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Union: **Germantown Administrators Association, Empire State Supervisors and Administrators Association (ESSAA)**

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AGREEMENT BETWEEN

THE SUPERINTENDENT OF THE

GERMANTOWN CENTRAL SCHOOL
DISTRICT

AND THE

GERMANTOWN ADMINISTRATORS'

ASSOCIATION

2013-2018

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PREAMBLE

The Germantown Central School District and the Germantown Administrators' Association/E.S.S.A.A. recognize that they have a mutual goal - that of encouraging an effective and harmonious working relationship. The parties to this Agreement have negotiated fully pursuant to the provisions of the Taylor Law with respect to terms and conditions of employment through this Agreement.

ARTICLE I RECOGNITION

The Germantown Central School District (hereinafter "District") recognizes the Germantown Administrators Association/E.S.S.A.A. as the exclusive representative for collective negotiations with respect to salaries, wages, and other terms and conditions of employment for employees in the following titles:

High School Principal
Elementary School Principal
Director of Guidance
Head Custodian
Director of Special Education
Director of Pupil Personnel Services and Special Education

ARTICLE II NEGOTIATION PROCEDURES

- A. The District and Germantown Administrators Association/E.S.S.A.A. (hereinafter "GAA" or "Association") shall appoint representatives for negotiations.
- B. Negotiations will commence by request of either party, anytime after November 1 and no later than February 1 in the final year of this contract. The District's negotiating committee shall give the GAA at least thirty (30) days' notice that they are ready to start negotiations. Both parties shall notify each other of the names of the persons who will serve on their respective committees.
- C. The District agrees to furnish the GAA negotiating committee, in accordance with their reasonable requests all available information concerning financial resources of the District, tentative budgetary requirements, all allocation, and such other information as will assist the negotiating committee in developing intelligent, accurate and constructive programs to present during negotiations.
- D. When a final agreement is reached, it shall be submitted to the District and GAA for ratification. This agreement must be approved by a majority of each organization and shall be binding on both parties when signed by both parties.

ARTICLE III
BENEFITS

A. INSURANCE

1. Health - Effective July 1, 2006 the District shall pay 85% of the individual or family health insurance premium under the District selected PPO Plan or any District-sponsored HMO. Employee premium contributions will be automatically deducted by the District through the Section 125 Internal Revenue Code Plan. Additionally, the District's contribution to HMO premiums for individual and family coverage shall not exceed the cost of the individual or family premiums as provided for in the District's PPO Plan.
2. It is further agreed between the parties that effective July 1, 2006 that any GAA member who does not take the District provided health insurance and prescription drug plan shall receive a payment equal to 50% of the value of the individual health insurance premium that the District would otherwise pay. This payment shall be provided semi-annually by the District to each applicable GAA member and shall be made prior to December 31 and June 30 of the school year in which the health insurance is not taken.

Any unit member who elects the "buy-out" option must remain off the District's health insurance and drug coverage for the duration of the insurance contract year.

3. Insurance coverage for authorized employees may be started or adjusted as provided in the insurance carrier policy.
4. The District shall pay 85% of the premium of the individual or family prescription drug plan. Prescription Drug – (\$10.00 co-pay).
5. Dental - Effective July 1, 2006, the employer shall pay 85% of the individual premium and 50% of the premium for family coverage as defined by the policy. The current policy is the Blue Shield, basic coverage with Rider A.
6. The District shall continue to provide coverage in retirement under the following provisions:
 - a. Effective July 1, 2008, for retirees who have served a minimum of eight (8) academic years in the District as an Administrator, the District shall pay 85% of the cost of individual, 2 person, or family health insurance coverage, prescription drug coverage, and dental coverage, during retirement, with the retiree paying 15% of such cost.
 - b. Effective July 1, 2008, for retirees who have served a minimum of sixteen (16) academic years in the District as an Administrator, the District shall pay 90% of the cost of individual, 2 person, or family health insurance coverage, prescription

drug coverage, and dental coverage, during retirement, with the retiree paying 10% of such cost.

- c. Effective July 1, 2008, for retirees who have served a minimum of twenty (20) academic years in the District as an Administrator, the District shall pay 95% of the cost of individual, 2 person, or family health insurance coverage, prescription drug coverage, and dental coverage, during retirement, with the retiree paying 5% of such cost.

B. PAYROLL DEDUCTIONS

1. Tax Sheltered Annuities - A plan is available and employees desiring a salary reduction of the plan in force may do so in accordance with the procedures set forth by the Clerk of the Board of Education. Employees desiring to join or change participation may do so semi-annually (January and July).
2. Payroll Savings - The employer will, at the request of the employee, deduct authorized amounts from their salary for deposit in employees account in the Columbia County Credit Union.
 - a. The District will provide authorization forms.
 - b. Changes - employees may change a deduction authorization five times per year as follows:
 - i. on or before August 15 as to be effective with the first pay date in September.
 - ii. on or before October 15 as to be effective with the first pay date in November.
 - iii. on or before December 15 as to be effective with the first pay date in January.
 - iv. on or before February 15 as to be effective with the first pay date in March.
 - v. on or before April 15 as to be effective with the first pay date in May.

Employees may withdraw at any time throughout the year provided they notify the business office, in writing, at least two (2) weeks prior to the payroll date upon which the deduction is to cease.

ARTICLE IV
AUTHORIZED ABSENCES

A. **PAID HOLIDAYS:** The following paid holidays shall remain in effect, unless otherwise changed by law:

- | | |
|------------------------------|-------------------------------|
| a. July 4th | h. Christmas Day |
| b. Labor Day | i. New Year's Eve |
| c. Columbus Day | j. New Year's Day |
| d. Veteran's Day | k. Martin Luther King Jr. Day |
| e. Thanksgiving Day | l. President's Day |
| f. Friday after Thanksgiving | m. Good Friday * |
| g. Christmas Eve | n. Memorial Day |

* If school is in session on Good Friday it will not be a holiday

If a holiday falls on a weekend, compensating time off will be given on the preceding or following workday.

B. **PAID VACATION (12 Month Employees)**

1. Each GAA member who was hired on or before July 1, 2013 shall receive 22 vacation days annually. After fifteen (15) years in the District, a GAA member who was hired on or before July 1, 2013 shall receive twenty-five 25 vacation days annually.

Each GAA member who was hired after July 1, 2013 shall receive 17 vacation days annually. After ten (10) years in the District, a GAA member who was hired after July 1, 2013 shall receive 20 vacation days annually.

GAA members may take vacation days during the school year, but only upon approval by the Superintendent of Schools.

2. Effective July 1, 2008, each Administrator may accumulate a bank of twenty-five days. An Administrator may "carry-over" no more than fifteen (15) days per year of unused vacation days to be distributed under the following options:
 - a. Bank up to a maximum of fifteen (15) vacation days for retirement purposes.
 - b. Carry five (5) days into the following school year.
 - c. Effective July 1, 2008 and subsequent years, receive per diem pay for up to eight (8) vacation days per school year (such a request must be submitted no later than April 1st of any given school year to the Superintendent).

Administrators with ten (10) or more years of employment in the District at the time of resignation or retirement shall receive payment for accumulated vacation days at the current per diem rate. Administrators with less than ten (10) years of employment

in the District at the time of resignation or retirement shall receive payment for accumulated vacation days at fifty percent (50%) of the current per diem salary.

3. Vacation time is accrued as of July 1 of each year. Vacation days shall be pro-rated (1/12 for each month) for an Administrator who does not complete a full school year.

C. SICK LEAVE WITH PAY

1. Sick leave is authorized at the rate of fifteen (15) days per year.
 - a. Sick leave may be used in 1/2 day increments.
 - b. Each employee shall receive an annual statement of his or her sick leave status as of June 30 of each year.
 - c. Unused sick leave will be accumulated to 200 days for retirement purposes. At the time of retirement an Administrator may be reimbursed for accumulated sick leave days at the rate of \$50.00 per day. For non-retirement needs the unused sick leave will accumulate without limits.
 - d. If a member is absent by reason of sick leave for three or more consecutive school days, the Superintendent shall have the right to request a doctor's certificate for the member.
 - e. Family illness - it is the responsibility of each member of the GAA to make arrangements for the care of members of his/her immediate family who becomes ill and requires care. Recognizing, however, that there may be situations when it may not be possible to effect such arrangements, a member shall be permitted to charge absence from work in the event of illness in the employee's immediate family against accrued sick leave credits up to a maximum of four (4) days. As used in this section, "immediate family" shall be defined as a spouse, children, parents, or any dependent who resides with the employee.
2. Employees may contribute days of their personal sick leave credits to a pool to be used to provide additional sick leave to covered employees with more than one year of service in the District in the event the current and accumulated sick leave is exhausted and illness continues.
 - a. After an employee uses up his/her current and accumulated sick leave credits he/she may apply to the Superintendent for the use of days from the pool. The Superintendent and a member of the Association will serve as trustees of the pool, and all decisions relating to the use of the pool days will be made by them. Decisions rendered by the trustees will not be subject to a grievance. However, a rejected applicant may ask for a review by a committee comprised of three members appointed by the Superintendent and three by the Association. Recommendations of the committee will be made to the trustees.
 - b. Usage of pool days may be in any amount, but not more than fifteen (15) days times the years of service in the District, and, in no case, in an amount that would carry past the end of the school year in which the borrowing took place. Should

an employee require additional days at the commencement of the following year, he/she may reapply.

- c. Upon exhaustion of all sick leave pool days, the pool shall be automatically renewed in accordance with the procedures above.

D. COURT APPEARANCE:

A member will be permitted time off without loss of pay when required to appear in court as a result of school activities performed within a scope of employment. The employee must give the Superintendent a copy of the subpoena or a written request from the attorney of record.

E. JURY DUTY:

Members shall not be required to reimburse the District for any travel allowance received. However, other monies received for the days that school would normally be in session shall be remitted to the District. GAA members shall give the Superintendent immediate notification of a jury duty summons received.

F. PARENTAL LEAVE:

Unpaid leave will be granted, upon request, for the purpose of child rearing of natural or adopted children. The leave period shall not exceed two (2) years.

G. MISCELLANEOUS LEAVE WITH PAY:

The District recognizes that certain activities must be engaged in during normal working time. Therefore, the following leave time will be provided if a request is made to the Superintendent at least two days in advance of the required leave date, (The time will be waived in emergency situations).

- a. Personal Leave - Up to four days will be available for personal leave. Personal days will not be utilized on the last day of school, before a recess or the first day of school after a recess unless the employee verifies in writing that the personal day cannot be taken at any other time. Forms will be available at the school offices. Personal leave days may not be accumulated but any days left at the end of the school year shall be added to accumulated sick leave.
- b. Bereavement Leave - Up to five days for each death in the immediate family: spouse, children, siblings, parents, parents in law, and grandparents. Up to three days annually for the death of siblings in law, grandparents in law, and persons of immediate concern to the member. If a bereavement leave includes a weekend, the member will attempt to complete arrangements during that time. If this is not possible, the remainder of the leave may be taken with notification given in the normal manner.
- c. Religious Observance - Upon application to the Superintendent, leave will be granted for religious observances not included as time off in the regular holiday schedule.
- d. Snow Days - All members of this unit will report to work on snow days (emergency days). The Superintendent may excuse employees based upon road conditions and work requirements.

H. MISCELLANEOUS LEAVE WITHOUT PAY:

The Board of Education, upon request by a unit member who has exhausted his or her sick leave, may grant such unit member an unpaid leave for medical reasons for up to one (1) year without pay or benefits. The Board of Education may also grant a leave of up to one (1) year without pay or benefits to any covered employee for anyone who joins or becomes a full time participant in the Peace Corps, Vista, or the National Teacher Corps., and up to one (1) full year for full time service as an exchange employee.

Military Leave - Military Leave will be granted as provided by the Selective Service Laws.

I. CONDITIONS RELATED TO LEAVES WITHOUT PAY:

1. Upon return to duty, unused accumulated sick leave at the time the leave commenced will be reinstated.
2. An employee returning from leave will be placed on the same level of the salary schedule he/she was on when the leave commenced, except that the employee having served at least five months in the school year in which the leave commenced shall be given credit for one (1) year of service for that year.
3. An employee returning from leave will be assigned the same position held at the time the leave commenced.
4. An employee on leave shall notify the Superintendent of his/her intention to return to service no less than four months prior to the expiration date of such leave. If notice is not forthcoming, the Superintendent will send a letter of inquiry to the employee at the address provided by the employee.
5. Leaves of absence without pay may be, in extenuating circumstances, extended at the discretion of the Superintendent. Applications for extension must be in writing and submitted no later than four months prior to the expiration date of the current leave.

ARTICLE V
PROVISIONS OF EMPLOYMENT

- A. New Employees - The finalist will be provided with a copy of the contract before they are referred to the Board of Education.
- B. Professional Organizations - To encourage administrators and supervisors to join professional organizations, the District agrees to pay the dues to one professional organization for each member of the Association for the duration of the contract. The member shall designate the organization.
- C. Give Back Days - At the Board of Education's discretion, give back days not used as of April 15 may be added to the scheduled Memorial Day holiday.
- D. Legal Counsel - The District agrees to provide legal counsel to members in any action arising out of any actions taken while in the discharge of duties within the scope of their employment. The employee must deliver notice of service of summons or other complaint to the Superintendent within ten days of receipt of such summons, complaint, or other legal notice of action.

- E. Reimbursement for Loss - The District shall provide for reimbursement or replacement of any clothing or bodily appurtenance destroyed or damaged as the result of an assault, injury, or accident occurring in the performance of the discharge of duties within the scope of their authority.
- F. Association Dues - The District will, upon at least three days' notice, provide time without loss of pay, for a representative of the Association to engage in legal matters or concerns as it relates to the members' employment.
- G. Posting of Vacancies - In the event that a new position within the bargaining unit is created, or that vacancies occur in existing positions, notice will be posted thirty days prior to the final date for the submission of applications. In emergency situations, the time limit will be waived providing notice is posted immediately upon knowledge of the vacancy.
- H. Conferences - As an incentive for improving educational, administrative, and supervisory knowledge and skills, the District agrees to pay the reasonable costs related to workshops or conferences during the duration of this contract. Prior approval of the Superintendent for conference/workshop attendance is required.
- I. Courses - The cost of educational programs, which relate to the needs of the position and school district will be reimbursed under the following conditions and to the following extent: prior approval of the Superintendent and successful course completion with minimum grade of "B". There shall be a limit of three (3) courses during any school year per administrator.
- J. Transfers - Transfers will be made only after a meeting of the Superintendent or immediate supervisor and the member. The member will be notified of the reasons for the proposed transfer. Every effort will be made to place members who are involuntarily transferred into a comparable position.
- K. Summer Hours - Effective July 1, 2008 GAA members will have the option to work a four-day work week (9.0 clock hrs/day) or a five day work week (7.0 clock hrs/day) for the period July 1 through the two weeks prior to Labor Day. Administrators shall notify the Superintendent prior to May 15th of each year of their preference of hours and daily schedule. Vacation time shall be charged based on whether the GAA member is scheduled for a four (4) or five (5) day work week.

ARTICLE VI
EMPLOYEE EVALUATIONS

The provisions of Article VI, Sections A and B shall be applicable only to unit members who are not covered by Education Law Section 3012-c

- A. All observation of the work performance of a member will be conducted in person.

- B. A supervisor-employee conference will be held as soon as practical after an observation resulting in a formal evaluation report, but no later than five school days unless another time is mutually agreeable to the concerned parties. The employee will receive a copy of the report and will have the right to submit a written response to the report. The answer shall be reviewed by the Superintendent and attached to the file copy of the report.
- C. Employees will have a right, upon request, to review the contents of their official professional folder and have a representative accompany him/her during the review in the Superintendent's office. The employee may make copies of any documents in the file except reference information supplied by former employees.

ARTICLE VII
GRIEVANCE PROCEDURES

SECTION 1: PROCEDURES

In order to maintain a harmonious and cooperative relationship between employees, administration and members of the Board of Education, it is hereby declared that these procedures should provide a means for an orderly settlement of differences, promptly and fairly, as they arise and should assure equitable and proper treatment to employees pursuant to established rules and policies of the District.

- A. It is the intent of these procedures to provide the orderly settlement of differences in a fair and equitable manner.
- B. Employees shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- C. All employees shall have the right to be represented at any stage of the procedure by a person or persons of their desire, except that no employee may be represented by an organization except the duly certified bargaining agent.
- D. Each party shall have access at reasonable times to all written statements and records pertaining to such case.
- E. All hearings shall be confidential upon request.
- F. It shall be the responsibility of the Chief Administrator to take steps as may be necessary to give force and effect to these procedures.
- G. Employees shall follow these procedures and not bypass any authority on this echelon for any reason.
- H. Board members as individuals shall not hear or give audience to any aggrieved party unless

procedures have been followed and the Board Member is responding as a member of the Board of Education in its final deliberation on a grievance.

- I. The District shall give prior notice to the GAA of any grievance hearing held hereunder, permit the GAA to attend any such hearing, and present its position and provide the GAA with a copy of any written grievance decision at any Stage.
- J. A grievance must be presented to the Immediate Supervisor in accordance with Stage 1 within twenty (20) school days or thirty (30) calendar days, whichever comes first, of the alleged incident which caused the grievance.

SECTION 2: DEFINITIONS

- A. GRIEVANCE shall mean a claim by an individual or group of individuals that a term or provision of this contract has been violated, misinterpreted, or inequitably applied.
- B. IMMEDIATE SUPERVISOR shall mean the person to whom the GAA member is directly responsible.
- C. CHIEF SCHOOL ADMINISTRATOR shall mean the Superintendent.
- D. GRIEVANT shall mean a claim by an individual or group of individuals of the Association.

SECTION 3:

STAGE 1 - SUPERVISOR

- A. An employee having a grievance shall discuss it with his supervisor, either directly or through a representative with the objective of resolving the matter informally. If the employee submits the grievance through a representative, the employee may be present during the discussion of the grievance.
- B. If the grievance is not resolved informally, it shall be reduced to writing, identifying the clause and section of the contract that has allegedly been violated and the redress sought, and presented to the supervisor. At this point, the aggrieved person shall have the right to confront all witnesses in the presence of the supervisor. Within two (2) days after the written grievance is presented, the supervisor shall render a decision there, in writing, and present it to the grievant.

STAGE 2 - CHIEF SCHOOL ADMINISTRATOR

- A. If the grievant initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, he/she shall, within five (5) school days, present a written appeal of the decision at Stage 1 with the Chief School Administrator. A copy of the written decision at Stage 1 shall be

submitted with the appeal.

- B. Within five (5) school days after receipt of the appeal, the Chief School Administrator shall hold a hearing with the employee and other persons involved.
- C. The Chief School Administrator shall render a decision in writing to the grievant within five (5) school days after the conclusion of the hearing.

STAGE 3 - BOARD OF EDUCATION

- A. If the employee is not satisfied with the decision at Stage 2, he/she will file an appeal, in writing, with the Board of Education within five (5) school days after receiving the decision at Stage 2. All written records of the grievances shall be available for use by the Board of Education.
- B. At the next regular meeting but not sooner than ten (10) school days, the Board of Education shall hold a hearing on the grievance, such hearing shall be in executive session of the Board.
- C. Within ten (10) days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

STAGE 4 - BINDING ARBITRATION

- A. If the GAA is dissatisfied with the decision at Stage 3, the GAA may, in its sole discretion, submit the grievance to arbitration by written notice to the Board of Education and the American Arbitration Association within fifteen (15) school days after receipt of the Board's decision at Stage 3.
- B. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- C. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this agreement of applicable law.
- D. The decision of the arbitrator shall be final and binding upon all parties.
- E. The costs of the services of the arbitrator will be borne equally by the District and Association.

SECTION 4: TIME LIMITS

- A. In the event that the time limits referred to in Section 2 above are exceeded without the mutual consent of the parties, the decision rendered will be considered accepted by the grievant or the redress requested will be considered granted if the decision is not

forthcoming.

- B. No grievance will be entertained and such grievance will be considered waived, unless written grievance is filed at the first available stage within thirty (30) days after the grievant knew or should have known of the act or condition upon which the grievance is based.

ARTICLE VIII COMPENSATION

Section 1 - SALARY

- A. Each GAA member returning to work from the 2012-13 school year shall receive a 2% increase to his/her salary, effective July 1, 2013 in addition to the step increment that was received effective July 1, 2013 for those GAA members who were step eligible. Effective June 30, 2014, the salary schedules set forth in Appendix A to this Agreement shall be deleted in their entireties.

Each GAA member returning to work from the prior school year shall receive a 2% increase to his/her salary effective July 1, 2014, and additional 2% increase effective July 1, 2015, an additional 2% increase effective July 1, 2016 and an additional 2% increase effective July 1, 2017.

In the event that a successor Collectively Negotiated Agreement is not in effect prior to the expiration of the Collectively Negotiated Agreement, each unit member shall receive a 1% increase to his/her salary per year, effective July 1.

Effective upon ratification of this Agreement, the following shall constitute minimum salaries for the respective positions contained within this unit:

Principal:	\$80,000
Director:	\$70,000
Supervisor:	\$50,000

Section 2 - LONGEVITIES

Unit members, who, as of July 1, 2008, have: (1) Completed 8 years of service in the District will receive a one-time payment of \$1,000; (2) Completed 12 years of service will receive a one-time payment of \$2,000; and (3) Completed 16 years of service will receive a one-time payment of \$3,000. These payments are not cumulative.

ARTICLE IX
DURATION OF AGREEMENT

- A. This contract shall be effective as of July 1, 2013 and shall continue through June 30, 2018. If an agreement of a new contract has not been reached by July 1, 2018, then this contract remains in effect while the negotiating process is on-going and the new contract will be retroactive to the expiration date of the old one.

- B. In the event either party wishes to amend this agreement, they may petition the other party at which time negotiations shall be reopened.

BY: GERMANTOWN ADMINISTRATORS ASSOCIATION

DATE:

12/16/14

James Palmieri

BY: GERMANTOWN CENTRAL SCHOOL DISTRICT

DATE:

12/16/14

Susan M. Brown

APPENDIX A

2013-2014 Germantown Administrators Association Salary Schedules

Effective June 30, 2014, the salary schedules set forth in Appendix A below shall be deleted in their entireties.

Principal	
STEP	2013-2014
1	80,343
2	84,199
3	88,241
4	92,477
5	96,638
6	100,987
7	102,369
8	103,752
9	105,135
10	106,517
11	107,900
12	109,283
13	110,665
14	112,048
15	113,431

Director	
STEP	2013-2014
1	72,556
2	76,039
3	79,689
4	83,514
5	87,272
6	91,199
7	92,582
8	93,964
9	95,347
10	96, 729
11	98,112
12	99,496
13	100,877
14	102,260
15	103,643

APPENDIX A (Continued)

2013-14 Germantown Administrators Association Salary Schedules

Supervisor	
STEP	2013-2014
1	51,441
2	53,910
3	56,498
4	59,210
5	61,874
6	64,659
7	66,041
8	67,424
9	68,806
10	70,189
11	71,572
12	72,954
13	74,337
14	75,720
15	77,102