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Union: **West Seneca Administrators Association**

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**COLLECTIVE
NEGOTIATIONS
AGREEMENT**

between

JAMES K. BROTZ
as Superintendent of the
WEST SENECA CENTRAL
SCHOOL DISTRICT

and the

THE WEST SENECA
ADMINISTRATORS' ASSOCIATION

July 1, 2003 - June 30, 2007

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PREAMBLE

The West Seneca Administrators' Association shares a common interest with the Board of Education of the West Seneca Central School District to provide the best possible education for the children of this District. It is the Association's purpose to fulfill this desire by entering into a collaborative and team relationship with the Board of Education.

ARTICLE 1: RECOGNITION AND UNIT DESCRIPTION

SECTION 1.1: RECOGNITION

The Board of Education of the West Seneca Central School District hereby extends, for the maximum period permitted by law, its previous recognition of the West Seneca Administrators' Association as the exclusive representative for purposes of collective negotiations concerning terms and conditions of employment and the settlement of grievances of the employees in the negotiating unit set forth in paragraph 1.2 of this Agreement.

SECTION 1.2: UNIT DESCRIPTION

The negotiating unit for which the Association is recognized as the negotiations/grievances representative includes the following professional positions:

Senior High School Principal

Middle School Principal

Elementary School Principal

High School Assistant Principal

Middle School Assistant Principal
Elementary School Assistant Principal
Director of Math & Science
Director of Language Arts, Readings,
Social Studies & Library Media
Centers
Director of Physical Education, Health,
& Athletics
Director of Special Education
Director of Staff Development
Director of Instructional Technology
Assistant Director of Special Education

All other positions are expressly excluded from the negotiating unit.

**ARTICLE 2:
DISTRICT/ASSOCIATION RELATIONSHIP**

**SECTION 2.1: ASSOCIATION AND
MANAGERIAL COOPERATION**

2.1.1 The District reserves and retains solely and exclusively all of its inherent rights to manage the District as such rights existed prior to the execution of this Agreement, together with whatever rights may be granted to the District by later developments of law.

2.1.2 The Board of Education will furnish a copy of the Agenda to the President of the Association at least one full day in advance of each Board meeting. The Board will furnish the President of the Association with a copy of the minutes within seven (7) days of the meeting at which the minutes are approved.

2.1.3 The Superintendent will meet no more than four times a year with a liaison committee of the Association within ten (10) days of receipt of a request for such a meeting. The request for a meeting must be accompanied by an agenda indicating specific items to be considered. Discussion at meetings will be restricted to specific items listed on the agenda.

2.1.4 The President of the Association shall be apprised of the proposed Erie County pupil calendar each school year and possible alterations of said calendar by the District. The Association shall transmit its recommendations relevant to the District calendar to the Superintendent.

2.1.5 **NO STRIKE**

The Association, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any member of the negotiating unit covered by this Agreement, and will undertake to discourage any such acts by any such negotiating unit member.

SECTION 2.2: NEGOTIATION OF SUCCESSOR AGREEMENTS

2.2.1 Negotiations for a successor to this Agreement shall begin by one party giving the other party notice that it desires to open negotiations for a successor to this Agreement. The notice shall be accompanied by a list of the notifying party's negotiation's team members. Such notice shall be given no earlier than March 1st of the final year of this Agreement, and shall

be given no later than May 1st of that year. The first negotiations meeting shall take place on a mutually agreeable date not later than the thirtieth (30th) calendar day after the date on which the notice is given. The time limits set forth in this paragraph 2.2.1 may be extended by written mutual agreement of the parties.

2.2.2 All proposals shall be in writing and in the form of proposed changes to this Agreement. All communications concerning the negotiations shall be conducted between the negotiations teams.

2.2.3 When a particular change has been tentatively agreed on by both negotiating teams, it shall be reduced to writing, dated and initialed by the chief spokespersons of the teams. However, all such agreements shall remain tentative until all proposals of both parties have been disposed of and all agreements have been ratified by the membership of the Association and by the Superintendent and approved by the Board of Education.

SECTION 2.3: DUES DEDUCTION

2.3.1 The Association shall admit to membership all persons in positions which are included in the negotiating unit described in Section 1.2 of this Agreement who request admission.

2.3.2 The Association shall notify the District Treasurer in writing of the amount of membership dues per pay period to be deducted from the pay of employees in the negotiating unit who have authorized such deductions. The notice shall be accompanied by a copy of a dues deduction authorization signed by each employee for whom dues are to

be deducted. Each such authorization shall be regarded as valid unless and until the District receives a written revocation by the employee who gave the authorization. Each such authorization and revocation delivered to the District Treasurer shall be honored beginning with the first payroll period which begins not later than two (2) weeks after it is received by the District Treasurer. If the Association changes the amount of dues to be deducted, the Association shall so notify the District Treasurer in writing and the change shall be honored beginning with the first payroll period which begins not later than two (2) weeks after the notice is received by the District Treasurer. The deductions so authorized shall be made in twenty (20) equal installments.

2.3.3 Deduction - The employer agrees to deduct from the salaries of members within the WSAA negotiating unit the amount equivalent to the dues levied by the Association and to transmit such monies promptly to the Association following the same procedure as applicable under the dues deduction provision of this Agreement.

2.3.4 Refund - the Association shall establish and maintain a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the Association in aid of activities or causes of political or ideological nature only incidentally related to terms and conditions of employment.

2.3.5 The Association shall defend and save the District harmless against any and all claims, suits or other forms of liability that shall or

may arise by reason of the Association's negligence with respect to paragraphs 2.3.1 through 2.3.4 of this Agreement.

SECTION 2.4: OTHER RELATIONSHIP MATTERS

- 2.4.1** On request by authorized representatives of the Association, which shall be reduced to writing if the District so requests, the District shall make available to the Association records which are considered public information and which are relevant to the handling of grievances and the negotiation of agreements. The Association also shall make such information available to the District.
- 2.4.2** Anything which this Agreement requires or permits the Superintendent to do may be done by a person designated by the Superintendent or the Board to act on behalf of the Superintendent.

**ARTICLE 3:
ADMINISTRATOR'S PERSONNEL FILE**

- 3.1.1** Each Administrator shall have rights in his personnel file as specified in this Article.
- 3.1.2** The right, upon request, to review the contents of the file exclusive of confidential references in the presence of the Superintendent or designee.
- 3.1.3** The right to have a representative of the Association present during such review.
- 3.1.4** The right to submit dated rebuttal material at any time for inclusion in the file.

- 3.1.5 The right to sign, for purpose of acknowledgement of presence in the file, any document contained therein.
- 3.1.6 The right to be given a copy of any material (other than routine personnel actions) to be included in the file in order to be afforded the rights set forth above.
- 3.1.7 The personnel file shall not be removed from the personnel office.

ARTICLE 4: VACATION

SECTION 4.1: EMPLOYMENT PERIOD

- 4.1.1 It is agreed that the period of employment for all unit members recognized in this Agreement is for a twelve (12) month period.

SECTION 4.2: POLICY

- 4.2.1 Twelve (12) month Administrators shall have fourteen (14) holidays as set forth in the District calendar.
- 4.2.2 During the first year of an Administrator's employment, vacation days will be credited at the rate of one (1) day for each month worked. Thereafter, on each July 1, Administrators will be credited with twenty-six (26) vacation days for their use without loss of pay or benefits. Vacation days shall be taken on days mutually agreeable to the Superintendent and the Administrator concerned. Vacation days will not normally be taken on days when teachers are in attendance; however, the Superintendent

may grant exceptions from that rule on an annual basis.

4.2.3 Vacation credits cannot be accrued from year to year. Notwithstanding the foregoing, if an Administrator has not used all of the Administrator's vacation by the end of the Administrator's work year and desires to save the balance for the next work year, the Administrator may apply to the Superintendent in writing for permission to carry up to ten (10) days of such unused vacation over to the next year. An Administrator also may elect to be paid for up to five (5) days unused vacation at the rate of $1/240^{\text{th}}$ of the Administrator's annual salary for each such day.

4.2.4 Vacations shall be scheduled with the Superintendent during the month of May. Vacations must be approved by the employee's immediate supervisor/administrator and by the Superintendent. When two (2) or more Administrators request the same vacation time, any necessary preference shall be given to the Administrator(s) with the longer length of service. If an Administrator leaves the active payroll either voluntarily or as a result of a reduction in force, the Administrator shall be paid for the unused vacation credits which the Administrator had earned that year at the time of the Administrator's termination.

**ARTICLE 5:
ALLOWABLE ABSENCES**

SECTION 5.1: PERSONAL ILLNESS

- 5.1.1** Each member of the unit shall be allowed fifteen (15) working days in each year of service on account of personal sickness or physical disability. Medical appointments related to personal (or family) sickness or physical disability shall be charged to sick leave. Each member shall be allowed to designate five (5) sick days per year as days of immediate family illness. Immediate family includes those individuals referred to in paragraph 5.5.1 of this Agreement. If an Administrator does not use the full amount of sick leave allowed in any year of service, the amount not used shall be accumulated from year to year to a maximum of two hundred seventy (270) days except as provided in paragraphs 5.1.4 and 5.1.5 of this Agreement as set forth below.
- 5.1.2** In addition to the foregoing, each member of the unit shall be allowed noncumulative additional or extended sick leave when such member has an extended home or hospital confinement to a maximum of twelve (12) days in the first year of service, twenty four (24) days in the second year of service, thirty six (36) days in the third year of service, forty eight (48) days in the fourth year of service, sixty (60) days in the fifth year of service and in any year of service thereafter.
- 5.1.3** Any such leave granted under this section shall, at the discretion of the Superintendent, require a physical examination by a school physician designated by the Superintendent at

District expense for verification of the confinement and inability to perform assigned duties. Such additional or extended sick leave shall be granted only where the following conditions exist:

1. The member is confined to home or hospital;
2. The member is on regular sick leave as provided in paragraph 5.1.1 above and has exhausted or is about to exhaust his accumulated regular sick leave;
3. The absence of the member due to personal sickness or physical disability is continuous and unbroken from the termination of regular sick leave and the commencement of the additional or extended sick leave.
4. The additional or extended sick leave is limited to one (1) continuous and unbroken absence due to personal sickness or physical disability in each contract year of service.
5. Upon a return to duty, no further additional or extended sick leave shall be granted during such contract year.

5.1.4 If a member returns to duty after using only a part of his or her additional or extended sick leave the balance or unused portion of such leave will permit an additional credit to regular sick leave for the current year of service in the following amounts as related to the use of the additional or extended sick leave.

If 1-10% is used, four (4) days

If 11-50% is used, three (3) days

If 51 -100% is used, two (2) days

Such additions to regular sick leave shall be for the current year of service only and shall be non-cumulative.

5.1.5 If a member, other than a member in the first year of service in the District, exhausts his/her accumulated regular sick leave as provided in paragraph 5.1.2 above as the result of a prolonged illness and returns to duty without using any additional or extended sick leave, the failure to use any portion of such leave will permit an additional credit of four (4) days to regular sick leave for the current year of service. Such addition to regular sick leave shall be for the current year of service only and shall be non-cumulative. "Prolonged illness" shall be deemed to mean a confinement to home or hospital for three (3) or more days.

5.1.6 If a member finds it necessary to travel away from his/her home or place of confinement while on sick leave, he/she shall be examined by a school physician prior to the anticipated travel in order to continue to be entitled to sick leave without loss of salary. If the school physician confirms the necessity of travel for specific medical reasons, sick leave without

loss of salary shall be continued as provided above. If the school physician fails to confirm the necessity of travel for specific medical reasons, no salary will be paid to the member from the date travel commences until the date of return to the performance of his/her assigned duties.

5.1.7 The member will be paid in the event of any injury suffered on school premises or in line of duty covered by Workers' Compensation, his/her regular pay and benefit to the extent of his/her unused sick leave. In such cases, all Workers, Compensation benefits shall be assigned to the District. Upon the return of the member to employment and the termination of payment of Workers' Compensation benefits, the unused sick leave at the time of injury will be reinstated.

5.1.8 Any unused personal days shall be credited to the member's sick leave at the end of each year. Such unused personal days may increase the maximum allowable accumulated sick leave to two hundred seventy (270) days.

SECTION 5.2: SICK BANK LEAVE

5.2.1 Membership: Any Administrator who has completed one (1) work year and one (1) work day of service to the District, may become a member of the sick leave bank.

5.2.2 Eligibility: When such a member's accumulated paid leave has been exhausted as a result of a personal, long-term (more than thirty consecutive work days) illness or injury, he or she may apply for days from the sick leave bank.

- 5.2.3** Review Committee: A Sick Bank Committee (composed of three (3) unit members and the Superintendent) shall be established to review and approve or disapprove requests for withdrawals from the Sick Leave Bank, keep records of membership, and maintain an appropriate level of days for use in the bank. All decisions, determined through a unanimous vote of the Committee, are final. In those instances where the Committee does not reach unanimity over a request, the individual has the right to appeal the decision using Step Three (3) of the grievance procedure. Those decisions, which will be rendered at this level by the Board of Education, will be final.
- 5.2.4** Contributions: The Sick Leave Bank will be totally self-funded by the membership. Each eligible Administrator may become part of the bank by initially donating ten (10) sick leave days from his/her accumulation. Thereafter, each member may maintain membership by donating additional day(s) whenever the Sick Bank Committee makes such a request.
- 5.2.5** Withdrawals: An Eligible member may request a withdrawal from the Sick Bank Committee. In the event a member is incapacitated and unable to request a withdrawal for himself, a member of the member's immediate family or other duly authorized person acceptable to the Committee, may prepare a sick leave request. Each withdrawal request must be accompanied by a statement signed by a physician, confirming the nature of the illness or disability and the anticipated duration of the absence. This shall not preclude the District from being able to exercise its rights under Section 913 of the Education Law. A member shall not receive

withdrawal of more than thirty (30) days at one time. Additional leave requests may be made by a member after the thirty (30) day grant, but they must be resubmitted to the Committee for review. No member may draw more than ninety (90) days during a calendar year. The committee has the right to disapprove a sick leave withdrawal request for appropriate reasons, including improper use of accumulated sick leave by a member. Such decisions will not be subject to the grievance procedure. An employee's membership in the Sick leave Bank shall terminate upon the employee's termination of employment, or a failure to contribute to the bank as required by the Sick Bank Committee. Any days contributed by the employee to this point shall remain the property of the Bank. Upon return to active duty from a leave hereunder, a member must repay the days withdrawn from the Bank. The repayment will be at the rate of six (6) sick leave days per school year until the loan is repaid.

SECTION 5.3: JURY DUTY

5.3.1 Absence is allowed for jury duty and court ordered testimony as a representative of the District. Notice for such must be submitted to the Director of Staff Personnel and said Administrator shall receive his/her regular salary and shall retain any court stipend paid for such duty. There shall be no payment for any expenses incurred by the Administrator during the term of such duty.

SECTION 5.4: PERSONAL LEAVE

- 5.4.1** Up to four (4) days of absence will be allowed each year to each member of the unit for personal leave after submitting such request to the Director of Staff Personnel. Personal leave is not to be used for:
1. recreation or vacation, or
 2. work at another job or in an activity intended to benefit the Administrator financially.
- 5.4.2** Two of the personal days will be granted solely on the need as determined by the administrator.
- 5.4.3** If schools are closed because of weather conditions, Administrators need not report to their buildings and will not be charged personal leave time. However, the Superintendent may request all or any members of the unit to report to work. Should a unit member be unable to so report by reason of weather conditions at the discretion of the unit member, the member will not be required to utilize any leave covered by this Agreement. If and when the Superintendent requests, and a unit member does report for work more than two days within the school year when schools are closed for weather, the unit member will be granted a personal leave day subject to the provisions of Section 5.4.

SECTION 5.5: BEREAVEMENT LEAVE

- 5.5.1** In addition to any other type of leave provided for in this contract, each member shall be granted leave with pay for a maximum of five (5) working days falling within the seven (7) calendar days following the death of a child, parent, parent-in-law, brother, sister, or any other relative permanently residing in the same household as the member.
- 5.5.2** Each member shall be granted leave with pay for maximum of three (3) working days falling within the seven (7) calendar days following the death of a grandchild, brother-in-law, sister-in-law, son-in-law, or daughter in-law.
- 5.5.3** Each member shall be granted leave with pay for two (2) days for attendance at the funeral service of any of the following relatives: grandparent, aunt, uncle, niece, nephew. Should the funeral require extensive travel or create unusual hardship for a member, additional time may be granted by the Superintendent.

SECTION 5.6: PARENTAL AND ADOPTION LEAVE

- 5.6.1** An Administrator shall exercise the right to parental or adoption leave by notifying the Superintendent in writing of the need therefore delivered to the Superintendent's office not later than the forty-fifth consecutive calendar day prior to the anticipated delivery date or anticipated date a child is to be placed in the member's home for adoption. Such notice may be waived when circumstances beyond the Administrator's control prevent the giving of timely notice. The notice shall specify the

anticipated beginning and ending dates of the leave. The ending date must be the day before the first school day of a semester.

- 5.6.2** If said leave period is to be changed thereafter, the member shall give the Superintendent at least sixty (60) days notice of such change and any such termination shall coincide with the end of the school semester. If the expected dates of delivery or placement, as the case may be, fall within either a six (6) week period after the commencement of a school year or a six (6) week period prior to the expiration of a school year, the start of the parental or adoption leave shall be by mutual agreement of the member and the Superintendent.
- 5.6.3** A member who returns to work within three (3) months after taking parental or adoption leave shall be returned to the same assignment location left at the start of the leave.
- 5.6.4** Parental and adoption leave shall be without benefits or salary and shall not be accruable for increment or tenure purposes, provided, however, that any member who works more than one-half of a school year shall receive a full year increment for the following year.
- 5.6.5** Nothing contained in this Article shall serve to deprive a member of any rights to use of accumulated sick leave as provided by applicable law.

SECTION 5.7: SABBATICAL LEAVE

- 5.7.1** Sabbatical leave shall be granted to Administrators in accordance with the provisions herein set forth.

5.7.2 To be eligible for sabbatical leave, a member must meet the following qualifications:

1. Permanent certification with at least a masters degree.
2. Have completed at least seven (7) years of consecutive years service in this District.
3. Purpose of leave to be advanced study towards completion of a doctoral program, post-doctorate studies or a formal course of study sponsored by a university, by the State Education Department, the United States Office of Education, or by a private foundation or the Board.
4. A leave may also be granted for any other purpose which, in the sole discretion of the Superintendent, would be a worthwhile purpose for the benefit of the District. This determination by the Superintendent shall not be subject to the grievance procedure.

5.7.3 A member shall apply for such leave as follows:

1. In writing to the Board through the Superintendent.
2. The request shall be submitted at least six (6) months prior to the beginning date of the leave.

3. Admission to graduate study program must be submitted before final approval of the application is given.

5.7.4 The following operational aspects of the administration of such leave shall apply:

1. A maximum of one (1) Administrator may be granted leave in one year.
2. Selection shall be based on those applications which show the greatest benefit to the school system and the individual.
3. Within sixty (30) days after an application is submitted, the applicant must be notified of approval or disapproval. If an application is not approved, the applicant will be notified in writing as to the reason for disapproval.
4. The applicant must agree to return to this school system for at least two (2) years upon termination of the leave. Monies paid while on leave shall be deemed to be a loan and must be repaid if the above condition is not met. Repayment will be determined as follows:
failure to return at the end of leave - full amount repaid. Failure to return for a second year - one-half (1/2) leave pay to be repaid.

5. Sabbatical leave will be granted for one (1) full school year at 75% of annual salary or for one half (1/2) school year at 75% of prorated annual salary.
6. Members on leave will accrue all the benefits of employment in the school system.

5.7.5 A screening and selection committee to review all applications will be constituted as follows:

1. Applicants will be screened and written recommendations made to the Board by a committee made up of two (2) Board members, the Superintendent, and three representatives to be selected by the Association.
2. Committee members will serve for one (1) year but may be re-appointed annually.

5.7.6 Notwithstanding the provisions of Civil Service Law Section 209-a(1)(e), this Section 5.7 will expire absolutely on June 30, 2007.

**ARTICLE 6:
HEALTH AND DENTAL INSURANCE**

**SECTION 6.1: “BENEFIT TRUST”
PROVISIONS**

- 6.1.1 Benefit Trust Agreement.** The West Seneca Administrators’ Association Benefit Trust, a Trust established under the laws of the State of New York pursuant to a written Trust Agreement (the “Trust Agreement”) hereafter dated July 17, 2001, with Trustees appointed solely by the Association, operated entirely by the Association, shall be responsible for providing health and dental insurance for members of the negotiating unit and its retirees, effective August 1, 2001.
- 6.1.2 No Responsibility.** Other than the payment of the contributions specified below in paragraphs 6.1.5, 6.1.6 and 6.1.7, the District shall have no responsibility for furnishing health, dental, or other insurance to members of or retirees from the negotiating unit.
- 6.1.3 Modifications.** The Trust Agreement, and any modifications or addenda thereto, will be submitted to the District solely for the purpose of ascertaining that the purposes and operation of the Benefit Fund comply with the requirements of the Collective Negotiations Agreement.
- 6.1.4 Annual Report.** The Benefit Trust Trustees shall furnish two (2) copies of their annual report of financial operations to the District solely for the purpose of satisfying the District’s need to know that that public monies contributed to the Fund have been expended solely for purposes consistent with this

Collective Negotiations Agreement. (For the same purpose, the Fund Trustees shall make the books of the Fund available for inspection by the Superintendent, or his/her designee, at a reasonable time and place agreed upon by both parties.)

6.1.5 District Contributions. The amount contributed by the District to the Benefit Trust for each member (not a retiree) shall be:

1. Effective July 1, 2003
\$425.00 per month
2. Effective July 1, 2004
\$470.00 per month
3. Effective July 1, 2005
\$500.00 per month
4. Effective July 1, 2006
\$525.00 per month

The spouse and dependents of a unit member who dies while in service will be eligible to receive contributions to the Benefit Trust on their behalf for a period of six (6) months following the member's death.

6.1.6 Expiration. Should the parties fail to reach agreement on a successor Collective Negotiations Agreement prior to the expiration of this Agreement, the District's contributions to the Benefit Trust shall continue at the contribution rate per administrator in effect on the last day of the expired Collective Negotiations Agreement until such time as a successor Agreement is reached.

6.1.7 District Contributions and Billing.

1. **Contributions.** District contributions to the Benefit Trust will be made on the fifteenth (15th) day of the month.
2. **Billing.** Billing information, including total number of covered members, covered retirees (by name and amount), and any changes (by name and amount), shall be furnished to the District by the 1st of the month when payment is due. Any member (including a newly appointed member) who is employed by the District on the 1st day of the month shall be included for billing purposes. Conversely, any member who resigns, retires, or takes an unpaid leave of absence on or before the 1st day of the month, shall not be included in the billing. When necessary, the credits and adjustments shall be made in the month following the addition or deletion of covered members.

6.1.8 Excessed Administrator Eligibility. An Administrator excessed as a result of reduction in force shall be eligible to buy into and continue in the Benefit Trust group health insurance at the expense of the excessed Administrator for a maximum period of eighteen (18) months; provided, however, that the District shall pay fifty (50%) percent of the cost for the first year only.

6.1.9 District Duties. It shall be the responsibility of the District to:

1. **Information.** Provide the Benefit Trust, in a timely manner, the names, addresses and phone numbers of all new employees who qualify for benefits under paragraph 6.1.1 above.
2. **Notification.** Notify the Benefit Trust of any COBRA qualifying events, of which it has knowledge, which may impact on insurance coverage.
3. **Forward Payroll** information in alpha (not numeric) order, if possible.
4. **Notification.** Notify the Benefit Trust, in a timely manner, when employees are entitled to insurance (as outlined in Section 6.1.5 above) begin unpaid leave, retire or are excessed.
5. **Disclaimer.** No action by the District pursuant to this Section shall constitute the operation or maintenance of a group health plan by the District so as to make it subject to the provisions of COBRA (42 U.S.C. §§ 300 bb-1, et seq).

**SECTION 6.2: SICK LEAVE
CONVERSION**

6.2.1 Accumulated sick leave will be converted to:

1. Cash for unit members who joined the TRS before 6/17/71;
or
2. A lump sum health insurance payment to the Benefit Trust for unit members who joined the TRS on or after 6/17/71.

6.2.2 Retiree must have credited ten (10) years of actual paid teaching and/or administrative service in the District exclusive of unpaid leaves. The retirement benefit will be based according to the following scale:

- 10 years - 25% of benefit
- 12 years - 50% of benefit
- 13 years - 75% of benefit
- 14 years - 100% of benefit

6.2.3 At least one hundred fifty (150) days advance notice, in writing, of the Administrator's election to retire shall be given to the Superintendent for the Administrator to qualify for this retirement benefit. Under extenuating circumstances, the Superintendent may waive this requirement.

6.2.4 The retirement benefit shall be determined by an employee's per diem rate converted into a cash payment for each unused sick day, up to a maximum of:

Effective Date:	Amount *
July 1, 2003	\$37,000
July 1, 2004	\$39,000
July 1, 2005	\$41,000
July 1, 2006	\$43,000

- Note: Administrators who notified the District that they wished to have the cash value of converted health insurance reduced by \$2,000 and included in the Administrator's base salary in accordance with Article 5, Section 5.1.2, paragraph B(3) of the 1999-2003 Collective Negotiations Agreement, will realize the said reduction in their converted health insurance benefit at the time of their retirement.

ARTICLE 7: ADMINISTRATOR PROTECTION

SECTION 7.1: ASSISTANCE IN ASSAULT CASES

- 7.1.1** The Board of Education shall provide for each member the administrative staff legal assistance as mandated by Section 3023 and Section 3028 of the Education Law of the State of New York.

SECTION 7.2: COMPENSATION FOR LOST TIME AND DESTRUCTION OF PERSONAL PROPERTY

7.2.1 If an administrator suffers loss or destruction of a prosthetic device, such as eye glasses, dentures, or has his/her clothing damaged or experiences malicious damage to personal property such as automobiles, briefcases, computer equipment while acting in the line of duty, the District will assume the responsibility of the cost of replacement or repair of such items, provided a police report was duly filed by the Administrator and such loss or damage is not due to the Administrator's negligence or otherwise covered by Workers' Compensation or personal insurance.

**ARTICLE 8:
GRIEVANCE PROCEDURE**

SECTION 8.1: GENERAL PROVISIONS

8.1.1 All members of the negotiation unit, as listed in Section 1.2 of this Agreement, or a group of such members who are affected by the same action of the District, may submit a grievance. Such a member or member group is referred to as "grievant" in this grievance procedure. All such members are entitled to be represented by, but not replaced by, a representative designated by the Association. To properly submit a grievance, the grievant must answer fully all the questions on the grievance form shown in Appendix A of this Agreement.

8.1.2 A grievant's immediate supervisor/administrator is the District official responsible for the area out of which the grievance arises. If the grievant is uncertain who that official is, the grievance may be submitted to the Superintendent who will refer the grievance to the proper official for the answer at Step One (1). If the responsible official is the Superintendent, the Superintendent's answer thereto shall be deemed to be an answer at Step Two (2). In both cases, if the grievance is submitted to the Superintendent within the time limit specified in paragraph 8.2.1 of this Agreement, it shall be deemed to have been timely submitted. It is the responsibility of the administrator/supervisor, commensurate with the authority delegated to the administrator/supervisor, to consider and answer the grievance within the prescribed time limits outlined in this Agreement.

8.1.3 The "work days" referred to this procedure's time limits mean the work days of whomever is to take the required action. Notwithstanding the foregoing, the computation of "work days" shall always exclude Saturdays, Sundays and all days on which school is closed. It is essential that the time limits set forth in this Article be strictly adhered to by the parties, employees and supervisor/administrators. However, the parties may jointly consent to extend any such time limit by a written memorandum dated and signed by representatives of each party involved at the particular step for which the time limit is waived.

- 8.1.4** Unless to do otherwise is necessary to effectively process a given grievance, grievance meetings shall be conducted before, during, or after the work schedule of the unit members involved.
- 8.1.5** A grievant shall perform all duties as instructed even though he or she is aggrieved; provided, however, that if the grievant reasonably perceives that to carry out the action about which he or she is grieving would present an unreasonable risk to the grievant's health or safety or to the health or safety of others, the grievant need not carry out the action until the health or safety situation is resolved.
- 8.1.6** If a grievance answer is not given on or before the last day of a time limit set forth in this Agreement, the grievance may be appealed to the next Step as though it was answered on such last day. If a grievance is not appealed on or before the last day of a time limit set forth in this Agreement, the grievance shall be deemed to have been settled by the answer not timely appealed from.
- 8.1.7** The purpose of grievance meeting is twofold. The first purpose is to bring out all the facts relevant to the grievance. The parties and all persons who have knowledge of such facts are obligated to bring them forth at such meetings. The second purpose is to explore possible settlements of the grievance.

SECTION 8.2: PROCEDURES

- 8.2.1** Level 1 - Within ten (10) work days of when the employee knew or should have known of the event giving rise to same, an Administrator alleging a grievance may approach the

Superintendent of Schools or his/her immediate supervisor and discuss the matter on his/her own behalf, and, hopefully, in this informal way, resolve the issue.

8.2.2 Level 2 - In the event Level 1 does not resolve the issue, the Administrator may file a written grievance within five (5) work days following his/her receipt of the Level 1 response. One copy of the grievance will be retained by the aggrieved Administrator, the representative of the Association and the Superintendent of Schools. Within (5) work days of receipt of written grievance, the Superintendent will meet with the Grievance Committee of the Association and the aggrieved Administrator. Within seven (7) work days following this meeting, the Superintendent shall render his/her decision in writing to the Grievance Committee of the Association.

8.2.3 Level 3 - Within ten (10) work days after receipt of answer in Level 2, the Grievance Committee, upon notice, may ask for the matter to be submitted to arbitration. The Superintendent and Association will mutually agree upon an arbitrator. If this cannot be done within five (5) work days, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall also govern arbitration hearings, except that the names of twenty (20) arbitrators shall be furnished. The fees and expenses of the arbitrator under this article shall be divided equally between the District and the Association.

- 8.2.4** Failure to appeal at any stage or level described above shall be deemed an acceptance of the decision rendered at that step.

**ARTICLE 9:
TEMPORARY APPOINTMENTS**

- 9.1.1** Any member temporarily appointed to or assigned to a position which is in a higher salary classification shall receive an additional \$300 per month for service rendered in the higher classification after an initial ten (10) day work period. The ten (10) day period will be waived if the anticipated absence is known in advance and is of more than ten (10) days duration.

**ARTICLE 10:
ADMINISTRATIVE VACANCIES AND
ABOLITION
OF ADMINISTRATIVE POSITIONS**

- 10.1.1** All administrative vacancies within the District shall be posted in the local District schools, and the initial vacancies specifically identified.
- 10.1.2** Only persons qualified by certification will be considered.
- 10.1.3** In the event of the abolition of any administrative position during the term of this Agreement, at least ninety (90) days advance written notice shall be given by the Superintendent to the Administrator whose position is being abolished. In the event of a

building closing which would result in the abolition of any administrative position, the affected administrator shall be given at least one hundred fifty (150) days notice.

- 10.1.4** In the event that the abolition of an administrative position would result in the excessing of a tenured Administrator having the least seniority in the tenure area of the position abolished, and if the individual so identified shall have tenure in any additional administrative tenure area, he/she shall be transferred to such other tenure area in which he/she has greatest seniority and shall be retained in such area if there is an Administrator having less seniority than he/she in such other tenure area. The Administrator having the least seniority in such other tenure area shall be excessed and the same procedure shall be followed. Tenure and seniority, as used herein, shall refer only to tenure and seniority within the District.

ARTICLE 11: TRANSFERS

- 11.1.1** Any member of the Association who is involuntarily transferred to a position of lesser administrative responsibility shall be entitled to the same salary the member received in his/her former position and the Board will continue the member on that salary level until the salary schedule for the new position entitles the member to an upward adjustment in salary. Under no circumstances shall such person suffer a decrease in salary.

- 11.1.2** Prior to the posting of a vacancy for appointment or promotion, unit members within the tenure area of the vacancy will be confidentially notified to determine their interest in a lateral transfer.

**ARTICLE 12:
PROFESSIONAL DEVELOPMENT
AND TRAVEL REIMBURSEMENT**

SECTION 12.1: PROFESSIONAL DEVELOPMENT

- 12.1.1** A Joint Professional Development Committee, with equal membership, will be created upon mutual agreement of the parties to develop and oversee an Annual Performance Review Process (“APPR”) for Administrators and the administration of the Professional Development Fund, referenced in 12.1.2.
- 12.1.2** Effective July 1, 2003, or upon the completion of the foregoing Committee’s work to establish criteria and procedures for the distribution of funds and the APPR process, whichever later occurs, the District shall allocate \$1,500 per unit member annually for a Professional Development Fund. Expenditures from this Fund will be limited to travel, lodging, meals, registration fees and/or tuition associated with professional development, and made at the discretion of the District upon criteria developed by the Committee.
- 12.1.3** Professional development monies not distributed in a given school year shall be set aside and “rolled over” into the next succeeding year for the purposes described above.

12.1.4 Professional development monies shall be allocated in July of each school year based upon the number of unit members at that time. In October, additional monies shall be allocated for the purposes of this Article based upon any membership increases or decreases since July. The October allocation shall be the final allocation for that school year.

**SECTION 12.2: TRAVEL
REIMBURSEMENT**

12.2.1 Unit members required to use their own automobiles on official business shall be reimbursed at the prevailing IRS rate.

12.2.2 Attendance at approved conferences by District Administrators covered by this contract shall be with reimbursement for approved expenses of up to \$500 for conferences within the State and up to \$700 for conferences outside the State.

12.2.3 District Administrators who are classified as “directors or coordinators” will receive reimbursement for approved travel with the District at current mileage cost allowances, which shall not be less than the rate paid to members of the Teachers Negotiating Unit or the Civil Service Negotiating Unit under current contracts.

**ARTICLE 13:
LEGISLATIVE APPROVAL**

13.1.1 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 14:
SALARY**

SECTION 14.1: BASE SALARIES

14.1.1 The following individuals shall be paid at the rates for the school years indicated:

Position	2003-04 Total	2004-05 Total	2005-06 Total	2006-07 Total
<u>Elementary Principals:</u>				
Angrisano	84,904	87,281	89,463	92,538
Badger	88,166	90,635	92,901	95,976
Graham	83,269	85,600	87,740	90,815
Staebell	84,904	87,281	89,463	92,538
Staszak	84,904	87,281	89,463	92,538
Borchert	99,184	101,962	104,511	107,586
Cleveland	98,163	100,912	103,434	106,509
<u>Assistant Principals:</u>				
D'Amato	78,852	81,060	83,086	86,161
Spitzer	73,466	74,936	76,434	79,509
LaPaglia	87,4183	89,866	92,112	95,187
Peters	96,588	98,088	98,838	99,088
Scott	97,008	98,508	99,258	99,508
<u>Secondary Principals:</u>				
Goshin	110,545	113,640	116,481	119,556
Klubek	84,600	86,969	89,143	92,218
MacSwan		97,750	100,194	103,269
Wisher	103,838	106,745	109,414	112,489
Witman	93,467	96,084	98,486	101,561
<u>Directors:</u>				
Beehler	78,142	80,414	84,424	85,499
Cirrincone	93,244	97,791	100,236	103,311
Slade	84,624	88,962	91,186	94,261
Todorof	95,054	97,791	100,236	103,311
Kovacs	81,404	83,683	85,775	88,850
Briedenstein	84,904	87,281	89,463	92,538
Stoekert	74,965	77,064	78,991	82,066

14.1.2 Effective July 1, 2003, each administrator shall be eligible to receive an annual renewal option (“ARO”) of four hundred ninety five dollars (\$495.00) by having satisfactorily completed between June 1 and May 31, a minimum of fifteen (15) clock hours of inservice training in a District-sponsored (including a West Seneca Teacher Center course) inservice course, attendance at a conference or a college course for which the administrator is eligible as specified in the District announcement. A non-District sponsored inservice course may be approved upon written application to the Superintendent. These approved inservice hours will qualify for the annual renewal option. An Administrator will be allowed a total of three (3) fifteen (15) clock hour blocks per year (i.e. a maximum of One Thousand Four Hundred and Eighty Five Dollars (\$1485.00). The annual renewal amount (i.e., \$495.00 for the first 15 hour block and \$99.00 for each block of three (3) hours not to exceed 45 hours or \$1485.00 in one calendar year) shall be added to the administrator’s salary and paid out only in the school year immediately following the one in which the hours are completed. Only courses taken beyond the normal workday may be used to qualify for the annual renewal option. The District shall, within reason, pay registration fees (not mileage, extra meals, etc.) associated with inservice (not graduate or under-graduate) courses and workshops offered by non-district agencies or organizations.

14.1.3 Longevity. The District will provide a longevity increase of \$795, which will be added to an Administrator's base salary, during each of the following years of an Administrator's service in the field of education: 16 years of service, 21 years of service, 26 years of service, 31 years of service.

SECTION 14.2: STARTING BASE SALARY

14.2.1 Starting salaries for new administrators shall be no less than the following during the years indicated:

Position	2003-2004	2004-2005	2005-2006	2006-2007
High School Principal	88,639	90,412	92,220	95,295
Middle School Principal	83,049	84,710	86,404	89,479
Elementary Principal	79,855	81,452	83,081	86,156
Director	76,661	78,194	79,758	82,833
Assistant High School Principal	75,862	77,379	78,927	82,002
Assistant Middle School Principal; Assistant Elementary School Principal; Assistant Director	73,466	74,936	76,434	79,509

14.2.2 Upon promotion, an Administrator's salary shall be established by the District with the understanding that the Administrator so promoted will realize no less than a \$2,000 increase over the Administrator's base salary.

For the purpose of this provision, the line of promotion in ascending order shall be:

1. Assistant Middle/Assistant Elementary/Assistant Director
2. Assistant High School Principal
3. Director
4. Elementary Principal
5. Middle School Principal
6. High School Principal

ARTICLE 15: DURATION OF AGREEMENT

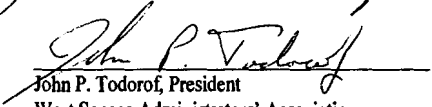
15.1.1 This Agreement shall take effect on the date of execution shown below, except that as to a particular Provision which has a different effective date, such different date shall be controlling. This Agreement shall continue in effect through June 30, 2007.

SUBSCRIPTION

IN WITNESS WHEREOF the parties and their respective representatives have executed this Agreement the

26th day of April, 2004.


James K. Brotz, Superintendent of Schools
West Seneca Central School District


John P. Todorof, President
West Seneca Administrators' Association

4/29/04

APPENDIX A
GRIEVANCE FORM

Name of Aggrieved Party

Position

Area Where Major Assignment is served

Time and Date of Alleged Violation(s)

Article & Section of Agreement Being Grieved:
(Use back of form if necessary)

Statement of Facts, including Parties and/or Conditions
Responsible for alleged Violations:
(Attach additional sheets if necessary)

Redress Sought: _____

Grievant's Signature: _____

Date: ____ / ____ / ____

District Official

Receiving Grievance: _____

Date: ____ / ____ / ____

Copies to: _____ Party Responsible for
 the Alleged Grievance
 _____ Association President
 _____ Immediate Supervisor

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