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AD19622

AGREEMENT
Between the
SUPERINTENDENT
of the
ALEXANDER CENTRAL SCHOOL District
and the
SAANYS/ALEXANDER ADMINISTRATORS ASSOCIATION
Effective July 1, 2004 through June 30, 2007

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE 1 PREAMBLE

In accordance with the provisions of the Public Employee's Fair Employment Act; this Agreement is made and entered into by and between the Superintendent of the Alexander Central School District (hereinafter referred to as the "District"), the agent authorized by law to enter into a collective bargaining agreement with employees on behalf of the school district; hereinafter referred to as the "Superintendent" and the SAANYS/Alexander Administration (hereinafter referred to as the "Association").

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 2 RECOGNITION

The District recognizes the Association as being the exclusive negotiating representative for all administrators employed by the District, in the following positions: Elementary Principal; Secondary Principal; Assistant Principal Middle School; Assistant Principal High School; excluding all other employees of the District. Employees covered by this Agreement shall herein be referred to as "unit members". Positions newly created performing the same or similar duties as unit positions will be included in the bargaining unit.

ARTICLE 3 MANAGEMENT RIGHTS

The parties agree that the administration of the Alexander Central School District and the direction of the working forces are solely and exclusively the function and prerogative of the District and its Superintendent. All the rights, functions, and prerogatives of the administration and the exercise thereof which are not expressly modified by one or more specific provisions of this Agreement are reversed and retained exclusively by and to the District and are not subject to arbitration or negotiation during the terms of this Agreement.

The Association recognizes that all matters pertaining to the policies that affect the management and operation of the school system are the basic responsibility of the District pursuant to the Education laws of the State of New York except as these policies are modified by the terms of this Agreement.

ARTICLE 4 NO STRIKE PLEDGE

The Association hereby affirms that it does not assert the right to strike against the School District, to cause, instigate, encourage, or condone any strike or to impose an obligation on its membership to do the same.

ARTICLE 5 PAY PERIODS AND PAYROLL DEDUCTIONS

1. Pay Periods and Dates

A. All full-time unit members covered hereunder shall be paid in full bi-weekly.

B. The District shall distribute a copy of the scheduled paydays each year to each unit member during the first week of school in September.

C. Unit members may elect to have direct deposit of their paychecks to their bank upon submission of a signed authorization by the unit member to the payroll office no later than the first Friday after Labor Day. Upon submission of a signed authorization by the unit member to the payroll office, deductions may be made from the unit member's paycheck for any mutually acceptable agency. Such signed authorization may be discontinued at the end of its term upon written notice by the unit member to the District.

2. Check Availability

Paychecks shall be issued between the hours of 12 noon and 3 p.m.

3. Credit Union Deductions

A. The District shall deduct from the salaries of its unit members an amount individually and voluntarily authorized and transmit said amount to the Education Employees Federal Credit Union.

B. Amounts deducted in accordance with the terms of this paragraph shall be transmitted to the Credit Union on each pay date.

C. The District shall be held save-harmless against any and all claims, demands, suits and other forms of liability that might arise out of or by reason of any actions taken or not taken with respect to deduction or monies made pursuant to provisions of this section.

4. Tax-sheltered Annuities

A. The District agrees to make payroll deductions for tax-sheltered annuities provided that the Business Office in notified in writing of the amount to be deducted. Changes and additions to an annuity plan will be accommodated if notification is made by the first Monday after Labor Day for deductions to begin with the second payroll and made in twenty (20) equal installments and by February 1st for deductions effective with the twelfth payroll for ten (10) pay periods. All deductions must be in even dollar amounts. A unit member may withdraw from the plan at any time provided proper notification is received by the Business Office and contractor of the plan.

B. The parties agree that the District shall be saved harmless for mistakes made by the disbursing agent. This is agreed to on the basis that one (1) company will act as disbursing agent in order that the District's workload is not increased.

5. Dues Deduction

A. The District hereby agrees to deduct dues for the Association from the salaries of the unit members covered by this Agreement who voluntarily execute a dues deduction authorization form. A unit member's Dues Deduction Authorization shall be honored by the District until it has been revoked or amended pursuant to the terms and conditions of the authorization and by written notice received by the District. The District will deduct an Agency Fee from the salaries of those members of the bargaining unit who are not members of the Association, in an amount equivalent to the dues levied by the Association. All such dues and fees collected shall be promptly transmitted by the District to the Association.

B. The Association shall notify the Business Administrator the current rate of membership dues in writing.

C. If the rate of membership dues changes, the Association shall give the Business Administrator thirty (30) days written notice prior to the effective date of such change.

D. Amounts thus deducted shall be transmitted to the Association no later than two (2) weeks following the end of the pay period in which the deduction was made.

E. The Association agrees to indemnify and save the Board and the Superintendent harmless against any and all claims, demands, suits, or other forms of liability that might arise out of or by reason of any action taken or not taken in respect to deduction of dues made pursuant to provisions of this section.

ARTICLE 6 WORK YEAR

A. The work year shall be for a period of twelve (12) months (July 1 through June 30).

B. Assistant Principals are eleven (11) month employees, the work year is from September 1 through June 30, plus twenty-one (21) work days during the months of July and August, which are scheduled by mutual agreement with the Building Principal.

Vacation and Holidays for Assistant Principals are the same as the teachers except for administrative meetings and/or budget or curriculum work scheduled by mutual agreement with the Superintendent.

ARTICLE 7 WAGES

A. Effective July 1, 2004 unit members will receive a 3.75% increase on base salary.

B. Effective July 1, 2005 all unit members will receive a 3.75% increase on base salary.

C. Effective July 1, 2006 all unit members will receive a 3.75% increase on base salary.

ARTICLE 8 CAREER INCREMENT

Any unit member who has completed fifteen (15) years of service in the District and is fifty-three (53) years of age or older may elect during any one (1) year thereafter, and for one (1) year only, to receive a career increment in an amount equal to ten percent (10%) of his/her salary for the year in which the election of the career increment takes place.

Election of a career increment shall be submitted in writing to the Superintendent prior to the first of February in the year preceding the payment of the career increment.

If the unit member remains employed in the District following the year when the increment is paid, his/her calculated salary shall be reduced by twenty percent (20%) for the first year of employment after having received the career increment and ten percent (10%) for each year thereafter that he/she remains employed.

When a unit member finds it necessary to resign as a result of illness or disability, the career increment may be paid in the year of election since said member will not be employed the following year.

ARTICLE 9 RETIREMENT

Upon retirement from the District, at age 55 or older, having at least twenty (20) years as an employee in the District, a unit member's accumulated leave up to one hundred seventy-five (175) days, shall be converted at the rate of \$50.00 per day for retirement, for the purpose of paying retiree health insurance premiums for the group plan provided by the District for unit members. Such coverage shall be family or single, whichever is appropriate.

ARTICLE 10 FRINGE BENEFIT FUND

Each Administrator will have an amount not to exceed fifteen hundred dollars (\$1,500) per year effective 7/01/02 to be used for, but shall not be limited to the

following: Unreimbursed medical expenses, Article 18 expenses, additional life insurance, disability insurance, optical expenses or a tax-sheltered annuity.

ARTICLE 11 TUITION REIMBURSEMENT AND PROFESSIONAL DUES

A. Unit members will be eligible to receive full reimbursement for tuition, to a maximum of the SUNY Buffalo tuition, for approved courses of study directly related to the unit member's employment by the District. Such courses must be approved in advance by the Superintendent and the unit member must complete the course with a passing grade in order to qualify. Reimbursement will be to a maximum for unit members twelve (12) semester hours each school year. The unit member must return to regular employment with the District and remain employed for one school year after the semester in which the course(s) is completed or pay the District back that tuition. The Superintendent may waive this upon request.

B. The District will pay Professional Association Dues, not to exceed \$500 per year for each Administrator.

ARTICLE 12 HEALTH INSURANCE

A. Effective July 1, 2004 the District will pay 95% of the premium cost for family and single health insurance coverage for all administrative employees equal to or better than the coverage provided other employees.

Effective July 1, 2005 the District will pay 90% of the premium cost for family and single health insurance coverage for all administrative employees, equal to or better than the coverage provided other employees.

B. The Board of Education will select the carrier and approve changes in coverage with consultation of the covered employees in accordance with Provisions A above.

C. Retired employees will be permitted to remain in the District health Plan providing that the retired individual pays the full cost.

D. If health insurance benefits are available through family plan coverage available to a spouse or other family member, the employee may waive District coverage upon representation of proof of other coverage. If these benefits are waived, the employee will receive an annual salary bonus of \$1,000 for waived medical benefits and \$200 for waived dental benefits.

E. Administrators are eligible for the Flex Benefit Plan.

ARTICLE 13 PAID HOLIDAYS

Thirteen (13) per year as set forth in the school calendar.

ARTICLE 14 ANNUAL VACATION

Twelve-month unit members shall receive twenty (20) paid vacation days annually, exclusive of legal holidays. After ten (10) years of service as administrator, one additional vacation day will be added for each year of service completed beyond the original ten (10) years to a maximum of five (5) additional days. Vacation days must be approved by the Superintendent and shall be taken within the twelve (12) months. There are no carry-overs, provided that the Superintendent may approve the carry-over of 5 vacation days to the next year if requested based on the need of the unit member to fulfill job requirements.

ARTICLE 15 LEAVE PROVISIONS

Twelve-month unit members shall be entitled to fourteen (14) sick-leave days each school year and eleven-month unit members shall be entitled to twelve (12) sick-leave days each school year. Unused sick-leave days shall be accumulated from year to year with a maximum not to exceed two hundred (200) days. Personal leave shall be three (3) days per year with written notification of date of use to be submitted to the Superintendent. Such leave is not to be used to extend a vacation or holiday except in an emergency. Unused personal leave shall accumulate as sick leave. Up to five (5) days may be used for bereavement within the immediate family. Such an occurrence will not be deducted from either sick or personal leave.

ARTICLE 16 SICK LEAVE BANK

The Board of Education will provide fifty (50) sick days for unit members who have not accumulated that many days. If a unit member uses all of his/her sick leave, he/she may borrow from the Administrator Sick Leave Bank upon application to the Superintendent's Office. Administrators may voluntarily contribute a maximum of ten (10) days each to the sick bank.

ARTICLE 17 ABSENCE UNDER WORKER'S COMPENSATION

1. When a unit member is absent from work because of illness or injury covered by Worker's Compensation Insurance carried by the Board:

- A. Such absence shall not be deducted from sick leave.
- B. The unit member shall receive full pay from the District for the first forty (40) working days and compensation earned by unit members for such absence shall be paid by the insured directly to the District and the insurance company shall be directed at the time of filing claim. However, the amount paid to the District shall in no case exceed the amount paid by the District to the unit member.
- C. The unit member shall receive no pay from the District for "lost time" beyond the forty (40) days and compensation earned for this period shall

be paid by the insured directly to the unit member. The insurance company shall be so directed at the time of filing the claim.

2. When a unit member is absent from work because he has been requested by the District, the insurer, the COMPENSATION BOARD, or their agents to report for hearings or examinations necessary because of illness or injury to him covered by Worker's Compensation Insurance carried by the Board, full pay shall be paid by the Board.

ARTICLE 18 PHYSICAL EXAMINATIONS

A. Each unit member is required to file with the District Clerk a completed physical examination form by September 15 of the first year of employment. New unit members employed after September 1, shall be required to have a physical exam within thirty days (30) after initial appointment.

B. The unit member will have the physical by his own doctor and the District will reimburse the member for cost in excess of insurance coverage upon receipt of the results of such examination and the receipted doctor's bill. Such reimbursement will be from the Fringe Benefit Fund in Article 9.

ARTICLE 19 EMERGENCY CLOSING DAYS

Unit members are expected to work on Emergency Closing Days. If the unit member is unable to report to work because of weather conditions notification must be made to the Superintendent and the Administrator will be paid for the day without use of the employee's annual paid leave.

ARTICLE 20 CONFERENCE AND TRAVEL

Unit members shall receive reimbursement for workshop and conference travel and other approved expenses. The reimbursement rate for mileage is at the IRS rate as of July 1 of each school year. Conference or workshop attendance must be approved by the Superintendent.

ARTICLE 21 EVALUATION

The Superintendent shall evaluate all unit members in writing, once a year. This evaluation will be completed by June 30.

ARTICLE 22 GRIEVANCE PROCEDURE

The following two (2) step grievance procedure shall be available to unit members for the purpose of resolving concerns which arise out of the interpretation and administration of the collective bargaining agreement. It is the intent of this procedure to provide for the orderly settlement of alleged grievances in an equitable manner at the lowest possible administrative level.

A. DEFINITIONS

1. Grievance is a claim by a unit member that there has been a violation, a misinterpretation, or misapplication of any specific provision of this Agreement.
2. The grievant shall mean any unit member or group of unit members alleging a grievance.

B. TIME LIMITS

1. Each written grievance shall include the name and position of the grievant, the specific Article and Section of this Agreement involved in the grievance, the time and place where the alleged event(s) or condition(s) constituting the grievance occurred, the identity of the party allegedly responsible for causing the existence of the said event(s) or condition(s) if known, and statement of the nature of the grievance and redress sought by the grievant. The written grievance shall be signed by the grievant.
2. Grievances must be taken up at Step 1 of the following procedures within twenty (20) days following the date that any unit member knew or should have known of the act(s) or condition(s) on which the grievance is based. Time limits at any step of the procedure may be extended by mutual consent between the Association and the District. Should the time limits at any step be exceeded by the District, the grievance may be processed to the next high step of the procedure, but the grievant must proceed to such next step within the time which would have been allotted had the decision been communicated on the final day. Should the grievant not meet the time limits of the procedure, the grievance will be considered as resolved at the last response and further appeal shall be barred.
3. All time limits in the procedure refer to the scheduled work days.

C. PROCEDURE

1. Step 1 – Superintendent

The grievant shall first discuss the alleged grievance with the Superintendent. The Superintendent will respond orally within five (5) days. If the grievant is not satisfied with the response at Step 1, s/he may, within five (5) days of receipt of the response, submit the grievance in writing to the Superintendent. The Superintendent will respond in writing within five (5) days.

2. Step 2 – Board of Education

If the grievant is not satisfied with the decision at Step 2, an appeal may be filed in writing to the Board of Education within ten (10) days from receipt of the decision at Step 2. The official grievance record maintained by the Superintendent shall be available for use by the Board of Education. At the next regularly scheduled meeting following timely receipt of an appeal, the Board of Education shall meet to hear the grievance in executive session. By no later than the next regularly scheduled meeting following the conclusion of the meeting, the Board of Education shall render a final and binding decision on the grievance, which decision shall be reduced to writing. Such decision shall be promptly transmitted to the grievant and the Superintendent.

ARTICLE 23 MISCELLANEOUS

A. At any time this Agreement requires the Superintendent to communicate with the Association, contacting the chairperson of the Association in writing shall satisfy said requirements.

B. The parties agree to share available and non-confidential information, statistics and records upon reasonable request which may be necessary to make intelligent decisions relevant to negotiations or necessary for the proper enforcement of terms of this Agreement.

C. The Superintendent shall make available, without charge to the Association, facilities for meetings of the Association's Executive Council, for general meetings of the Association, and for Committee meetings of the Associations. These meetings must be scheduled so as to not interfere with the regularly scheduled educational programs of the District.

ARTICLE 24 COMPLETE AGREEMENT

This agreement constitutes the entire agreement between the District and the Association. During its life, neither party will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in it or with respect to any subject or matter not specifically covered in it. In reaching this agreement, the District and the Association have considered all matters lawfully subject to collective negotiations. This agreement may be amended or supplemented only by further written agreement between the parties. A party desiring amendment or supplement will notify the other party, in writing, stating the substance of the amendment or supplement desired, but the other party will not be obligated to discuss or agree to such proposed amendment or supplement. All terms and conditions of employment not covered by this agreement, shall continue to be subject to the District's direction and control and shall not be the subject of negotiations until the commencement of negotiations for a successor to this agreement.

ARTICLE 25 SAVINGS CLAUSE

If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications will continue.

ARTICLE 26 DURATION AND CHANGES

The provisions of this Agreement shall be effective as of July 1, 2004 except as otherwise provided herein, and shall continue in full force and effect through and including June 30, 2007, except as otherwise specifically indicated in the various clauses of this Agreement. Unless written notice is given by March 1, 2004 but not before February 1, 2007, by either party requesting change or termination of this Agreement, then it shall continue in effect from year to year until such notice is given before March 1, but not before February 1 of any subsequent year.

This Agreement shall constitute the full and complete Agreement between the parties and may be changed only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

Date: 8-30-04

Dick L. Young

Dick L. Young, Superintendent
Alexander Central School District

Date: 8-30-04

Kathleen Maerten

Kathleen Maerten, President
SAANYS/Alexander Administration Association

