

## MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE PINE PLAINS CENTRAL SCHOOL DISTRICT, hereinafter referred to as "THE DISTRICT" and THE PINE PLAINS ADMINISTRATIVE ASSOCIATION, hereinafter referred to as "THE ASSOCIATION";

WHEREAS, the District and the Association agree to revive the provisions of the collectively negotiated agreement between them that expired on June 30, 2021, and to extend said agreement by one year, through June 30, 2022, thereby creating a four year collectively negotiated agreement, effective July 1, 2018 through June 30, 2022, except as modified by the following provisions:

1. Article II, Section A – **Agency Fee/Dues Deduction** – Change the title of Section A to "Dues Deduction" and modify the language of Section A to read as follows (to conform with the *Janus* decision):
  - "A. 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. 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.
    3. The Board shall, following each pay period from which a dues 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." At pages 1-2.
2. Article V, Section A/Appendix B – **Salary Increases** – Add a new sentence after the current provision to read as follows (at page 10):

"Effective July 1, 2021, after consideration of regional comparability and equity adjustments, the District and the Association have mutually agreed to establish the base salaries for unit members at the rates contained in Appendix B, annexed hereto."
3. Article XI – **Duration of Contract** – Modify to read as follows (at page 13):

"This Agreement shall become effective as of July 1, 2018 and shall remain in full force and effect through June 30, 2022. 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, 2022. Negotiations must commence no later than March 1, 2022.”

4. All provisions of the parties’ collectively negotiated agreement that are not modified by way of this Memorandum of Agreement shall remain in full force and effect.
5. **Annual Professional Performance Review:** Effective July 1, 2021, the District and the Association agree to continue to the provisions of their currently approved APPR plan, including the utilization of the Student Performance Category measures that have been applicable to administrators subject the Education Law §3012-d during the transition period, as contained in the District’s currently approved Section 3012-d APPR Plan Document, with regard to both selection and use of such measures. Notwithstanding the same, either the District or the Association may request to reopen the parties’ 3012-d APPR Supplemental Memorandum of Agreement for the purposes of negotiating modifications to the same effective for the 2021-22 school year or thereafter.”

**SO AGREED**, this 4<sup>th</sup> day of August, 2021, subject to ratification by the parties’ respective constituencies.


**THE DISTRICT**

BY:

  
\_\_\_\_\_  
Dr. Martin D. Handler  
Superintendent of Schools

**THE ASSOCIATION**

BY:

  
\_\_\_\_\_  
Tara K. Grieb  
Association President

## APPENDIX B

The following base salaries have been mutually agreed upon by the District and the Association, effective July 1, 2021:

Grieb, Tara	<i>Principal</i>	\$142,553.04
Boyd, Christopher	<i>Asst. Principal</i>	\$103,880.00
Roberts, Julie	<i>Principal</i>	\$131,832.20
Starr, Gian	<i>Principal</i>	\$125,252.78
Babcock, Janine	<i>Director Pupil Personnel</i>	\$127,616.04
Scott, Robert	<i>Director Athletics / Dean of Students</i>	\$74,741.66
Timm, Brian	<i>Asst. Supt. Curriculum &amp; Instruction</i>	\$153,700.00
Ross, Lauren	<i>Transportation Supervisor</i>	\$69,705.60
McKibben, Richard	<i>Director Facilities / Operations</i>	\$83,579.94

**AGREEMENT**

**BETWEEN**

**THE PINE PLAINS ADMINISTRATIVE ASSOCIATION**

**AND**

**THE BOARD OF EDUCATION**

**OF THE**

**PINE PLAINS CENTRAL SCHOOL DISTRICT**

**July 1, 2018 - June 30, 2021**

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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, Director of Health, Physical Education and Athletics, Athletic Director/Dean, 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 Transportation, Director of School Facilities and Operations I, Director of Facilities, School Lunch Manager, Assistant Director of School Facilities, Assistant Director of Facilities, and any supervisory positions the Board shall make in the future relative to supervisors of non-certificated personnel; and for the secretary to a Building Principal, as listed herein: Laura Wendover. Effective August 31, 2018, this provision shall no longer include the secretary to a Building Principal, as listed herein: Laura Wendover.

In the event that the District partners with other school districts in the employment of a School Lunch Manager or a Director of Food Services, the District may enter into such agreement without a duty to negotiate with the Association either the decision or the impact of entering into such agreement. In the event that the District solely employs a School Lunch Manager or Director of Food Services in the future, such position shall be included within the Recognition Article of this Agreement.

B. The secretarial position 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. When present at school events, unit members may be called into chaperone service, in light of exigent circumstances (e.g. crowd control, or maintaining order), without remuneration.
- 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.

### **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. If the unit member cannot report to work by 9 A.M., he

or she should arrive at work as soon as possible thereafter. 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.

When it is anticipated that the next day school may be closed due to an emergency situation, at the sole discretion of the Transportation Supervisor, he/she may take a District-owned Suburban or similar type vehicle home for the purpose of his/her use to verify the next morning's road conditions.

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 in writing in advance of such travel on a District provided form or via electronic means.

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) **Use of Vacation Days in Year of Separation –**

**In the event that a unit member resigns or departs during a school year (ending June 30), the use of vacation days during the months of the school year of departure shall be set as follows:**

1. **Use of days awarded but unused by June 30 of the prior school year:**  
**Use permitted up to the number of unused days awarded in paragraphs (a) and (b) above, with specific dates approved by the Superintendent, up to the date of resignation or departure.**
2. **Use of days earned in the school year of resignation or departure:**  
**The number of days available for use shall be calculated using the table below, based upon the number of days awarded for that year under paragraphs (a) or (b) above, earned by reporting to work through the end of the month and calculated from July 1 of the year of departure through the date of resignation or departure:**



<b>Month of Accrual In Year of Departure (work through end of the month)</b>	<b>Employee with 10 days of awarded vacation receives</b>	<b>Employee with 15 days of awarded vacation receives</b>	<b>Employee with 20 days of awarded vacation receives</b>	<b>Employee with 25 days of awarded vacation receives</b>
<b>July</b>	<b>2.5 days</b>	<b>5.0 days</b>	<b>6.25 days</b>	<b>7.5 days</b>
<b>August</b>	<b>2.5 days</b>	<b>5.0 days</b>	<b>6.25 days</b>	<b>7.5 days</b>
<b>Sept – June</b>	<b>0.5 days per month</b>	<b>0.5 days per month</b>	<b>0.75 days per month</b>	<b>1.0 days per month</b>

**Example:** An employee who departs on January 1 of Year 2 had accumulated 20 days of awarded but unused vacation by June 30 in Year 1. The employee has a total of 35.5 days available for use between July 1 and January 1 of Year 2 (20 plus 15.5 for July through December).

2. Provisions may be made by the employee, subject to the approval of 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 carried over into another year. Effective June 30, 2018, there shall be a cap placed upon accumulated vacation days of thirty (30) such days and if a unit member has more than thirty (30) accumulated vacation days as of June 30, 2018, then that unit member will be paid for the per diem value of the excess days at the rate of 1/240<sup>th</sup> of the unit member's annual compensation per day (prorated for partial days). Also, the accumulation of up to thirty (30) vacation days may be carried into the next school year, separate and apart from the school year's allotment of vacation days. 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. When a unit member plans to use three (3) or more consecutive days for vacation, those days must be planned and notice given to the Superintendent of Schools at least one (1) month in advance. 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.

Days during Spring Recess period, except for any holiday described in paragraph "E" below, shall be regular work days. Unit members may use vacation days on the work days during the Spring Recess periods. Unit member whose work is up to date at the time of commencement of the Winter recess will not suffer a reduction in vacation days or leave days during the recess period when they will not be required to be at work.

Either the Director of Facilities or the Assistant Director of Facilities will be on site during the Winter and Spring Recess Periods. Whichever Director is not on site during the

Spring Recess Period shall be entitled to the same number of recess days as were received by the other Director during the Winter Recess Periods.

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

5. **Vacation Days Pay-out Upon Separation or Death**

Unit members who resign or separate from employment shall be entitled to use their vacation day accruals as provided for in paragraph (D)(1)(c) above prior to the effective date of resignation or separation, but shall not be entitled to receive pay for such days unless the District directs the unit member to continue working until the date of resignation or separation. In such event, the accruals shall be compensated at the rate of 1/240<sup>th</sup> of the unit member's annual compensation. Accrued vacation pay will be paid to the unit member's estate in the event of the unit member's death while in the employ of the District.

6. **Vacation Liquidation:** Each school year unit members may convert up to three (3) of their unused vacation days, four (4) of their unused vacation days effective June 30, 2019 and five (5) of their unused vacation days effective June 30, 2020, from their annual allotment of vacation into additional salary at the end of the school year at the per diem rate of 1/240<sup>th</sup> of annual compensation.

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	

\*Unit members may be required to work on Washington's/Lincoln's birthday if school is in session on such 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. Each twelve-month administrator shall be entitled to up to sixteen (16) sick leave days per school year and each ten-month administrator shall be entitled to up to fourteen (14) sick leave days per school year. A doctor's certificate may be required after absences in excess of three (3) consecutive work days, as directed by the Superintendent of Schools. Sick leave

may be accumulated up to two hundred (200) days.

2. The District may allow sick leave beyond the above limit. The administrator's application shall be reviewed by the Superintendent of Schools who shall forward it to the Board of Education. A grant of additional sick leave shall be within the sole discretion of the Board of Education whose decision shall be final and binding upon all parties – not subject to review under the Grievance Article of this Agreement.

3. The Administrator may use up to five (5) days of sick leave entitlement provided for above, in the case of illness of a member of the administrator's immediate family and requiring the administrator's presence. For this purpose, immediate family is defined as spouse, child, parent, domestic partner as defined in the DEHIC Plan or other family member living in the household.

4. A leave of absence shall be granted in the case of death in the immediate family, up to five (5) days per incident. Immediate family shall be defined as provided in the preceding paragraph.

5. A leave of absence shall be granted in the case of personal affairs for up to five (5) days per school year, at the discretion of the Superintendent of Schools, regarding pressing personal business that cannot be attended to other than during the hours of the administrator's workday. Any unused personal days shall be added to accumulated sick leave.

6. Unit members who, upon retirement from the District, have 100 or more accumulated sick leave days shall be entitled to receive a payment equal to \$100.00 per day for those accumulated sick 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.

## H. **Employee Health Insurance Premium Contributions**

1. The District will provide health insurance plans through the Dutchess Educational Health Insurance Consortium ("DEHIC") by providing an indemnity plan and an EPO option. So long as the District provides the DEHIC Alt PPO plan, the employee premium contributions towards individual and family coverage shall be 18%, effective July 1, 2018, 19% effective July 1, 2019 and 20% effective July 1, 2020. So long as the District provides the DEHIC EPO 20 plan, the employee premium contributions towards individual and family coverage shall be 12% effective July 1, 2018, 13% effective July 1, 2019 and 14% effective July 1, 2020. In the event that the DEHIC Plan changes its indemnity and/or EPO plans, the District shall provide such successor coverages and the parties shall meet to negotiate equitable adjustments to the employee percentage contribution rates towards individual and family premium costs. If an impasse is reached in such negotiations, the parties shall submit the matter to last best offer final and binding arbitration before arbitrator Louis Patack or in the event of his unavailability, arbitrator Jeffrey Selchick.

### **TABLE: To Determine Health Insurance Contributions**

Notwithstanding the provisions set forth in the table below, the income tier health insurance contribution provisions in place under the 2015-2018 collective bargaining agreement between the parties for the 2017-2018 school year, for unit members who retire on or before September 1, 2018, and who were then in either of the two lower income tiers, shall remain in place during the time of their active employment during the summer of 2018.

The table below will be used for all other unit members:

<b>TABLE: HEALTH INSURANCE CONTRIBUTIONS - PPAA</b>		
	<b>DEHIC – Alt PPO Employee Contribution % of Premium</b>	<b>DEHIC – EPO-20 Employee Contribution % of Premium</b>
<b>July 1, 2018 – June 30, 2019</b>	18%	12%
<b>July 1, 2019 - June 30, 2020</b>	19%	13%
<b>July 1, 2020 – June 30, 2021</b>	20%	14%

\*For the years 2015-16, 2016-17, and 2017-18 only, no unit member shall have the employee's percentage of premium contribution increased by more than 3% per school year where a change in salary level would otherwise require a greater percentage contribution in any such school year.

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.

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 \$1,800.00 annually for up to four health insurance buy-outs; \$2,000.00 if there are five buy-outs, \$2,200.00 if there are six buy-outs and \$2,400.00 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. The unit member must provide at least ninety (90) days advanced written notice of the intent to take such leave. The notice shall be presented to the Superintendent of Schools.

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. The unit member must provide at least ninety (90) days advanced written notice of the intent to access such 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 there is entitlement to Workers' Compensation Insurance, the District shall allow for the use of paid leave days pursuant to the provisions of Article III(F)(1) and (2), and the District shall be entitled to the advance wage payment reimbursement from the Workers' Compensation insurer, whereupon leave days shall be reinstated on a pro-rata basis (i.e.: the value of the per diem Workers' Compensation reimbursement to the per diem rate paid for a leave day).

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.

4. This benefit shall be restricted to those unit members who are working towards a doctorate in the field of education. The total tuition reimbursement on a unit-wide basis is limited to \$12,000 per school year. If more than one unit member seeks grant money, the District will consult with the Association before allocating funds. The District shall not unreasonably withhold consent regarding the distribution allocations as recommended by the Association. Payment shall be made upon the successful completion of the course work. The unit member shall reimburse the District for tuition paid by the District, if he or she leaves the employ of the District as follows: within one (1) year of completion of the coursework – 75%, within two (2) years of the completion of the coursework – 50%, within three (3) years of the completion of the work – 25%, and after three (3) years from the time of the completion – no reimbursement.

**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 - Each unit member who worked during the preceding school year shall be entitled to the following salary increases: a 2.75% effective July 1, 2018, 2.75% effective July 1, 2019 and 2.75% effective July 1, 2020.

B. A clothing allowance of \$400.00 each year shall be made available to the Supervisor of Transportation, Director of School Facilities, the Assistant Director of School Facilities, 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. Unit members shall have a right of first refusal for the position of Summer School Principal. 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 1<sup>st</sup> 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 longevity for service in the bargaining unit as follows:

<b>Years of Service</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>
After 3 years	\$2,850.00	\$3,150.00	\$3,450.00
After 6 years	\$2,850.00	\$3,150.00	\$3,450.00
After 9 years	\$2,850.00	\$3,150.00	\$3,450.00

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

2. The non-pedagogical members of the bargaining unit shall receive longevity pursuant to the following schedules:

For 12-month employees effective July 1, 2015 the longevity shall be:

<b>Years of Service</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>
After 7 years	\$2,598.00	\$2,798.00	\$2,998.00
After 11 years	\$3,126.00	\$3,326.00	\$3,526.00
After 15 years	\$3,745.00	\$3,945.00	\$4,145.00
After 20 years	\$4,953.00	\$5,153.00	\$5,353.00

## **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.

C. The Employer shall provide a Retirement and Social Security Law Section 41-j Plan for unit members who participate in the New York State Employees' Retirement System.

#### **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

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\* 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

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 18% 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.

#### **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, 2018 and shall remain in full force and effect through June 30, 2021. 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, 2021. Negotiations must commence no later than March 1, 2021.

Annual Professional Performance Review. The parties acknowledge that with the enactment of the new Education Law Section 3012-d, they have a duty to negotiate certain new APPR provisions regarding Student Performance and Principal Observation as stated in the

statute and certain other matters that will be described in Regulations to be issues by the Commissioner of Education. The parties have the mutual intent to negotiate these terms to conclusion in an expeditious manner to enable the District to secure its additional State Aide for the 2018-19 School Year and beyond.

12/4/18  
DATE

Matt D. Handley  
SUPERINTENDENT OF SCHOOLS

12/3/18  
DATE

Ara K. Gueb  
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:

Sheila Cole  
Louis Patack  
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				
PPAA Salary Schedule - July 1, 2018 - June 30, 2021				
Certificated	SALARY % INCREASE	YEAR 1	YEAR 2	YEAR 3
	Years	18-19	19-20	20-21
LONGEVITY	After 3 yrs	\$3,450	\$3,450	\$3,450
	After 6 yrs	\$3,450	\$3,450	\$3,450
	After 9 yrs	\$3,450	\$3,450	\$3,450
	YEAR	18-19	19-20	20-21
Glynn, James	Prior Year Salary	\$121,579	\$124,922	\$128,358
Principal	Salary x % Inc	\$124,922	\$128,358	\$131,888
	Longevity	\$10,350	\$10,350	\$10,350
	Total	\$135,272	\$138,708	\$142,238
Grieb, Tara	Prior Year Salary	\$123,972	\$127,381	\$130,884
Principal	Salary x % Inc	\$127,381	\$130,884	\$134,484
	Longevity	\$10,350	\$10,350	\$10,350
	Total	\$137,731	\$141,234	\$144,834
Roberts, Julie	Prior Year Salary	\$114,649	\$117,802	\$121,042
Principal	Salary x % Inc	\$117,802	\$121,042	\$124,370
	Longevity	\$3,450	\$3,450	\$6,900
	Total	\$121,252	\$124,492	\$131,270
Starr, Gian	Prior Year Salary		\$88,000	\$90,420
Asst. Principal	Salary x % Inc	\$88,000	\$90,420	\$92,907
	Longevity			
	Total	\$88,000	\$90,420	\$92,907
Green, Rebecca	Prior Year Salary		\$118,000	\$121,245
Director, PPS	Salary x % Inc	\$118,000	\$121,245	\$124,579
	Longevity			
	Total	\$118,000	\$121,245	\$124,579
Timm, Brian	Prior Year Salary	\$124,339	\$127,758	\$131,271
Director of Curriculum & Instruction	Salary x % Inc	\$127,758	\$131,271	\$134,881
	Longevity			\$3,450
	Total	\$127,758	\$131,271	\$138,331
Scott, Robert	Prior Year Salary	\$65,000	\$66,788	\$68,624
Director of Athletics / Dean of Students	Salary x % Inc	\$66,788	\$68,624	\$70,511
	Longevity			\$3,450
	Total	\$66,788	\$68,624	\$73,961
Non-Certificated	SALARY % INCREASE	2.75%	2.75%	2.75%
	Years	18-19	19-20	20-21
LONGEVITY	After 7 yrs	\$2,998	\$2,998	\$2,998
	After 11 yrs	\$3,526	\$3,526	\$3,526
	After 15 yrs	\$4,145	\$4,145	\$4,145
	After 20 yrs	\$5,353	\$5,353	\$5,353
	YEAR	18-19	19-20	20-21
McKibben, Richard	Prior Year Salary	\$72,686	\$74,685	\$76,739
Director, Facilities / Operations	Salary x % Inc	\$74,685	\$76,739	\$78,849
	Longevity	\$3,526	\$3,526	\$3,526
	Total	\$78,211	\$80,265	\$82,375
Remburger, Mike	Prior Year Salary	\$61,662	\$63,358	\$65,100
Asst. Dir. Facilities / Oper.	Salary x % Inc	\$63,358	\$65,100	\$66,890
	Longevity	\$5,353	\$5,353	\$5,353
	Total	\$68,711	\$70,453	\$72,243
Weaver, Drew	Prior Year Salary	\$69,000	\$70,898	\$72,847
Supervisor, Transportation	Salary x % Inc	\$70,898	\$72,847	\$74,850
	Longevity			
	Total	\$70,898	\$72,847	\$74,850
Ross, Lauren	Prior Year Salary	\$47,035	\$48,328	\$49,657
Head Bus Driver	Salary x % Inc	\$48,328	\$49,657	\$51,023
	Longevity			
	Total	\$48,328	\$49,657	\$51,023