AGREEMENT BETWEEN THE SUPERINTENDENT OF SCHOOLS MECHANICVILLE CITY SCHOOL DISTRICT

AND

THE MECHANICVILLE SCHOOL DISTRICT ADMINISTRATORS

JULY 1, 2022-TO JUNE 30, 2025

Revised 5/31/2022

I. RECOGNITION

The District hereby recognizes, for the purposes of collective bargaining, a unit consisting of two building principals, the Jr/Sr High Assistant Principal, Director of Curriculum, Instruction and Assessment and Director of Student Support Services.

II. DEFINITIONS

- A. "MAA" means the Mechanicville Administrators Association.
- B. "District" means the Mechanicville City Schools.
- C. "Members" means the Administrators.
- D. "Board" means the Board of Education of the District.
- E. "Superintendent" means Superintendent of Schools.

III. TERMS OF AGREEMENT

This agreement, and all provisions herein, shall be for the period of 7/1/22 through 6/30/25.

IV. SALARY AND OTHER COMPENSATION

A. Salary and Terms; the following are the individual contract salaries:

- 1. A three-year contract with a term of July 1, 2022 and ending June 30, 2025.
- 1. 2. Salary Increases: Commencing July 1, 2022 and each July 1 thereafter during the term of this Agreement, each MAA member shall receive a 3% increase in salary.

V. HEALTH INSURANCE AND FRINGE BENEFITS

A. Each MAA member shall receive an equivalent plan as the one provided to members of the Mechanicville Teachers Association. The default health insurance plan will be the Alternative PPO plan, which is a health insurance plan provided by the WSWHE BOCES Health Insurance Consortium. Alternatively, MAA bargaining unit members will have the option of enrolling in the HRA plan.

- B. Health Insurance Premium: MAA members will contribute to their health insurance plan as follows:
 - 1. Alternative PPO Plan: During the 2022-2023: District will pay 90% of the applicable health insurance coverage for the individual, two-person or family plan, and MAA bargaining unit members will pay 10% of such coverage.

For 2023-2024: District will pay 85% of the applicable health insurance coverage for the individual, two-person or family plan, and MAA bargaining unit members will pay 15% of such coverage.

For 2024-2025 and thereafter: District will pay 80% of the applicable health insurance coverage for the individual, two-person or family plan, and MAA bargaining unit members will pay 20% of such coverage.

<u>2. HRA Plan</u>: During the 2022-2023: District will pay 90% of the applicable health insurance coverage for the individual, two-person or family plan, and MAA bargaining unit members will pay 10% of such coverage.

For 2023-2024: District will pay 85% of the applicable health insurance coverage for the individual, two-person or family plan, and MAA bargaining unit members will pay 15% of such coverage.

For 2024-2025 and thereafter: District will pay 80% of the applicable health insurance coverage for the individual, two-person or family plan, and MAA bargaining unit members will pay 20% of such coverage.

3. <u>Dental</u>: MAA Members have the option of enrolling in the District Dental Plan or CSEA Dental Plan. The Member will pay 3% Individual Dental and 13% Family Dental Plan.

The District will provide the MAA members with an option to enroll in a Flexible Spending Arrangement ("FSA"), which will include a \$500.00 rollover option each year, and the capability of making the maximum deduction allowed by law.

- C. Annually, each MAA member shall be given copies of all policies and coverage, upon request.
- D. MAA members, retiring within the terms of this contract, are eligible for health, dental and vision coverage. The district will pay 85% for Individual Plan and 35% for two person and Family Plan. The Member will pay 3% Individual Dental Plan or 13% Family Dental Plan. This is inclusive of any applicable Medicare Plan. Members of the MAA must have ten (10) years of service with district in order to be eligible for health insurance coverage when retired.
- E. The District shall provide a cafeteria plan pursuant to United States Internal Revenue Code Section 125, to be utilized for premium payments, district provided insurance, unreimbursed medical expenses, and child care expenses. If the district changes plan administrators, the MAA may select representatives to sit on a committee with district representatives to review potential plan administrators. The final decision regarding the selection of any plan administrator shall be at the discretion of the Board of Education.

- F. (a) Each MAA member who waives coverage under the District sponsored/provided health insurance plan(s) from the District for any school year shall be eligible to receive payment in-lieu of health insurance for said school year in the following amounts:
 - Waiver of Individual coverage: \$1,500;Waiver of Two Person Coverage: \$2,500;
 - Waiver of Family Coverage: \$7,000

Each MAA member shall only be eligible for payment of one such coverage in any given school year consistent with the provisions of this paragraph.

- (b) Employees who wish to waive health insurance coverage and receive the payment in-lieu of coverage must provide notice to the District's Business Office, each year, on or before June 1 of his/her intent to do so effective July 1. Such written notice must be accompanied by proof the employee has or will have alternate health insurance coverage effective July 1.
- (c) An employee who has waived coverage may, during any given school year, opt back into the District's health plan due to a change of circumstances resulting in a loss of such alternate coverage. The times and procedures for opting back in shall be governed by the rules and regulations of the District's insurance carrier.
- (d) All payments required under this Provision shall be made in four equal payments, less any required deductions in the first paycheck in November, the first paycheck in February, the first paycheck in April, and the last paycheck in June.
- (e) If an employee is married to another District employee and the couple receives one family plan or one two-person plan through the District, the employee who is not the named policyholder shall not be eligible to participate in the payment in-lieu of health insurance. If an employee is married to another District employee, and the couple maintains two individual plans through the District, one employee cannot "opt-out" of the District provided coverage and receive the buy-out payment while the other employee enrolls in either a two-person or family plan.
- (f) Employees who retire from District service and have elected the buy-out option in their last year of employment shall have the opportunity to be reinstated to the District sponsored health insurance plan effective on the date of retirement.

VI. DISABILITY PROTECTION INSURANCE

The District shall continue to provide and pay for 100% of the premiums for the disability policy in place and provided to each MAA member at the time this agreement is entered into. Annually, each member shall be given copies of their policies and coverages.

VII. PROFESSIONAL ASSOCIATION MEMBERSHIP

The District will pay 100% of each MAA member's SAANYS dues.

VIII. CELL PHONE REIMBURSEMENT

The District will pay each MAA member a monthly cell phone reimbursement fee of \$100

IX. WORK YEAR

The work year for all MAA members shall be twelve (12) months, from July 1 - June 30. All MAA members will report directly to the Superintendent of Schools. In the absence of the Superintendent, the MAA President will correspond directly with the President of the Board of Education.

X.BENEFITS

A. Vacation - Each MAA member shall be entitled to 20 days of paid vacation per school year. Each MAA member must take at least five (5) of these days during either the Christmas recess, winter recess or the spring recess. Any unused vacation days shall be carried over to the next year and must be used by September 1. Any unused vacation days which remain unused after September 1 shall be converted to sick days. Each MAA member shall add a vacation day for each year of service he/she has in the district, up to a maximum of (5) five additional days. Each MAA member will be paid at his or her per diem rate (yearly salary divided by 260) for up to 8 unused vacation days. Annually, the administrator must submit a claim voucher in order to receive these funds. Vacation days shall be prorated over the twelve month period if a member of the MAA unit chooses to leave prior to the end of the school year.

- B. Professional Development Attendance at meetings, conferences and workshops for the purpose of professional development may be allowed with approval of the Superintendent.
- C. Sick, Personal & Bereavement Leave
 - 1) <u>Sick Leave</u>: MAA members will receive 18 days of paid sick leave per year, cumulative up to 225 days. Up to four (4) days may be utilized for illness in the immediate family. Upon retirement, all members will be entitled to payment for all sick days accumulated at \$ 60.00 per day. The total days for which an MAA member shall receive payment pursuant to this section shall not exceed 125.
 - 2) <u>Personal Days</u> Each MAA member shall receive 5 days of paid personal leave per year. Unused personal leave days shall accumulate as sick leave. Personal days shall be prorated over the twelve-month period if a member of the MAA chooses to leave prior to the end of the school year.
 - 3) <u>Bereavement Days</u> Each MAA member shall receive 5 calendar days for paid bereavement leave upon the death of the members of the immediate family. Immediate family is defined as a spouse, parent, child, sibling, grandparent, mother-in-law, and father-in-law.

4) Holidays with Pay: Independence Day (July 4th) New Year's Day

Labor Day Martin Luther King Day

Columbus Day President's Day
Veterans Day Good Friday
Thanksgiving Day and day after Memorial Day
Christmas Eve and Christmas Day Juneteenth

D. Enrollment: The District will allow any MAA member to enroll their school aged children tuition free in the Mechanicville City School District for the duration of this contract.

XI. CHILD CARE LEAVE

Each MAA member shall be allowed up to four semesters leave to care for an infant or newly adopted baby. Except as otherwise required by the Family Medical Leave Act, such leave shall be without pay. Each MAA member shall be allowed to maintain his/her insurance under the District plan at his/her expense, except as otherwise required by the Family Medical Leave Act. The MAA member shall notify the Superintendent in writing no later than April 1 prior to the expiration of the leave of his/her intentions to return. Upon return, the MAA member shall be placed in a position within his/her tenure area with no diminution of seniority.

XII. GRIEVANCE POLICY

A. Step 1: Any MAA member claiming a violation of this agreement may request a meeting with the Superintendent of Schools within thirty (30) working days after the grievant knew or should have known of the act upon which the grievance is based. The written grievance shall include the specific nature of the grievance and the facts relating thereto in full and any request for a meeting as provided herein. The Superintendent of Schools shall, at the request of the complainant, hold an informal meeting at which the complainant and his/her representative may appear and present oral and written statements or arguments. If the complainant requests a meeting, said meeting shall be scheduled not more than ten (10) working days from the date the request for a meeting is received. The Superintendent of Schools shall provide the complainant with a written decision not more than ten (10) working days from the filing of the written complaint or the date of the meeting, whichever is later.

B. Step 2: If the grievance is not resolved at Step 1, the complainant's grievance may be appealed to the Board of Education. The appeal must be made in writing within ten (10) working days after receipt of the decision of the Superintendent at Step 1 or within ten (10) working days of the time such decision should have been rendered, whichever is sooner. At the first scheduled meeting after receipt of an appeal, the Board of Education shall hold a meeting with the grievant and his or her representative. The meeting shall be conducted in Executive Session. At the next regularly scheduled meeting after the grievance meeting, the Board of Education shall render a written decision on the grievance. A copy of the decision shall be sent to each employee involved, his/her representative, if any, and the Superintendent of Schools.

XIII. PERSONNEL FOLDER

No derogatory material of any MAA member shall be placed in his/her personnel file located in the Superintendent's office unless he/she has the opportunity to review the material. Each MAA member shall acknowledge this opportunity by affixing his/her signature to the file copy. This signature in no way indicates agreement with the contents. Each MAA member shall also have the right to submit a rebuttal, and have the rebuttal attached to the file copy.

XIV. EVALUATIONS

The district shall perform any and all monitoring and observation of MAA member's work and or work performance openly and with full knowledge of the MAA member(s) being observed.

XV. LEGISLATIVE ENACTMENT

It is agreed by and between the parties that any provisions of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds shall not become effective until the appropriate legislative body has given approval.

XVI. RETIREMENT INCENTIVE

The District will pay any MAA member a retirement incentive as follows. Full payment will be made 30 days from the official date of retirement. Members of the MAA must have ten (10) years of service with the District in order to be eligible for the Retirement Incentive. \$15,000.00

The parties agree to negotiate evaluation standards and processes consistent with Education Law Section 3012-c and all regulations promulgated pursuant to Education Law Section 3012-c.

Mechanicville City School District

Kevin Kolakowski, Superintendent

Date

Mechanicville Administrators Association

Michael Mitchell, President

Date