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Union: **Classified Administrators and Supervisors**

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AGREEMENT
BETWEEN THE
NIAGARA FALLS BOARD OF EDUCATION
AND THE
CLASSIFIED ADMINISTRATORS AND SUPERVISORS

7/1 6/30
2003-2006

RECEIVED

DEC 19 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

TABLE OF CONTENTS

		<u>PAGE</u>
Article 1	Preamble	3
Article 2	Purpose	3
Article 3	Recognition and Duration of Contract	4
Article 4	Wage Schedule	4
Article 5	Dues Deduction Procedure	5
Article 6	Transportation Allowances	6
Article 7	Insurance and Hospitalization	7
Article 8	Retirees Insurance	10
Article 9	Life Insurance	10
Article 10	Liability and Personal Injury Protection	11
Article 11	Vacations	13
Article 12	Eligibility for Vacations	13
Article 13	Scheduling Vacations	14
Article 14	General Regulations – Vacations	14
Article 15	Termination of Service	15
Article 16	Paid Holidays	15
Article 17	Holiday During Vacation	15
Article 18	Sick Leave	15
Article 19	Excuses	16
Article 20	Temporary Leaves of Absence	17
Article 21	Grievance Procedure	19
Article 22	Posting of Vacancies – Promotions	24
Article 23	Seniority	25

TABLE OF CONTENTS (Continued)

Article 24	Terminal Leave Pay	25
Article 25	Maternity and Child-Rearing Leave	26
Article 26	Longevity Program	28
Article 27	Terminal Leave Pay Contribution	28
Appendix I	2003-2004 Salary Schedule	30
Appendix II	2004-2005 Salary Schedule	31
Appendix III	2005-2006 Salary Schedule	32
Signature Page		33

ARTICLE 1 PREAMBLE

THIS AGREEMENT, made this 1st day of July 2003, by and between the **BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK**, hereinafter called the Board, party of the first part, and the **CLASSIFIED ADMINISTRATORS AND SUPERVISORS**, hereinafter called NIAS, party of the second part, **WITNESSETH:**

WHEREAS, the Board has recognized NIAS as the sole and exclusive representative of its employees within the negotiating unit hereinafter described for the purposes of collective negotiations and has extended to NIAS the rights incident to such recognition as provided by Article 14 of the Civil Service Law, and

WHEREAS, the parties declare that their mutual aim is to promote harmonious and cooperative relationships between the Board and its said employees, and

WHEREAS, the parties have mutually negotiated in good faith in the determination of the terms and conditions of employment of said employees and have reached agreement thereon and desire to reduce such agreement to writing,

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants hereinafter set forth, the parties do hereby mutually agree to the following articles.

ARTICLE 2 PURPOSE

It is the purpose of the parties to set forth herein the basic agreement covering terms and conditions of employment as defined in the Public Employees' Fair Employment Act of 1967 during the life of this contract. The positions covered in this contract are essential to the efficient operation of the School District. It is important that people in these roles recognize their

work responsibility and strive to add dignity and self-respect to their positions. The positions included are listed herein:

Student Services Manager	Personnel Manager
Director of Management Information Systems	Purchasing Agent
Supervisor Operations & Maintenance	Food Service Administrator
Nurse Practitioner	District Clerk
Director of Financial Services	Administrator for Support Services
Administrator for Information Services	Administrator for School Business Services
Assistant Director of Operations & Maintenance	

When a new supervisory classified position is created, its inclusion in the NIAS unit shall be negotiated.

ARTICLE 3 RECOGNITION AND DURATION OF CONTRACT

- A. Recognition of the NIAS as the sole and exclusive representative of the negotiating unit of classified employees described in Article 2 of this Agreement shall continue until and expire upon the first day of March 2006 as set forth in the Public Employees' Fair Employment Act, Article 14 of the Civil Service Law and the rules of the New York State Public Employment Relations Board.
- B. This Agreement shall become effective as of its above date, to wit, July 1, 2003, and shall continue in effect for three(3) years until midnight June 30, 2006.

ARTICLE 4 WAGE SCHEDULE

The wage schedules as negotiated between the Board of Education and NIAS for the 2003-04, 2004-05, and 2005-06 Agreements are attached hereto and made a part of this contract as Appendices I, II, and III.

The wage schedule for 2003-04 shall take effect on July 1, 2003 and shall continue in effect until June 30, 2004. The wage schedule for 2004-05 shall take effect on July 1, 2004 and

shall continue in effect until June 30, 2005. The wage schedule for 2005-06 shall take effect July 1, 2005 and shall continue in effect until June 30, 2006.

Pay shall be distributed providing 26 equal bi-weekly checks.

The Board of Education shall allow employees to take advantage of the payroll deposit and/or savings plan as offered by the local banking institutions.

ARTICLE 5 DUES DEDUCTION PROCEDURE

- A. The Board agrees to deduct from the salaries of members of the Classified Administrators and Supervisors dues and related assessments as authorized by individual members of the unit and such monies shall be transmitted to the NIAS organization. The authorization shall be in writing and shall expressly relieve the Board and its administrators of any liability for money deducted and transmitted to the NIAS organization in accordance with this provision. This authority shall be continuous during the employment of the individual by the Board or until revoked by him or her in writing.
- B. The NIAS shall certify to the Board in writing the current rate of its membership dues, and shall notify the Board thirty(30) days prior to any change in the rates.
- C. Deductions shall be made in equal installments on regular paydays of each month of the year.
- D. In the event of termination before the end of the fiscal year, the full amount of outstanding dues shall become payable and shall be deducted from the employee's final pay check.

ARTICLE 6 TRANSPORTATION ALLOWANCES

Effective July 1, 2003, employees covered by this Agreement shall be reimbursed at the rate allowed by I.R.S. for driving personal vehicles on Board business when authorized.

Eligibility to drive and to receive reimbursement shall be given in writing to all designated personnel by the Administrator for Business Services. Requests for reimbursement shall be made on forms provided by the Business Office and shall cover periods of not less than one(1) nor more than three(3) months.

When Board vehicles are unavailable and private vehicles must be used for duly authorized out-of-town trips, employees shall be reimbursed at the rates set forth in this section but in no instance shall the amounts of compensation exceed the cost of a round-trip air-coach fare. Two or more persons traveling to the same destination by car shall do so in one vehicle with a single mileage authorization.

Persons driving Board vehicles shall be reimbursed for out-of-town expenses only, including highway tolls, provided all receipts accompany request for payment.

The Board of Education's automobile insurance policy's non-ownership liability coverage protects against loss resulting from claims against the Board because of injury to persons or damage to property arising from the approved use of private passenger automobiles and the approved occasional use by an employee of commercial cars in the Board's business.

In addition to the payment of damage up to the Board's policy limits, the Board's insuring agent shall investigate claims, provide defense, and pay litigation costs.

The Board's non-ownership coverage is applicable only for those damages in excess of any other valid and collectible insurance carried by the employee on his/her private car.

In approved driving of Board of Education cars, the employee shall be covered for damage to the full extent of the liability coverage of the Board of Education policy.

ARTICLE 7 INSURANCE AND HOSPITALIZATION

Insurance and hospitalization will be paid for an employee on medical leave of absence if the employee has three(3) or more years of service by the date on which the leave is to commence. Payment will continue for a period of up to two(2) years.

The carrier specified above may be changed so long as the coverage is equivalent and there is agreement between the Union and the Board to that effect.

A. MEDICAL COVERAGE

Cafeteria Plan

1. Option A

Blue Cross/Blue Shield
Hospitalization, Medical/Surgical
Major Medical \$50/\$100 Deductible + 20% Co-Pay
Prescription Drugs \$3 Co-Pay
Riders 8, 9, and 21

2. Option B

Hospitalization, Medical/Surgical
Major Medical \$250/\$500 Deductible + 20% Co-pay
Prescription Drugs \$7 Co-Pay
Riders 8, 9, 21

3. Option C

Community Blue 200 – 200+
Hospitalization, Medical/Surgical – Full Coverage
\$10 Office Visit (\$0/\$20 or \$5/\$15 for +)
Prescription Drugs \$3 Co-Pay

4. Option D

Community Blue 203 – 203+
Hospitalization, Medical/Surgical – Full Coverage
\$15 Office Visit (\$15/\$15 or \$20/\$20 for +)
Prescription Drugs \$10 Co-Pay

5. Option G

No Coverage

B. DENTAL COVERAGE

Option A

1. Self-Funded Plan
2. Dental Coverage with Orthodontics (two year commitment)
 - a. Preventative service paid at 100%
 - b. Basic services paid at 80%
 - c. Major services paid at 50%
 - d. Orthodontic service paid at 50% up to \$1500 lifetime maximum

Option B

1. Self-Funded Plan
2. Dental Coverage with Orthodontics (two year commitment)
 - a. Preventative service paid at 100%
 - b. Basic services – same schedule as current Blue Shield coverage
 - c. Major services – same payment schedule as current Blue Shield coverage
 - d. Orthodontic service – same payment schedule as current Blue Shield coverage (\$900 lifetime maximum)

C. VISION COVERAGE (two year commitment)

Self-Funded Plan

- a. No deductibles except \$20 for contacts
- b. No paperwork
- c. Four locations:
 - George's – Pine Avenue
 - Gary's – Lewiston
 - Niagara Lab – LaSalle
 - Boulevard Optical – Tonawanda/Amherst

Non-participants – Reimbursement based upon current allowances

D. GROUP TERM LIFE INSURANCE

Options available in the following denominations of Group Term Life:

- | | |
|-------------|---------------|
| 1. \$10,000 | 6. \$60,000 |
| 2. \$20,000 | 7. \$70,000 |
| 3. \$30,000 | 8. \$80,000 |
| 4. \$40,000 | 9. \$90,000 |
| 5. \$50,000 | 10. \$100,000 |

E. FLEXIBLE SPENDING ACCOUNTS

1. Medical Care Spending Account
 - a. Reimbursement for allowable medical expenses
 - b. No limit on the amount of benefit dollars or personal contribution by payroll deduction
2. Dependent Care Spending Account
 - a. Reimbursement for allowable expenses incurred for the care of a dependent.
 - b. \$5,000 maximum per family
3. An additional account of \$1,000 per member per year will be set up to cover medical costs not covered by insurance.

F. OPT OUT

1. If one chooses coverage, 50% of remaining benefit dollars are paid to the employee, or money may be put into Flexible Account.
2. If one does not choose coverage, and can show coverage from other sources, 50% of the benefit dollars are paid to the employee or the amount may be placed into the Flexible Spending Account.
3. If one does not choose coverage and can show coverage from other sources, and decides not to opt out, all or part of benefit dollars may be put into the Flexible Account with any remaining portion subject to 50% opt out.
4. Flexible dollars left over are returned to the Board of Education

G. BASE OF BENEFIT DOLLARS

Effective –

1.	February 1, 1994	<u>Single</u> \$2,605	<u>Family</u> \$5,700
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(Amounts to be pro-rated over eight(8) months)

H. PREMIUM INCREASES

1. All increases in premiums in excess of the base benefit dollars for Option A medical plus \$40,000 life insurance will be shared equally between the Board and NIAS members based upon the experience rate set by Blue Cross for the active component of the Board of Education Group.
 2. Employee contributions may be paid through flexible spending accounts handled through payroll deduction.
- I. The anniversary date of these plans is to be established as July 1.

ARTICLE 8 RETIREE'S INSURANCE

The Board of Education shall assume the full cost of health insurance coverage and major medical as set forth in Article 7 for each employee in the negotiating unit covered by this Agreement lawfully retiring under the New York State Retirement System in the future provided that such employee has completed a minimum of twenty years of service in the employ of this school district or, at the discretion of the Superintendent lawfully retires under the New York State Retirement System with a minimum of ten(10) years of service as an administrator/manager/supervisor in this School District. The coverage so provided the employee shall include the same hospitalization, medical, surgical and prescription plan had he/she continued employment. When the retiree reaches his/her sixty-fifth(65th) birthday and qualifies for Medicare under the Social Security Program, the type of health insurance and major medical coverage shall be changed to cover his/her new circumstances.

In the event of a disability retirement, pursuant to the New York State Retirement and Social Security Law, the above age and service requirements will be waived and coverage shall be provided if the employee has completed a minimum of five(5) years of service in the employ of this school district.

ARTICLE 9 LIFE INSURANCE

The Board of Education shall, at its expense, provide each employee covered by this Agreement with a group life insurance policy in accordance with the Cafeteria Plan (Article 7).

ARTICLE 10 LIABILITY AND PERSONAL INJURY PROTECTION

- A. An employee suffering injury or incurring damage to personal property in the performance of his or her duties shall be covered and protected by the Board of the following extent:
1. Payment of full day for each day's absence as a result of such injuries up to 50 days without loss of accumulated sick leave.
 2. If the period of illness or disability from injury extends beyond 50 days, the Board shall then provide full salary to the extent of accumulated sick leave.
 3. The cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of such injuries.
 4. Reasonable cost of replacing or repairing dentures, eye glasses, hearing aids or similar bodily appurtenances not covered by workers' compensation which are damaged, destroyed or lost under conditions described in Paragraph A of this article.
 5. Personnel are entitled to reimbursement for personal property damaged in the performance of their duties, not protected by any other sources, to the maximum amount of \$500 excluding damage to personally owned vehicles on school board property. Claims must be submitted to the Superintendent in writing 10 days. A claim form is provided for the employee's convenience. However, if a form is not immediately available, the employee must submit a statement, in letter form, to insure notification to the Superintendent within the required time limit. The letter must contain the following: name and address; school or work location; date, time, location, and description of incident; witness(es). The following must accompany the claim: invoice or receipt for the amount of damage; police report obtained same day of the incident; verification, in writing, from insurance company regarding coverage – amount of deductible, if applicable, statement that damage is not

covered, if applicable; in cases where coverage is not carried by claimant, a statement to that effect must be provided.

- B. 1. Employees shall immediately report all cases of assault suffered by them in connection with their employment to their immediate supervisor in writing.
 - 2. A report shall be forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in his/her possession relating to the incident or the persons involved.
 - C. Written notice of injury or damage to personal property incurred in performance of an employee's duties shall be filed with the Superintendent within ten(10) days after the alleged incident if the employee intends to make claim to the Board under the provisions of this article.
 - D. 1. The Board of Education will save harmless and protect all employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to the property of any person, to the extent and in the manner, and subject to the conditions provided by Section 3023 of the Education Law as the same may hereafter be amended.
 - 2. The Board of Education will further provide an attorney or attorneys for, and pay such attorney's fees and expenses necessarily incurred in the defense of any employee in any civil or criminal action or proceeding arising out of disciplinary action in the manner, and subject to the conditions provided by Section 3023 of the Education Law as the same may hereafter be amended.
 - 3. Any papers served on a classified employee must be filed with the Board of Education within ten(10) days after they have been received.
-

- E.
1. Any workers' compensation payments made to the employee during the time the employee is receiving full pay under Paragraph A of this article, shall be reimbursed to the Board.
 2. Compensation payment received by the Board of Education is used to restore proportionate sick leave credit to the employee.
 3. At the expiration of all sick leave credit, compensation payments shall be paid directly to the claimant.

ARTICLE 11 VACATIONS

Vacations will be scheduled in advance for such times during the year as the school administration finds most suitable.

ARTICLE 12 ELIGIBILITY FOR VACATIONS

- A. Each employee represented by this Agreement shall receive four(4) weeks vacation after the first year of appointment, pro-rated quarterly for the first year based on the date of appointment, and receive four(4) weeks vacation each year thereafter on July 1.
- B. For those employees hired prior to January 1, 1985, vacation allowance beyond twenty(20) days shall be received according to the following schedule:
1. Upon completion of 15 years of service, vacation allowance shall be 25 days.
 2. Upon completion of 20 years of service, vacation allowance shall be 30 days.
- C. If a holiday falls within the employee's regularly scheduled vacation period and the holiday is one that has been designated on the school calendar, he/she shall be granted the equivalent additional vacation for the holiday.

ARTICLE 13 SCHEDULING VACATIONS

- A. Vacations shall be scheduled in advance with the department head for any time of the year. All individual employee vacation requests shall be returned to the employee, noted as approved or disapproved, and signed by the department head; if disapproved, the reason shall be indicated.
- B. In an emergency or case of disability occurring to a planned vacation, a new vacation period may be rescheduled for a later date when approved by the department head. If such a disability occurs during an employee's vacation, any remaining full weeks of vacation may be rescheduled with the approval of the department head.
- C. Vacations must be scheduled in such a manner that the job will be covered.

ARTICLE 14 GENERAL REGULATIONS - VACATIONS

- A. Vacations shall be scheduled to cause the least interruption in the performance of duty.
- B. Extra pay in lieu of a vacation shall not be allowed.
- C. Advance pay for vacation shall be granted to those employees who submit a written request for such advancement at least two(2) weeks prior to the actual starting date of their vacation. Such advance vacation pay must be for a period of not less than three(3) weeks. Written request must be submitted to the Administrator for Human Resources.
- D. In special cases such as but not limited to family illness, planning for extended vacation and with approval of the Administrator for Human Resources, employees shall be allowed to accumulate vacation time for a period of one(1) year to a maximum of three(3) weeks.

ARTICLE 15 TERMINATION OF SERVICE

Employees resigning or retiring shall be paid for the full remainder of their vacation allowance depending upon their length of service in accordance with the schedule.

ARTICLE 16 PAID HOLIDAYS

A paid holiday schedule shall be adopted on a year-to-year basis by the Board of Education after negotiating with the NIAS unit representatives. For the purpose of computing hours worked in a week, a paid holiday shall be considered a day worked.

An employee shall not be eligible for holiday pay if he/she is on any type of leave of absence or if he/she fails to work his/her last regularly scheduled workday after such holiday unless absence was previously excused by the Administrator for Human Resources or unless the employee presents proof of the reason for the absence acceptable to the Board.

Sixteen(16) paid holidays shall be scheduled each year for employees covered under this Agreement.

ARTICLE 17 HOLIDAY DURING VACATION

An employee who is on vacation on any of the paid holidays shall receive an extra day added to this vacation for each such paid holiday falling within his/her scheduled vacation.

ARTICLE 18 SICK LEAVE

Employees shall be entitled to two(2) days per month of employment of annual sick leave with full pay. Sick leave may be accumulated from year-to-year to a maximum of 224 days.

A sick leave bank (SLB) shall be implemented for use by employees whose accumulated sick leave has been exhausted as a result of a long-term catastrophic illness or injury. An initial contribution from each eligible member shall be two(2) sick leave days for each year of this contract. A mutually representative committee shall be established to review and approve or disapproved requests for withdrawal from the bank, keep records of membership, and maintain an appropriate level of days for use in the bank. The Review Committee shall call upon participants for contributions of two(2) additional days whenever the Committee , as a whole, feels a need. Participants of the plan shall consist of all employees covered under this Agreement regardless of their classification who contribute. Applicants may request withdrawal from the Review Committee upon exhausting all leave accruals and upon having been absent due to a long-term catastrophic illness for at least thirty days including the balance of their accumulated sick leave. Each request must be accompanied by a statement signed by a physician confirming the nature of the illness and the anticipated duration of the disability. The SLB balance shall not be depleted to less than 20% of the contributed days. A participant's membership in the SLB shall terminate upon failure to contribute to the bank.

ARTICLE 19 EXCUSES

Upon returning after an absence, each employee shall be responsible for presenting a written excuse for his/her absence, stating exact dates and definite reason. Existing administrative procedures shall be followed for the submission of excuses.

A medical certificate shall be furnished in connection with any absence because of illness upon request of the Superintendent of Schools. When a member of the classified staff loses time due to surgery, injury, or illness of ten(10) or more consecutive days, a doctor's certificate stating that the employee is able to return to work on a specific date must be presented by the employee to the School Medical Inspector prior to return to duty. When this

certificate is approved by the School Medical Inspector, the employee shall file it immediately with his/her department head for appropriate action.

In the event the doctor's certificate is not available at the time the employee is ready to return to duty, the employee's doctor may call the School Medical Inspector authorizing the employee's return to duty, but the doctor's written authorization must be received within three(3) days.

ARTICLE 20 TEMPORARY LEAVES OF ABSENCE

Each year employees shall be entitled to the following temporary leaves of absence with pay and without deduction from accumulated sick leave except as specified.

A. Personal Business

Three(3) days of leave each year for personal business, household, legal or matters other than sickness, which cannot be otherwise conducted outside work hours shall be granted upon forty-eight(48) hours written notice to the division administrator. These days are non-cumulative except that if they are not used, they shall be added to the balance of accumulated sick leave, regardless of the amount. The standard leave request form must be submitted directly to the office of the division administrator. The employee shall be notified by the division administrator whether the request has been approved. In cases of emergency, the request may be made by telephone to the division administrator without the normal forty-eight hour notice, but a written request must follow within seventy-two(72) hours of the date of return from the leave.

Personal leave may not be approved when an excessive number of applications for the same day are received. Personal leave shall not be allowed on any day adjacent to a holiday or regular vacation unless it can be shown that the occasion for the leave cannot possibly be transferred to another date, and the reason for the leave would ordinarily be acceptable.

Except in the above cases concerning leaves adjacent to a holiday or a regular vacation, no reason for personal leave need be given when requesting such leave.

Misuse of any personal leave may result in loss of pay.

An additional two(2) days of personal business may be granted with the written permission of the Administrator for Human Resources. These days will be deducted from the excess personal business day balance.

B. Legal Proceedings

Time necessary for appearances in legal proceedings connected with the employee's employment or with the school system, or for the performance of jury duty, or because he/she is not personally involved. An employee taking such leave shall reimburse the School District for any fees he/she receives as a juror or witness.

C. 1. Family Illness and Death

Each employee covered under this contract shall be allowed leave for up to five(5) days per year without loss of pay or other leave credits for the death(s) of the family members listed below. If the aforementioned days are used by an employee during any fiscal year and another death of a family member as named below occurs in the same fiscal year, the employee may use a maximum of five(5) days of accumulated sick leave for each instance of death of those family members.

Father	Aunt
Mother	Uncle
Son	Nephew
Daughter	Niece
Brother	Direct Brother-In-Law
Sister	Direct Sister-In-Law
Husband	Direct Daughter-In-Law
Wife	Direct Son-In-Law
Mother-In-Law	Granddaughter
Father-In-Law	Grandson
Grandmother	Any member of the immediate
Grandfather	household

2. When an employee has the responsibility for the care of a relative, a maximum of five(5) days per year may be taken from accumulated sick leave. In reporting leave under the provisions above, the employee must state the relationship of the party concerned.

D. Religious Reasons

Up to two(2) days for religious reasons which specifically require absence during working hours. Those who are unable under any circumstances to accommodate their religious obligations to their work schedule shall be granted a third day.

ARTICLE 21 GRIEVANCE PROCEDURE

Definitions

A. **Grievance** shall mean any claimed violation, misinterpretation, or inequitable application of this Agreement or of rules, procedures, regulations, administrative orders or work rules of the Board, which relate to or involve terms and conditions of employment; provided, however, that such terms shall not include the discharge or discipline of any employee where such matter is subject to a hearing under the Civil Service Law, and further provided that neither the term grievance nor this grievance procedure shall refer to, include, or apply to any disciplinary procedures under the Civil Service Law.

B. **Immediate Superior** shall mean the person so designated by the Board's organization chart.

C. **Aggrieved Party** shall mean any person filing a grievance who is represented by the negotiating unit.

D. **Grievance Committee** is the committee created and constituted by NIAS to administer this procedure on behalf of NIAS.

- E. **Party In Interest** shall mean the Grievance Committee and any party named in the grievance other than the aggrieved party.
- F. **Hearing Officer** shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.
- G. **Days** shall be calendar days excluding Saturdays, Sundays, and paid holidays.
- H. **Representative** shall mean any individual selected by the aggrieved or designated by NIAS.

Procedures

- A. All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this Agreement and/or policies involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance occurred, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- B. Except for informal decisions at Stage 1 (a) decisions shall be rendered in writing at each step of the grievance procedure, setting forth finding of fact, conclusions, and supporting reasons therefore. Each decision shall be promptly transmitted to the aggrieved party.
- C. The processing of a grievance shall be conducted at a time mutually agreed and, if held during the employees' or the representatives' scheduled hours of work, shall not result in loss of pay.
- D. The Board and NIAS agree to facilitate any investigation which may be required and to make available any and all materials and relevant documents, communications, and records concerning the alleged grievance to the extent permitted by law and common rules as to privileged and confidential communications.

- E. Except as otherwise provided in Stage 1 (a) and (b), an aggrieved party or his or her representative shall have the right at all stages of a grievance to confront and cross-examine all witnesses on his or her own behalf, and to be furnished with a copy of any official minutes of the proceedings made at each and every stage of this grievance procedure.
- F. Forms for filing grievances, serving notices, taking appeals and making reports and recommendations, and other necessary documents will be developed by the Board and NIAS. The Superintendent of Schools shall then have them printed and distributed to facilitate operation of the grievance procedure.
- G. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- H. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this Agreement and NIAS has been given an opportunity to be present at such adjustment and to state its views of the grievance. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- I. The Administrator for Human Resources shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, official minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 (a), and all written decisions at all stages. Official minutes shall be kept at Board expense of all proceedings in Stages 2, 3, and 4. The appropriate hearing officer shall

be advised of any errors in said minutes within two(2) days thereafter. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be made available for inspection and/or copying by the aggrieved party, the Grievance Committee, and the Board.

- J. The existence of the procedure hereby established shall not be deemed to required any employee to pursue the remedies here provided and shall not, in any manner, impair or limit the right of the employee to pursue any other remedies available in any other forms so long as they are not inconsistent with the terms of this Agreement. The aggrieved party may be represented by legal counsel at his or her own expense.

Time Limits

- A. **Procedures**: The number of days indicated at each level below should be considered as maximum and every effort should be made to expedite that process. The time limits may be extended by mutual consent in writing by the authorized representatives of each party. The processing of any grievance involving a group or class of employees in more than one school or department, or Board policy questions, may be begun, by mutual consent, at the second stage.
- B. If a decision at one stage is not appealed to the next step of the procedure within the time limit specified, the grievance shall be deemed to be discontinued and further appeal under this Agreement shall be barred. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limit shall permit the lodging of an appeal by the aggrieved party at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

STAGES

Stage 1: Immediate Superior

- a) The party or parties in interest having a grievance shall discuss it with his/her immediate superior, either directly or through a representative, with the objective of resolving the matter informally. The immediate superior shall confer with all parties in interest, but in arriving at his/her decision shall not consider any material or statements without the aggrieved party having opportunity for comment or argument. 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 and presented to the immediate superior. Time limit for filing a written grievance is ninety(90) days after known occurrence of the alleged violation. Within two(2) days after the written grievance is presented to him/her, the immediate superior shall, without any further consultation with the aggrieved party, render a decision thereon in writing.

Stage 2: Superintendent of Schools

- a) If the party or parties in interest initiating the grievance are not satisfied with the written decision at Stage 1 and wish to proceed further under this grievance procedure, the employee shall present the grievance to the Grievance Committee for its consideration. If the Grievance Committee determines the grievance is meritorious, then the committee shall file a written appeal with the Superintendent for his consideration within thirty(30) days.
- b) Within ten(10) days after receipt of the appeal, the Superintendent shall hold a hearing with the aggrieved party.
- c) The Superintendent shall render a decision on the grievance within five(5) days after the conclusion of the hearing.

Stage 3: Board of Education

- a) There shall be a maximum of two(2) stages for any grievance before the Board of Education.
- b) If the aggrieved party or parties in interest are not satisfied with the decision at Stage 2 and wish to proceed further under this grievance procedure, the employee may submit the grievance to the Board of Education by written notice to the Grievance Committee for its consideration. If the Grievance Committee determines the grievance is meritorious and that appealing it is in the best interests of the school system, then the Committee shall file a written appeal to the Board within fifteen(15) days after receiving the written decision at Stage 2.
- c) The Board shall limit their decision strictly to the interpretation and application of the provisions of this Agreement or of the rules, procedures, regulations, administrative orders or work rules referred to in the above definition of a "grievance" and shall be without authority or jurisdiction to modify or amend the same or to make any decision contrary to law.
- d) The decision of the Board shall be final and binding upon all parties, unless either the aggrieved party or the Board institutes legal proceedings to further adjudge the case.

ARTICLE 22 POSTING OF VACANCIES - PROMOTION

All vacancies in promotional positions shall be posted in all Board of Education buildings clearly setting forth the minimum qualifications for the position, the illustrative duties, salary and filing dates. Such notice shall be posted as far in advance as possible, at least fifteen(15) calendar days before the final date of application.

ARTICLE 23 SENIORITY

Employees shall accrue both system-wide and departmental seniority. System seniority shall be computed on a system-wide basis for the purpose of computing vacations, sick leave, and any employee benefits offered on a system-wide basis. It shall be defined as uninterrupted continuous service in the school system. When an employee's services are terminated and he/she is later rehired, the employee shall begin a new period of seniority except in the instances of layoff or when an employee is rehired within one(1) year of termination.

Departmental seniority shall be computed for the purpose of promotion within the department pursuant to Article 22 and for the scheduling of vacations. Departmental seniority shall be defined as uninterrupted continuous service in a department of the school system.

A twelve(12) month provisional employee who subsequently becomes a permanent twelve-month employee shall receive full credit toward system seniority.

ARTICLE 24 TERMINAL LEAVE PAY

- A. Any employee who retires, who is laid off from employment, who is disabled or who resigns after ten(10) years of service and vests his/her rights in the New York State Employees' Retirement System shall receive terminal leave pay based on the following factors:
1. One and one-half(1 ½%) percent of their unused sick leave balance, including unused accumulated personal leave as provided in Article 24, Paragraph A of this Agreement.
 2. Years of service in the Niagara Falls City School District.

3. Eighty-five(85%) percent of their per diem rate of pay which shall be based upon the highest annual base salary that the employee received.
- B. Accordingly, terminal leave pay shall be calculated through the use of the following formula:
- .015 x number of days unused sick leave (including unused personal business days) x years of service x 85% of the per diem rate of pay as stated above.
- C. Terminal pay shall be paid to employee's estate when death occurs while still employed by the Board of Education for unused sick leave.
- D. For purposes of terminal pay calculations only, the maximum accumulated combined sick/personal leave authorized shall be 324 days. The maximum unused sick leave authorized in Article 18 remains unchanged for purposes of sick leave.

ARTICLE 25 MATERNITY AND CHILD REARING LEAVES

- A. Employees covered under this Agreement who request a maternity leave shall be granted the aforementioned leave with pay. The leave time taken shall be deducted from the accumulated paid leave of the employee desiring the leave. Notwithstanding the above, an employee who does not wish to use her accumulated leave or who does not have any accumulated leave shall be granted an unpaid leave in accordance with Paragraph C below. The affected employee shall submit a written application for the leave with the Administrator for Human Resources one(1) month prior to the date the leave is to begin except in cases of emergency. The application shall be accompanied by a physician's statement attesting to the employee's physical fitness to remain on active duty.

- B. The employee's maternity leave shall commence on the date her physician determines that she is no longer able to perform the duties of her position. From such day until her physician determines that she is ready to return to work, the employee shall be allowed to use her accumulated paid leave credits or shall be allowed an unpaid leave of absence as provided in Section A of this article.
- C. In the event that the employee exhausts her accumulated paid leave prior to becoming medically fit to return to duty, the employee shall be placed on leave without pay until such time as she is able to return.
- D. An employee on maternity leave shall be reinstated, if she so desires, within one(1) week of the date she obtains a statement from her physician confirming the fact that the employee is able to return to work and delivers such statement to the Administrator for Human Resources. Or, the employee may be allowed a child-rearing leave in accordance with Paragraph E of this article.
- E. Child-rearing leave without pay may be granted an employee for a period of up to two(2) years. The duration of the child-rearing leave shall be stated in the request for the leave. Extension of the leave beyond two(2) years may be granted at the discretion of the Board of Education. The leave request shall be sent or delivered to the Administrator for Human Resources who shall approve the leave and any extensions up to two(2) years by sending the employee a letter(s) stating the leave or any extension.
- F. An employee covered under this Agreement whose personal illness extends beyond the period of accumulated leave may be granted a leave of absence for up to two(2) years without pay, upon verification of the need for such leave by the School Medical Inspector. The duration of the leave shall be determined by the employee in consultation with his/her physician. The employee shall notify the Administrator for Human Resources of the approximate period of the leave.

ARTICLE 26 LONGEVITY PROGRAM

The following is the longevity schedule for employees covered under this Agreement:

10-Year Employees	-	\$1,150.00 above schedule
13-Year Employees	-	\$1,500.00 above schedule
16-Year Employees	-	\$2,000.00 above schedule
19-Year Employees	-	\$2,500.00 above schedule
22-Year Employees	-	\$3,000.00 above schedule

ARTICLE 27 TERMINAL LEAVE PAY CONTRIBUTION

The following procedures will be followed for terminal leave pay for all employees covered under this Agreement who will retire on or before July of each calendar year.

- A. The District will make a non-elective employer contribution in the amount established by Article 28, Terminal Leave Pay, of this Agreement subject to the contribution limits as outlined in the Internal Revenue Code, Section 415C.
- B. The non-elective employer contribution (also known as terminal leave pay) is available to all employees who meet the requirements of Article 28, and who submit an irrevocable letter of resignation at least 30 days before the effective date of retirement.
- C. Coinciding with the date of the employee's final paycheck, the terminal leave pay will be remitted to ING Opportunity Plus or successor, a qualified 403(b) plan administered through Carroll Financial Services or successor, for the benefit of the employee.
- D. Should the District be unable to fund the entire terminal leave pay in the current year due to IRC Section 416 limits, the District will remit the maximum allowable in the current year and the remainder will be remitted by January 31 of the following year in accordance with Section 415 of the IRC concerning up to "5 years of post-retirement deposits."

- E. For purposes of Tier I members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Employees' Retirement System. In the event that the employee's terminal leave pay exceeds acceptable Internal Revenue Code contribution limits, the employer agrees to pay any excess over the limits as compensation to the employee in the year of retirement.

BOARD OF EDUCATION

APPENDIX I:

**2003-2004 Salary Schedule
Administrative and Supervisory Classified Employees**

CLASSIFICATION	NO.	MINIMUM	2	3	MAXIMUM	INCREMENT
Adm for School Business Services	1	\$106,811	\$107,117	\$107,423	\$107,729	\$306
Administrator for Information Serv	1	\$104,189	\$105,369	\$106,548	\$107,727	\$1,179
Administrator for Support Services	1	\$73,651	\$76,250	\$78,848	\$81,447	\$2,599
Student Services Manager	1	\$77,726	\$78,892	\$80,057	\$81,223	\$1,166
Supervisor Maint. & Operations	1	\$66,155	\$67,154	\$68,153	\$69,151	\$999
Director Financial Services	1	\$62,220	\$64,398	\$66,575	\$68,753	\$2,178
Nurse Practitioner	2	\$62,394	\$63,458	\$64,522	\$65,586	\$1,064
Purchasing Agent	1	\$61,960	\$62,920	\$63,880	\$64,840	\$960
Personnel Mgr	1	\$58,721	\$59,720	\$60,718	\$61,717	\$999
Food Serv Adm	1	\$55,871	\$56,644	\$57,416	\$58,189	\$773
District Clerk	1	\$53,422	\$55,111	\$56,801	\$58,490	\$1,689
Asst. Director for Oper. & Maint.	1	\$55,000	\$55,825	\$56,650	\$57,475	\$825

BOARD OF EDUCATION

APPENDIX II:

**2004-2005 Salary Schedule
Administrative and Supervisory Classified Employees**

CLASSIFICATION	NO.	MINIMUM	2	3	MAXIMUM	INCREMENT
Adm for School Business Services	1	\$109,695	\$110,009	\$110,323	\$110,637	\$314
Administrator for Information Serv	1	\$107,003	\$108,213	\$109,424	\$110,635	\$1,211
Administrator for Support Services	1	\$75,639	\$78,308	\$80,977	\$83,646	\$2,669
Student Services Manager	1	\$79,825	\$81,022	\$82,219	\$83,416	\$1,197
Supervisor Maint. & Operations	1	\$67,942	\$68,967	\$69,993	\$71,018	\$1,026
Director Financial Services	1	\$63,900	\$66,136	\$68,373	\$70,609	\$2,236
Nurse Practitioner	2	\$64,079	\$65,172	\$66,264	\$67,357	\$1,093
Purchasing Agent	1	\$63,633	\$64,619	\$65,605	\$66,591	\$986
Personnel Mgr	1	\$60,307	\$61,332	\$62,358	\$63,383	\$1,026
Food Serv Adm	1	\$57,380	\$58,173	\$58,966	\$59,760	\$793
District Clerk	1	\$54,864	\$56,599	\$58,334	\$60,069	\$1,735
Assist. Director for Oper. & Maint.	1	\$56,485	\$57,332	\$58,180	\$59,027	\$847

BOARD OF EDUCATION

APPENDIX III:

**2005-2006 Salary Schedule
Administrative and Supervisory Classified Employees**

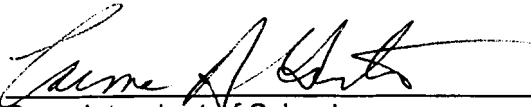
CLASSIFICATION	NO.	MINIMUM	2	3	MAXIMUM	INCREMENT
Adm for School Business Services	1	\$111,669	\$111,989	\$112,309	\$112,629	\$320
Administrator for Information Serv	1	\$108,929	\$110,161	\$111,394	\$112,627	\$1,233
Administrator for Support Services	1	\$77,001	\$79,718	\$82,435	\$85,152	\$2,717
Student Services Manager	1	\$81,262	\$82,480	\$83,699	\$84,918	\$1,219
Supervisor Maint. & Operations	1	\$69,165	\$70,209	\$71,253	\$72,297	\$1,044
Director Financial Services	1	\$65,050	\$67,327	\$69,604	\$71,880	\$2,277
Nurse Practitioner	2	\$65,232	\$66,345	\$67,457	\$68,569	\$1,112
Purchasing Agent	1	\$64,778	\$65,782	\$66,786	\$67,790	\$1,004
Personnel Mgr	1	\$61,392	\$62,436	\$63,480	\$64,524	\$1,044
Food Serv Adm	1	\$58,412	\$59,220	\$60,028	\$60,836	\$808
District Clerk	1	\$55,852	\$57,618	\$59,384	\$61,150	\$1,766
Assist. Director for Oper. & Maint.	1	\$57,502	\$58,364	\$59,227	\$60,089	\$863

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this 13th day of December, 2003.

City School District of the City of Niagara Falls, New York:



President, Board of Education



Superintendent of Schools



Chief Negotiator

Classified Administrators and Supervisors of the City School District of the City of Niagara Falls,
New York



President and Chief Negotiator

(Original signatures on file in the Human Resource Office.)

