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Contract Database Metadata Elements

Title: **Albion Central School District and Albion Association of School Administrators and Supervisors (2000)**

Employer Name: **Albion Central School District**

Union: **Albion Association of School Administrators and Supervisors**

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Albion Central School District And
Albion School Administrators/Superv

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AGREEMENT

BETWEEN

ALBION ASSOCIATION OF
SCHOOL ADMINISTRATORS AND SUPERVISORS

AND

THE SUPERINTENDENT OF THE ALBION CENTRAL SCHOOL
DISTRICT

July 1, 2000 to June 30, 2004

The Board and Association reserve the right to ratify the
economic and non-economic terms of this
Tentative Memorandum of Agreement

/S/ Ronald L. Sodoma
for the District

/S/Donald Butts
for the Association

RECEIVED

MAY 10 2001

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

The Superintendent of the Albion Central School District and the Albion Association of School Administrators and Supervisors have entered this Agreement to establish wages, hours and other terms and conditions of employment for employees covered by this Agreement.

ARTICLE I
RECOGNITION

The Board of Education of the Albion Central School District ("Board") recognizes the Albion Association of School Administrators and Supervisors ("Association") as the exclusive bargaining representative for Principals and Assistant Principals employed by the Albion Central School District ("District").

ARTICLE II
STATUTORY NOTICE

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 therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE III
MANAGEMENT RIGHTS

A. The Board and Superintendent retain the sole right to manage the District's operations and services and to direct its work force including the right to determine the curriculum, the activities in which the District will engage, the services which the District will perform, the number and location of buildings, the methods and procedures of instruction, the size and composition of the staff, the establishment of new positions or changes in the content of existing positions; to determine whether and to what extent work required in the operation of the District shall be assigned to employees covered by this Agreement; to sell, use, lease, discontinue, or dispose of any part of its building, equipment, services or materials; to determine the school calendar; to establish the rate of pay for new employees covered by this Agreement; to maintain order and efficiency in District operations which includes the right to regulate personnel practices and the right to establish procedures for evaluating the performance of its employees; to suspend, discipline and discharge employees; to hire, lay off, assign, and promote employees; and to determine the term of employment for employees covered by this Agreement, subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement or provided by law.

B. The above management rights are not all-inclusive, but merely indicate the type of rights which belong to and are retained by the Board and the Superintendent. Any of the rights, powers and authority that the Board and the Superintendent had prior to entering this Agreement are retained by them except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

C. The failure to exercise a particular management right or function, or the exercising of a management right or function in a particular manner, shall not constitute a waiver of the right to exercise such management right or function in any manner not in conflict with the law or a specific provision of this Agreement.

ARTICLE IV
COMPENSATION

A. Term of Employment

The Board of Education shall establish the term of employment for employees covered by this agreement. Employees covered by this agreement normally shall be employed for a term of twelve (12) months. In no event, however, shall this provision be interpreted as a guarantee:

- (1) that an employee shall not be dismissed;
- (2) that an employee shall be employed for a particular time period; or
- (3) that any position will not be eliminated.

B. Employment Year

The employment year for twelve (12) month employees shall extend from July 1 through and including the following June 30th.

C. Compensation

The total salaries for the period July 1, 2000 through June 30, 2004, shall include a 4% increase each year of the contract.

D. Professional Step Increment - effective July 1, 2000 a professional service step increment will be added to the base one time as follows:

- After 23 years of educational service as credited by NYSTR add \$ 2,000
- After 25 years of educational service as credited by NYSTR add \$ 3,000
- After 27 years of educational service as credited by NYSTR add \$ 4,000
- After 30 years of educational service as credited by NYSTR add \$ 6,000
- After 32 years of educational service as credited by NYSTR add \$ 8,000
- After 36 years of educational service as credited by NYSTR add \$10,000

If 20 years of credited service (as above) are in the Albion Central School District, an additional \$3,000 will be added after the 32 year stipend and the 36 year stipend.

E. Compensation for New Hires

Although the District may establish, in its discretion, initial starting salaries for newly hired administrative staff, the Superintendent agrees to consult with the Association about the salary to be paid new hires.

F. Each Member may also participate at their option in the IRS Section 125 Flex Plan.

G. Evaluation

The Association and Superintendent agree to develop the format for evaluating employees covered by the Agreement. Nothing in this provision shall diminish or alter the Superintendent's authority to evaluate employees' performance.

ARTICLE V

RETIREMENT

1. The District shall provide employees retirement benefits through the New York State Teachers' Retirement System.

2. Retire Option to Purchase Dental and Prescription Insurance

Retirees may purchase, at their own cost, the group prescription and dental plans made available to unit members under the labor agreement.

ARTICLE VI

PAYROLL AND DUES DEDUCTIONS

A. Membership Dues Deduction

1. Membership in the Association shall not be a requirement for employment, and the employees covered by this Agreement shall have the right to join or refrain from joining or participating in activities of the Association. Non-members must pay an agency fee equal to the amount of any SAANYS dues. The fee will be remitted to SAANYS.

2. The District will utilize the following procedure for those employees who voluntarily agree in writing to have Association dues deducted from their wages:

- (a) Not later than September 1st preceding any school year, an employee wishing dues deductions must file a written authorization with the District. Late authorizations will not be honored, and an employee must file the authorization annually.
- (b) The authorization form shall comply with the requirements of Section 93-b of the General Municipal Law. The authorization shall be revocable in writing at any time by the employee.
- (c) The amount to be deducted shall be a uniform amount for all which the deductions are made.
- (d) The Association shall indemnify and hold harmless the District from any and all liability, including costs and attorneys' fees, resulting from any action or proceeding arising as a result of the deduction of dues pursuant to this Article.

B. Credit Union

- 1. The Board will deduct from the salaries of its employees an amount individually and voluntarily authorized and transmit said amount to the Credit Union.
- 2. Amounts deducted in accordance with the terms of the paragraph shall be transmitted to the Credit Union on the pay date on which the deductions are made.

C. Retirement System Loans

The Board shall deduct from the salaries of its employees an amount individually and voluntarily authorized for loan payments to the retirement system and forward such credit to the Retirement System.

D. Tax-Sheltered Annuity

The Board shall deduct from the salaries of its employees an amount individually and voluntarily authorized under a Tax-Sheltered Annuity Plan. Employees must have a certified actuarial exclusion allowance calculation completed before such deduction can be authorized.

ARTICLE VII

VACANCIES

All positions whose primary duties are administrative or supervisory in nature shall be posted as soon as practicable after the position is approved by the Board.

ARTICLE VIII

VACATION

1. Employees shall accrue vacation days at the following rates:
12-month-1.75 days per month of active employment (21)
Future employees hired for 10 or 11 months shall receive:
11 month-0.5 day + 1.50 days per month of active employment (17)
10 month-1.0 day + 1.50 days per month of active employment (16)
2. Vacation days may be accumulated up to twenty-six (26) days. Effective July 1, 2002, all vacation will be corrected to show the accumulation with a maximum of 26 days.
3. Employees must submit a written application for vacation as soon as possible prior to the anticipated starting date of the vacation. employees may not take vacation without the prior approval of the Superintendent.
4. If an employee has scheduled vacation with the approval of the Superintendent and that vacation is cancelled at the District's request, then that employee shall be permitted to reschedule that "cancelled" vacation within one year of the District's request that the vacation be cancelled.

5. Effective July 1, 2000, any employee having accumulations in excess of 26 days may return a maximum of 4 days to the District for compensation at their daily rate.

ARTICLE IX

SICK LEAVE

1. All employees shall accrue sick leave at the rate of 1.5 days per month of active employment (i.e., twelve month employees will accrue 18 sick days per year $(12 \times 1.5 = 18)$).
2. Sick leave shall have unlimited accumulation.
3. Employees who retire during the life of this Agreement at or after age 55, but before age 65, may continue to participate in the health insurance plan provided by this Agreement: (a) at their own expense; or (b) by "purchasing" this insurance using their accumulated sick leave. Employees who retire prior to age 55 may participate in the health insurance plan provided by the Agreement upon attaining age 55, provided that they had at least fifteen (15) years of service to the District at the time of their retirement; (a) at their own expense; or (b) by "purchasing" this insurance using their accumulated sick leave. Employees who choose to retire before age 65 may "purchase" the health insurance plan provided by this Agreement using accumulated sick leave at the rate of twelve (12) sick days per year of insurance.
4. Employees may use sick days for personal illness and up to ten (10) sick days per year for illness in their family which, for this article, shall mean spouse or children.

ARTICLE X

PERSONAL DAYS

1. Each employee shall receive five (5) personal days per year to conduct business or pursue activities that reasonably cannot be performed during non-working hours. Employees must submit a written application for personal leave to the Superintendent as soon as possible prior to the date of the anticipated leave. Personal leave may not be taken without prior approval of the Superintendent. In unusual cases, an oral application for personal leave may be substituted for the written application, which normally is required.
2. Personal leave may not be accumulated from year to year. Unused personal days on June 30th of each year will be added to accumulated sick time.

ARTICLE XI

HOLIDAYS

1. Employees shall receive the following paid holidays:

(a) New Year's Day	(h) Columbus Day
(b) Martin Luther King Day	(i) Veterans' Day
(c) Presidents' Day	(j) Thanksgiving Day
(d) Good Friday	(k) Day after Thanksgiving
(e) Memorial Day	(l) Christmas Eve
(f) Independence Day	(m) Christmas Day
(g) Labor Day	
2. If a paid holiday falls on a Saturday or Sunday, the Superintendent, in his sole discretion, shall designate the day that employees receive as a paid holiday.
3. Ten (10) month employees shall not receive Independence Day as a paid holiday.

ARTICLE XII

BEREAVEMENT LEAVE

1. All employees shall be entitled to five (5) days of bereavement leave with pay when a death occurs in their immediate family which shall include their parents, spouse, children, brothers or sisters.

2. The Superintendent, in his discretion, may grant bereavement leave to employees who request such leave for persons other than their "immediate families" as that term is defined in the previous paragraph.

ARTICLE XIII

JURY DUTY

Employees who are required to serve on jury duty shall receive their regular pay from the District but shall return to the District any compensation received for their services as jury persons, except that portion provided for meals and travel compensation. Employees who are serving on jury duty agree to cooperate with the District when, in the District's opinion, deferral or postponement of jury duty is appropriate.

ARTICLE XIV

UNPAID LEAVES OF ABSENCE

1. The Board, in its sole discretion and upon the recommendation of the Superintendent, may grant an employee an unpaid leave for the following reasons:
 - (a) Unpaid leave, not to exceed one (1) month, for death or serious injury or illness to a member of the employee's immediate family;
 - (b) Unpaid leave, not to exceed one (1) year, for pregnancy except that employees may use sick leave during any period of disability;
 - (c) Unpaid leave, not to exceed one (1) year, for serious injury or illness to the employee;
 - (d) Unpaid leave, not to exceed one (1) year, for child rearing.
2. Requests for unpaid leave shall be made in writing to the Superintendent as soon as possible.

ARTICLE XV

HEALTH AND DENTAL INSURANCE BENEFITS

1. Effective July 1, 2000, the Board shall pay 90% of the health insurance coverage of the Orleans/Niagara BOCES Health Care Consortium Plan CM (\$100/\$200 deductible) for either individual or family coverage. as applicable, for each full-time employee desiring to be covered including a \$0 co-pay for generic drugs and \$5 co-pay for brand name drugs.
2. The District shall pay the full cost of individual or family dental insurance coverage equal to the plan in effect on October 30, 1992.
3. The Board of Education reserves the right in its sole discretion, to provide health insurance coverage through any provider it chooses or through self-insurance, provided the benefits enjoyed by employees under this agreement shall not be diminished without the express consent of the Association.
4. Any employee not receiving health insurance shall receive additional compensation of \$1500 per year.
5. The Board shall reimburse each employee up to a maximum of \$200 per year for any vision care item which qualifies for reimbursement under the district's Section 105 H. The employee shall submit a receipt of payment for the item/doctor's appointment for themselves or any member of their family that would normally be covered under the District Health Insurance.

ARTICLE XVI

DISPUTE RESOLUTION

1. Definition of Grievance
A grievance is a claim that there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement.

2. Procedure for Resolution of Grievances

Step One: As a condition precedent to the processing or consideration of a grievance, the grievant first must attempt to resolve the grievance informally with the Superintendent within ten (10) working days of the act or occurrence giving rise to the grievance.

Step Two: If the grievance is not resolved informally within three (3) working days, it shall be reduced to writing and submitted to the Superintendent. The Superintendent shall render a written decision within five (5) working days.

Step Three: A grievant who is not satisfied with the resolution reached at the previous step may request a hearing before the Board of Education. That request must be written and submitted to the President of the Board of Education within five (5) working days of the decision or resolution at the previous step. The grievant shall submit to the Board of Education contemporaneously with any request for a hearing, a written summary of the prior proceedings related to the grievance, a written statement explaining why the resolution or response to the grievance at the previous stage was erroneous, and copies of all written statements, correspondence, records, documents and other records related to the grievance. The Board shall schedule a hearing within one (1) month of the date that it receives a grievant's request for a hearing. The Board shall notify the grievant, the Superintendent and the Association President of the time and date of the hearing. The grievant or the grievant's representative is entitled to be heard at the hearing; however, no further evidence or proof shall be adduced at the hearing. The Board shall render a written decision within five (5) working days and send copies of that decision to the grievant, the Superintendent and the Association President.

Step Four: If the grievant is not satisfied with the decision of the Board of Education, and the Association approves an appeal to arbitration, the grievance may be submitted to arbitration by written notice to the American Arbitration Association and the

Superintendent within seven (7) calendar days after the Board of Education's decision has been rendered. The parties will thereafter follow the rules of the American Arbitration Association with respect to the selection of an arbitrator and the conduct of a hearing.

The decision of the arbitrator shall be final and binding on the issues submitted, but the arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement, not to render any decision which is volative of substantive law. Each party shall bear its own expenses in the conduct of the arbitration, except that the fees and expenses of the arbitrator shall be shared equally by the District and the Association.

3. "Working Day" shall include any day upon which employees who are employed for a twelve (12) month term are expected to report to work.
4. The resolution of a grievance at any particular step shall be final, if the grievant fails to pursue the grievance to the next step in the grievance procedure within the time limits prescribed by this Agreement.

ARTICLE XVII

COMPLETE AGREEMENT

The parties acknowledge that this Agreement establishes the terms and conditions of employment for employees within its coverage and supersedes any rules or regulations or practices which are contrary to or inconsistent with its terms. The parties further acknowledge that the provisions of this Agreement may be altered, modified, supplemented or deleted only by written amendment executed by the parties.

ARTICLE XVIII
DURATION AND CHANGES

1. In the event any provision of this Agreement is held to be violative of existing law, that provision shall not bind either of the parties, but the remainder of the Agreement shall continue in full force and effect as if the invalid or illegal provision had not been a part of this Agreement.
2. It is agreed that both parties have had the full opportunity to negotiate with regard to those terms and issues, which are the subject of mandatory collective bargaining under the law. Therefore, both parties agree that negotiations will not be reopened on any item or issue during the life of this Agreement, whether or not such item is contained herein or whether or not such item was discussed during negotiations between the parties.
3. The provisions of this Agreement shall be effective on and after the date that both parties ratify and sign this Agreement, and this Agreement shall remain and continue in full force and effect until June 30, 2004 and unless either party gives written notice, at least ninety (90) days but not more than one hundred and twenty (120) days prior to said expiration date, requesting the modification or termination of this Agreement, then it shall continue in effect from year to year unless such written notice is given at least ninety (90) days but not more than one hundred and twenty (120) days prior to June 30th of any subsequent year.

ARTICLE XIX
MISCELLANEOUS

1. Reimbursement for Use of Personal Vehicle
Employees must obtain the prior written approval of the Superintendent to use their personal vehicles to conduct District business when a District vehicle is not available, and they shall be reimbursed at the maximum allowable rate established by the IRS when using their vehicle.

2. Physicals

Each employee covered by this Agreement shall have a complete physical examination each year. If the physical is performed by a physician chosen by the District, the District shall pay for the full cost of the physical. If the physical is performed by a physician chosen by the employee, the District shall reimburse the employee for the cost of the physical in an amount not to exceed fifty dollars (\$50).

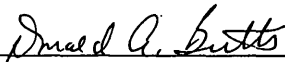
3. The District will provide an Employee Assistance Program.

4. The District agrees to repair employees' personal property that is vandalized on school property. The District, at its option, may compensate employees for the reasonable market value of the vandalized property. The District's obligations under this paragraph shall attach only if the employee gives written notice to the Superintendent that personal property has been vandalized; such notice shall be given within two (2) working days.


Any insurance payment that an employee receives for the vandalized property shall be deducted from any payment or compensation that the District is obligated to make under this provision.

The Superintendent, in his sole discretion, may apply the protections of this provision to property that is vandalized off school property, if the vandalism is demonstrated to be related to the employee's discharge of his official duties.

Signed this 6th day of June, 2000.



ASSOCIATION PRESIDENT
Donald Butts



SUPERINTENDENT OF SCHOOLS
Ronald L. Sodoma