leave shall give 60-days notice where possible to the District prior to commencement of leave. The notice shall include tentative commencement and termination dates.

5. No unit member shall be allowed to set as a tentative or actual return date one beyond the beginning of an academic semester, without the approval of the Superintendent of Schools and acceptance of the Board of Education. The unit member shall give at least 60-days notice of the actual date.

6. In the event that pregnancy is terminated, or the child dies during the course of leave pursuant to this section, an actual return date may be set upon the approval of the Superintendent, and acceptance of the Board with less than 60-days notice, or the unit member may return at the beginning of the next semester as a matter of right.

7. The provisions set forth above shall apply equally where a unit member desires to adopt a child within the age range for which leave must be granted in accordance with New York State law.

L. Professional Association Leave - The President of the Association and any other unit member elected to office as an affiliate of the Association shall, upon request, be granted a leave of absence without pay for a period not to exceed two (2) years. Such unit member shall be entitled to return to the same or equivalent position which he/she left.

M. Pro Bono Publico - The Chief School Administrator may grant a leave of absence for a period not to exceed two (2) years without pay to a unit member for the purpose of temporary employment in public service or in activities of social significance such as Peace Corps, Vista, Teacher Corps, and public office which will result in professional growth. Such unit member shall be entitled to return to a position in the District comparable to the one held prior to going on leave.

N. Military Leave - The District will grant military leave consistent with the requirements of state and federal law.

O. Jury Duty - Employees shall reimburse the District any amount of money received while serving on jury duty when such leave is with full pay. Said reimbursement to the District need not include an amount retained for actual expenses incurred in serving on the jury (i.e.; meal expenses).

P. Workers' Compensation - Whenever a unit member shall be absent as a result of injury or disability for which the unit member is entitled to pay under Workers' Compensation Insurance, the unit member shall be paid the regular salary subject to the deduction therefrom of the amount of Workers' Compensation salary payments, which absence shall not affect the unit member's accumulated sick leave. The right to continuation of pay under this paragraph shall be subject to the provisions of Article III(F)(2)(i-iv).

Q. Study Leave - Unit members shall be granted up to two (2) years leave without pay for the purpose of study related to certification and for course work leading to advanced degrees at recognized accredited universities so long as the subject matter of the degree is relevant to the unit member's position in the District.

R. Limitations on Leave Pursuant to Paragraphs L, M and Q

1. Leave shall be granted at a mutually agreeable time as determined by the employee and the Superintendent of Schools.

2. Only one member of the Unit shall be granted leave during any period of time.

S. Professional Growth

1. Certified unit members shall be reimbursed for college tuition cost of coursework relevant to the member's work in the District; provided that advanced approval from the Superintendent was granted.

2. Certified unit members shall be reimbursed for the reasonable cost of the conference/workshop attendance (i.e., meals, lodging and travel, at the I.R.S. tax deductible rate), if not reimbursed by an outside source; provided, that the prior approval of the Superintendent was granted.

3. Non-certified unit members may express interest in job-related training to their supervisor and/or Unit Representative. The supervisor and Superintendent of Schools may grant permission to attend such training.

ARTICLE IV - PAST PRACTICE - SEVERABILITY

Any rights, privileges, or benefits already accorded to the employees of the bargaining unit not specifically altered by this Agreement shall not be rescinded as a result of this

Agreement. If any Court judges any part of this contract illegal, the remainder of the contract shall remain in full force and effect as if illegal action never existed.

ARTICLE V - SALARY AND ECONOMIC CONDITIONS

A. Salaries - All unit members employed in the bargaining unit during the preceding school year shall receive salary increases of 4.5% effective July 1, 2005; 4.5% effective July 1, 2006; and 4.0% effective July 1, 2007. The salary increase for 2005-2006 shall not apply to the Director of Special Education's salary. The Summer School Principal stipend shall be increased by the same percentages each year of this agreement.

B. A clothing allowance of \$175.00, plus an additional \$75.00 for those who are required to wear work shoes, each year shall be made available to the Supervisor of Transportation, Director of School Facilities and Operations I and School Lunch Manager.

C. Overtime for unit members subject to the minimum wage and maximum hours provision of the Fair Labor Standards Act shall be paid for at the rate of time and one-half for hours worked in excess of forty (40) hours per week, as directed by the employee's supervisor. By mutual agreement, compensatory time off may be taken in lieu of overtime pay in accordance with the provisions of the Fair Labor Standards Act.

D. The position of Summer School Principal is recognized as bargaining unit work. The hiring of a non-unit member when a qualified applicant from within the unit does not apply shall not be deemed a breach of the exclusivity of this work as unit work. The Summer School Principal position may be shared between two unit members with the approval of the Superintendent of Schools. The application deadline for unit members who are interested in serving as Summer School Principal shall be on or before April 1st of the preceding school year. All applications shall be in writing and submitted to the Superintendent of Schools.

E. Longevity

1. Education Law certified unit members shall receive longevities for service in the bargaining unit as follows:

Years of Service	2005-2006	2006-2007	2007-2008
After 3 years	\$1,000.00	\$1,500.00	\$2,000.00
After 6 years	\$1,000.00	\$1,500.00	\$2,000.00
After 9 years	\$1,000.00	\$1,500.00	\$2,000.00

Longevity paid shall be cumulative and continuous, but shall not be added to the salary base for computing salary increases.

2. All other members of the bargaining unit shall be paid longevity according to the schedule of payments set forth in the Collectively Negotiated Agreement between the District and the School Related Personnel bargaining unit.

ARTICLE VI - MAINTENANCE OF STANDARDS

A. Existing terms and conditions of employment may only be changed by mutual agreement. New terms and conditions of employment shall be negotiated with the Association as required by PERB.

For the purposes of arbitral review, terms and conditions of employment shall be considered those recognized by the Court of Appeals or PERB. Where no such ruling has been made, reference to the United States Supreme Court and NLRB decisions shall be made. The arbitrator shall be without power to find subjects to be terms and conditions of employment where precedent referred to above is to the contrary.

B. Any arrangement, individual or otherwise, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this Agreement. If an individual arrangement, agreement, or contract contains language inconsistent with this Agreement, this Agreement during its duration shall be controlling. In the event that unit work must be performed by non-unit members, the District shall be free to negotiate such terms as shall be necessary to provide programs or services.

C. If any provision of this Agreement or any application of the Agreement to any unit member or group of unit members should be found to be contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue to have full force and effect.

ARTICLE VII - RETIREMENT PLAN FOR CIVIL SERVICE EMPLOYEES

A. The Employer shall continue to participate in the non-contributory New York State Retirement Plan, Section 75-E. The District shall provide E.R.S. Plan 75-I for those who are eligible effective with the 1995-98 Agreement.

B. The Employer shall continue to participate in the improved death benefit of the New York State Retirement Plan under Section 60-B.

ARTICLE VIII - RETIREMENT INCENTIVE

A. For the 1989-90 school year, unit members who are eligible to receive retirement payments from N.Y.S.T.R.S. or N.Y.S.E.R.S. and who have at least twenty (20) years of credited service in N.Y.S.T.R.S. or N.Y.S.E.R.S., as well as fifteen (15) years of service in this School District, shall be eligible to receive the retirement incentive referenced in Paragraph "C" below,

if the written letter of retirement to be effective on June 30, 1990,* is submitted to the Business Office of the District, on or before May 1, 1990 or if the written letter of retirement to be effective on June 30, 1991 is submitted to the Business Office of the District on or before February 1, 1991.*

B. Each school year thereafter, unit members may be eligible to receive the incentive referenced in Paragraph "C" below, during the school year in which such members are first eligible to receive retirement payments from the N.Y.S.T.R.S. or N.Y.S.E.R.S., having at least twenty (20) years of credited service in the N.Y.S.T.R.S. or N.Y.S.E.R.S. as well as fifteen (15) years of service in this School District, provided that a written letter of retirement, to be effective on June 30th* of such first year of eligibility, is submitted to the Business Office of the District, on or before February 1 of that year.

C. The retirement incentive shall be a payment of 35% of their final year's base salary of certified unit members and 15% of their final year's base salary for non-certified unit members, payable between June 30th and November 15th of the year of retirement.

The retirement incentive shall be paid as a non-elective direct employer contribution into the employee's Section 403(b) Internal Revenue Code tax sheltered annuity, subject to the cap limitation of Section 415 of the Internal Revenue Code, using a calendar year basis for computing the cap. Any payment that would cause the cap to be exceeded by reason of this provision and/or the provision regarding liquidation of sick leave upon retirement shall instead be paid as additional compensation. See 403b Memorandum of Agreement appended hereto.

ARTICLE IX - PARITY REOPENER

It is the intent of the parties that unit members enjoy the highest level of fringe benefits afforded to employees in the District.

In the event that another bargaining unit negotiates a fringe benefit superior to or not presently provided to members of this bargaining unit, negotiations may be reopened to bargain such subject upon the demand of P.P.A.A.

* A minimum of thirty (30) days notice prior to the effective date of retirement shall apply in the case of a non-supervisory non-instructional unit member.

* The group referenced in this paragraph has been offered an alternative retirement date due to the delayed settlement of the 1989-92 Contract

ARTICLE X - 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 FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XI - DURATION OF CONTRACT AND REOPENER

This Agreement shall become effective as of July 1, 2005 and shall remain in full force and effect through June 30, 2008. The Association agrees that all negotiable items have been discussed during the negotiations leading to this Agreement, and agrees that negotiations will not be reopened on any item, whether contained in this Agreement or not, during the life of this Agreement. In the event either party wishes to amend this Agreement, all negotiation proposals will be submitted no later than February 15, 2008. Negotiations must commence no later than March 1, 2008.

5-9-07
DATE

Li J. Keung
SUPERINTENDENT OF SCHOOLS

5/9/07
DATE

MM MM
PINE PLAINS ADMINISTRATIVE
ASSOCIATION

APPENDIX A
GRIEVANCE PROCEDURE

GENERAL PROVISIONS

A. A grievance is a claim by any employee, group of employees, or P.P.A.A. that there has been or is a violation or deprivation of a term and/or condition of employment under this contract.

B. All grievances shall include the name and position of the aggrieved party, the time and place of the grievance, the contract provision allegedly violated, a general statement of the nature of the grievance and the redress sought.

C. A grievance shall be deemed waived unless it is submitted in writing within 30 school days after the aggrieved party knew or should have known of the events or conditions on which it is based. During the summer recess, work days shall be considered as school days.

Continuing alleged violations may be grieved at any time, provided that any redress may not be retroactive prior to the date the grievance was filed.

D. The District and the Association will facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the grievance.

E. The grievant shall have the right of representation at all stages of the grievance procedure and, when hearings are convened, to confront and cross-examine all witnesses called against him or her, as well as to testify and call witnesses on his or her own behalf.

F. In any grievance brought by a unit member or group of unit members, P.P.A.A. shall be notified of all hearing dates, given copies of all exhibits and decisions and have the opportunity to cross-examine all witnesses.

G. No interference, coercion, restraint, discrimination, or reprisal of any kind at any time will be taken by the District or by any member of the administration against the Association or any other participant in the grievance procedure.

H. Failure by the District to hold a hearing or submit decisions within the time limits set forth herein, shall be construed as a denial of the grievance and the grievance may be appealed to the next stage.

I. Grievances shall be submitted at the lowest possible stage where relief may be granted.

J. There shall be no presentation of grievances during work hours unless mutually agreed upon.

PROCEDURES

A. Stage I - The grievance shall be presented in writing to the appropriate building principal or immediate supervisor who shall have the option to hold a hearing within five (5) school days of the submission of the grievance and render a written decision within five (5) school days thereafter.

B. Stage II - Within ten (10) school days of the disposition of the grievance at Stage I, the grievant may appeal in writing to the Superintendent unless Stage I is before the Superintendent in which event the grievant should proceed from Stage I to Stage III. The Superintendent shall have the option to hold a hearing within five (5) school days of the submission of the appeal and render a written decision within five (5) school days thereafter.

C. Stage III - Within ten (10) school days of the disposition of the grievance at Stage II, the Association may request the Board to schedule a hearing with respect to the grievance or may file with the Clerk of the Board a Demand for Arbitration. If the Board agrees to hold a hearing, the hearing, before the Board or a committee thereof, shall be held within ten (10) school days of the submission of the request therefor. The written decision of the Board shall be rendered within five (5) school days of the hearing. In the event the decision of the Board does not resolve the grievance or if the Board declines to schedule the hearing, the Association may demand arbitration of the grievance by filing a Demand for Arbitration with the Clerk of the Board within ten (10) school days of the date of the Board's decision or the date when the Board declined to schedule a hearing.

ARBITRATION

A. Following submission of the Demand for Arbitration to the Clerk of the Board, the P.P.A.A. shall file the demand for one of the following named arbitrators in order of first availability:

Daniel Collins
Herbert Haber
Jeffrey Selchick.

B. All demands for arbitration and all arbitrations shall be processed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

C. The arbitrator shall be without power or authority to make any decision which requires the commission of any 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 cost of the services of the arbitrator will be divided equally between the Board and the Association.

E. The decision of the arbitrator shall be final and binding on the parties.

F. Either party may, with the consent of the other party, request the expedited Labor Arbitration Tribunal.

G. When an individual is pursuing a grievance that is referable to an outside agency, pursuit of said grievance via the contractual procedure shall be deemed an individual waiver of the right to commence an agency or court proceeding based upon the subject matter of the grievance.

**Appendix B
Salary Schedule**

CERTIFIED*				
Name	Position	2005-2006	2006-2007	2007-2008
Azoff, Richard	Principal, Elementary	94,005	98,690	105,078
Glynn, James	Principal, Elementary	87,735	92,138	98,264
Hess, Robert	Principal, Secondary	102,045	108,002	113,642
Howe, John	Principal, Secondary	96,095	100,874	105,349
Stoorvogel, Maryann	Director, Special Education	82,000	85,690	89,118
*Salaries for certified employees include Longevity, where applicable, per schedule (Article V, §E, ¶1)				

NON-CERTIFIED**				
Name	Position	2005-2006	2006-2007	2007-2008
Ackert, Norma	Typist	45,153	48,444	50,254
Boyles, William	School Lunch Manager	47,458	50,201	52,081
Garrick, Thomas	Director, Facilities & Operations <i>retired 1-31-07</i>	48,810	52,494	
McKibben, Richard	Director, Facilities & Operations <i>effective 1-22-07</i>		55,000	57,200
Hutchinson, Elaine	Typist	42,248	44,907	46,575
Vleming, Judy	Supervisor, Transportation <i>effective 4-15-06</i>	45,000	47,025	48,906
Vleming, Judy	Head Bus Driver <i>through 4-14-06</i>	41,278		
Wendover, Laura	Typist	43,607	46,578	48,313
**Salaries for non-certified employees include Longevity, where applicable. Longevity is based on current SRP contract.				

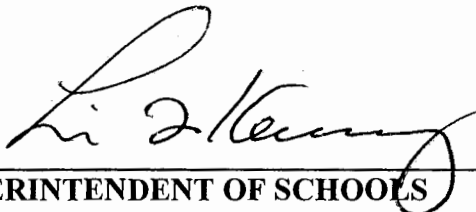
APPENDIX C

This letter confirms that, as of the 1st day of July 2005, the following P.P.A.A. unit members are entitled to five (5) weeks of vacation per year and shall be entitled to receive that number of weeks of vacation for the remaining years of their employment in the District:

Robert Hess
Norma Ackert
Laura Wendover
Elaine Hutchinson

AGREED to this 9 day of May, 2007.

5-9-07
DATE



SUPERINTENDENT OF SCHOOLS

5/9/07
DATE



PINE PLAINS ADMINISTRATIVE
ASSOCIATION

MEMORANDUM OF AGREEMENT (hereinafter "MOA")

THIS AGREEMENT entered into as of the ___ day of May, 2007, by and between the Pine Plains Central School District ("Employer" or "District") and the Pine Plains Administrators Association ("PPAA" or "Association"), does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between the District and the PPAA as follows:

Effective on the date of execution, the District and PPAA agree that the following terms shall modify the retirement incentive payout entitlements of Articles VIII of the 2005-2008 Agreement between the PPAA:

MANDATORY CLAUSES

1. **No Cash Option:** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. **Contribution Limitations:** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under §415(c)(1) of the Internal Revenue Code, as adjusted for cost of living increases, using the calendar year for determining the contribution limit. For Employer non-elective contributions made post-employment to a former employee's 403(b) account, the contribution limit shall be based on the employee's compensation, as determined under §403(b) (3) of the Code and, in any event, no Employer non-elective contribution shall be made on behalf of such former employee after the fourth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer non-elective contribution referenced in any of the preceding paragraphs exceeds the applicable contribution limits, the excess amount shall be handled by the Employer as follows:

* Explanation for TRS Categories: Under Education Law §501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's lifetime pension is, in part, calculated), includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving as compensation in their final year of employment that portion of the Employer non-elective contribution, which is in excess of the maximum contribution limits of IRC §415.

The final average salary of all other members of the TRS (i.e., all TRS members with a membership date on or after June 17, 1971) may not include any form of termination pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer non-elective contribution, which is in excess of the maximum contribution limits of IRC §415, may be more advantageous for those member.

- A. For all members in the New York State Teachers Retirement System (“TRS”) with a membership date before June 17, 1971,* the Employer shall first make an Employer non-elective contribution up to the contribution limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the employee. In no instance shall the employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the contribution limit of the Internal Revenue Code is fully met through payment of the Employer’s non-elective contribution; and
- B. For all members in the TRS with a membership date in the TRS on or after June 17, 1971, the employee shall first make an Employer non-elective contribution up to the contribution limit of the Internal Revenue Code. To the extent that the Employer non-elective contribution exceeds the contribution limit, such excess shall be reallocated to the employee the following year as an Employer non-elective contribution (which contribution shall not exceed the maximum amount permitted under the Code), and in January of the following year for up to four (4) years after the year of the Employee’s employment severance, until such time as the Employer’s non-elective contribution is fully deposited into the employee’s 403(b) account. In no case shall the Employer non-elective contribution exceed the contribution limit of the Internal Revenue Code.
1. **403(b) Accounts:** Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer non-elective contributions. If the employee does not designate a 403(b) account to receive Employer’s contributions, or if the account designated will not accept Employer’s non-elective contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into an endorsed/approved 403(b) program.
 2. **Tier I Adjustments:** For Tier I members with membership dates prior to June 17, 1971, Employer non-elective contribution hereunder will be reported as non-regular compensation to the New York State Teachers’ Retirement System.
 3. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
 6. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. Upon request, Metropolitan Life Insurance Company (“Met Life”) agrees to provide the Employer with Met Life’s standard hold harmless agreement where the

Employer has selected Met Life as the endorsed plan provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

7. **Employer Non-Elective Contributions Equal to Termination Pay:** The Employer agrees to make an Employer non-elective contribution to the 403(b) account of each covered employee who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. The amount of the Employer non-elective contribution shall be the amount set forth at Article VIII for those unit members eligible for that benefit. The Employer shall make the contribution as described in paragraph 2, herein above.

THE EMPLOYER

BY: Liz Kenny, Supv 5/9/07

THE ASSOCIATION

BY: MMJ 5/9/07