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Grand Island Central School District
And Admin & Supervisory Council

AGREEMENT BETWEEN

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

MAY 30 1997

EXECUTIVE DIRECTOR

GRAND ISLAND CENTRAL SCHOOL DISTRICT
GRAND ISLAND, NEW YORK

AND

ADMINISTRATIVE AND SUPERVISORY COUNCIL
GRAND ISLAND CENTRAL SCHOOL DISTRICT

JULY 1, 1993 - JUNE 30, 1998

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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

PREAMBLE

WHEREAS, this Agreement has been negotiated in compliance with the Public Employees. Fair Employment Act, Article 14, of the Civil Service Law of the State of New York: and

WHEREAS, the act grants to public employees the right of organization and representation and the right to negotiate with their public employers in the determination of their terms and conditions of employment, and the administration of grievances arising thereunder; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. CONCERNING THIS AGREEMENT

1.0.1. As used in this Agreement:

(1) "District" means the Grand Island Central School District.

(2) "Board" means the Board of Education of the District.

(3) "Superintendent" means the person appointed by the Board, on a regular or acting basis, to the position of Superintendent of Schools of the District.

(4) "Administrative Negotiating Unit" means all administrative and supervisory personnel employed by the District, excluding the Superintendent, Assistant to the Superintendent for Finance/Personnel, Assistant Superintendent for Curriculum and Instruction, Department Heads and Program Coordinators.

(5) "Administrator" means an employee included in the Administrative Negotiations Unit.

(6) "Council" means the Administrative and Supervisory Council of the Grand Island Central School District.

(7) "Party" means the District or the Association.

(8) "Parties" means the District and the Association

1.0.2 This Agreement shall constitute the full and complete commitment between both parties and may be altered,changed, added to,deleted from, or modified only through the voluntary mutual consent of the parties in a written signed amendment to this Agreement.

1.0.3 It is the intent of the parties that a term or condition of employment expressed in a provision of this Agreement shall prevail unless there is an applicable constitution or statute which explicitly and definitely prohibits agreement on such a provision.

1.0.4 This Agreement becomes effective on July 1, 1993 and shall continue in effect until June 30, 1998.

1.0.5 The terms and conditions of employment existing in the District and contained in this Agreement shall be maintained for the duration of the Agreement, unless modified by mutual agreement between the District and the Council.

1.0.6 This Agreement shall supersede policies, rules and regulations of the Board to the extent that they are, or become contrary to, or inconsistent with, its terms.

ARTICLE II. DISTRICT-COUNCIL RELATIONS

2.0.1 The Board recognizes the Council as the exclusive representative organization for the Administrative bargaining unit.

2.0.2 Negotiations leading to a subsequent Agreement may be initiated by either party by giving notice not later than February 1st to the other party that it desires to negotiate a successor to this Agreement. Upon such notice, both parties shall prepare for an exchange of proposals not later than March lOth, unless both parties mutually agree to another date.

2.0.3 Each administrator shall receive a copy of the agenda and minutes for each Board meeting.

2.0.4 A copy of all non-privileged communications sent or given to the Board of Education by the Superintendent will be sent to a representative of the Administrative and Supervisory Council

ARTICLE III. LEAVES OF ABSENCE

Section 3.1 General Rules

3.1.1 Except as expressly authorized by the Board or by the Superintendent, leaves of absence shall be limited to those specified in this Agreement.

3.1.2 All leave of absence requests and/or notices shall be submitted on the appropriate form included in Appendix C-1 or C-2 and in accordance with directions thereon.

Section 3.2 Personal Leave

3.2.1 Each administrator shall be entitled to one personal leave day for each full three months scheduled to work in any given fiscal year. Personal leave days not taken during any school year shall accumulate as sick leave tothe maximum permitted by Paragraph 3.3.2 of this Agreement.

3.2.2 Requests for personal leave shall normally be submitted in writing to the immediate supervisor twenty-four hours in advance stating the date for said leave. Such requests shall be approved by the Superintendent, except in exceptional circumstances.

3.2.3 No personal leave may be taken immediately before or after a holiday except in an emergency. Exception to this must be a written request and approved by the Superintendent of Schools.

Section 3.3 Sick Leave

3.3.1 All administrators of the District shall be allowed sick leave with full pay as set forth in this Section 3.3.

3.3.2 During each year of employment, administrators will be credited with one and one-half (1 ½) days of sick leave for each full month scheduled. Such days will be credited on the first day of the work year. The total unused portion of the annual sick leave allowance shall accumulate without limit, effective July 1, 1985 for administrators hired prior to July 1, 1990. For administrators hired after July 1, 1990, the maximum sick leave accumulation shall not exceed 200 days.

3.3.3 Sick leave may be used for personal illness or illness in the immediate family. The utilization of sick leave for illness in the immediate family is authorized up to five (5) days in any given school year. Immediate family shall include: parent, child, grandparent, spouse, spouses parent or any relative permanently residing in the administrator's personal household. In extraordinary circumstances, the Superintendent may authorize use of additional sick leave for illness in the immediate family.

3.3.4 A statement of accumulated sick leave shall be given to each administrator within sixty (60) days following the start of each school year.

3.3.5: A sick leave bank shall be established to aid administrators who suffer prolonged illness (i.e., an illness or injury which, for an uninterrupted period of not less than forty [40] calendar days, prevents the administrator from working). Not later than August 1 in each fiscal year, the association shall present to the district written authorizations from members of the bargaining unit which direct the district to deduct from their accumulated sick leave days up to five (5) and credit same to the bank. Each administrator who has submitted such a voluntary authorization shall be entitled to use up to, but not more than fifty percent (50%) of the total days from the bank. In order to utilize any of the days, each of the following requirements must be met:

A. The administrator is suffering from a prolonged illness or injury as defined above.

B. All other sick leave days available have been exhausted, whether current or accumulated.

Section 3.3 Sick Leave - Continued

C. A certificate, stating the nature of the administrator's illness or injury and that it prevents him from working, has been received from the administrator's attending physician by both the association and the district.

D. Either the district or the association may require additional physical/mental examinations from any individual utilizing days from the sick leave bank.

E. Each administrator shall be permitted to donate up to five (5) additional days to the bank on June 1 of each fiscal year.

F. The district shall initially contribute thirty (30) days to the sick leave bank during the 1994-95 fiscal year.

G. Procedures to administer the sick leave bank shall be jointly developed by the association and the district as necessary.

H. The association shall be responsible for administering the sick leave bank and shall hold the district harmless from any actions taken with respect to same.

3.3.8.1: the maximum number of days which shall accumulate in the sick leave bank shall not exceed two hundred (200) days.

3.3.8.2: Upon utilizing the sick leave bank, the administrator shall immediately apply for available disability benefits. Upon the award of benefits, utilization of the sick leave bank shall cease. Upon the payment of any disability benefits, the administrator shall reimburse the sick leave bank in the event there is any back pay award.

Section 3.4 Jury Duty

3.4.1 Absence due to jury duty shall not be deducted from sick leave allowance or personal leave allowance. Full pay will be made during the duration of the leave. Any compensation received will be assigned to the school district.

Section 3. 5 Leave Without Pay

3.5.1 A leave of absence without pay for a period not to exceed one (1) year may be granted by the Board of Education. An extension of one (1) year may be granted by the Board of Education upon request.

3.5.2 Administrators shall not accrue seniority, increments or other benefits for the period of such leave.

Section 3.6 Worker's Compensation

3.6.1: Members of the administrative bargaining unit shall be covered by workers' compensation benefits pursuant to the education law.

3.6.2: When an administrator receives compensation pursuant to this article, he shall be entitled to receive his full sick leave benefits, if any, during the initial waiting period prior to the commencement of the compensation payments. Such time shall be deducted from any accumulated sick leave.

3.6.3: For a period not to exceed two (2) calendar years, in the event an administrator is absent as a result of Injuries suffered while in the scope and course of his employment with the district, the administrator shall be entitled to his regular salary while on compensation leave. Such time shall not be deducted from any accumulated sick leave.

3.6.4: In the event the administrator is still Incapacitated after the expiration of the second year, the Administrator's sole remedy shall be Worker Compensation Benefits.

3.6.5: All compensation reports shall be filed by the administrator as soon as practicable after the occurrence of a compensable event.

3.6.6: Nothing herein shall prevent the district from requiring additional physical/mental examination as the District may deem necessary during any period of compensation leave.

3.6.7: Any compensation benefits received while the administrator is being paid his regular salary shall be assigned to the district.

3.6.8: The administrator shall be responsible for any fees or other costs, including attorney's fees, which shall be paid to any representative of the administrator. Such amount shall not be deducted from any amount which might otherwise be received by the district.

3.6.9: Unless the administrator has the prior written approval of the district, in the event the administrator engages in any other form of similar work or employment while on a medical leave, disability leave or worker compensation leave from the district, the administrator shall be subject to immediate discharge. Such permission from the district shall not be unreasonably withheld.

3.6.10: Such compensation plan shall only be applicable for those individuals filing compensation claims after the signing of this agreement.

Section 3.7 Maternity/Paternity

3.7.1 1) A leave-of-absence without pay for maternity or paternity shall be granted for a period not to exceed twelve (12) months. One extension, not to exceed one year may be approved by the Board, provided the employee requests such extension and continues to reside in the area.

2) Leave will be granted so as to terminate upon the beginning of a normal school year or new semester

3) If the employee desires to return prior to the expiration of the leave, she/he may do so at the beginning of a normal school year or semester. Notice of intent to return must be filed with the Superintendent by May 1 for return in September and by November 15 for return in January.

4) Upon return from such leave, the employee will be given employment in her/his tenure area in the most closely related equivalent position available

5) An administrator may not use sick leave for purposes of caring for a newborn child. Sick leave is available only as already provided in this contract. An Administrator desiring maternity/paternity leave shall apply therefore under number 1) of this article.

Section 3.8 Military Leave

3.8.1 The Board of Education shall grant military leave to members of the professional staff under the terms of Section 243 of the Military Law of New York in the event that they are ordered to report for induction into the Armed Forces or to report for active duty as a member of a reserve component of the Armed Forces. An employee ordered to military duty as a member of an organized militia or reserve group is entitled to a leave without pay for the duration of ordered military duty.

Section 3. 9 Sabbatical and Other Leaves

3.9.1 Fully certified professional employees who have completed five (5) consecutive years of service in the district, and for every seven (7) years thereafter, shall be eligible for sabbatical leave to prepare for improved service in the schools of this district. Leaves shall be granted for (1) study, (2) research, or (3) a combination of the first two. No more than one (1) leave shall be granted each year.

3.9.2 In granting leaves, first consideration will be given to those sabbatical leave plans which involve the greatest self-improvement and greatest benefit to the school system. Effective July 1, 1990, and for the duration of this contract, candidates obligate themselves to return to the service of the school district for a period of one year subsequent to the expiration of the leave of absence, or refund all money paid them, unless otherwise determined by the Board of Education. The Board of Education shall have the sole responsibility of waiving this clause without prejudice or past precedent. No employee on sabbatical leave shall engage in study or training for a profession other than that related to the field of education; nor shall such an employee engage in remunerative employment without the written consent of theBoard of Education. The candidate will express his/her willingness to report in writing, his progress at such times as the Board of Education may request.

3.9.3 Sabbatical leaves may be granted for the period of one (1) or one-half (1 ½) school years as may be mutually agreed upon in advance. Such leaves shall start at the beginning of the term for which they are granted and the employee shall not be eligible to return until the expiration of the leave, unless otherwise ordered by the Board of Education. Leaves which may cease to serve the purpose for which they are granted, may be terminated by the Board of Education, and sabbatical payments may be discontinued. The employee shall return to an administrative assignment made by the Superintendent.

3.9.4 Re-numeration - Any employee on such sabbatical leave shall receive three-quarters (3/4) of regular salary for the term of the sabbatical. It shall be payable on the same dates as active administrators are paid. All benefits enjoyed by administrators in service shall be continued for administrators on a sabbatical leave. (i.e., hospitalization,etc.)

Section 3.9 Sabbatical and Other Leaves - Continued

3.9.5 Rights and Privileges - After his/her return, an administrator shall be entitled to such advancement in status on the schedule as any graduate work completed may entitle him/her. He/she shall have a right to continue in an equivalent position as he/she would have had, had he/she not taken leave. His/her rights under the New York State Teacher Retirement System shall not be impaired by any action of the Board as a result of such leave.

3.9.6 Applications - Applications must be made in writing to the Superintendent by February 15th, preceding the school year in which leaves are desired. Such applications shall state

1) Purpose for which leave is sought
2) Plans for achieving them
3) Manner in which the schools of the District shall benefit
4) If for study, the college named and the courses enumerated

3.9.7 Bereavement Leave - Up to four (4) days leave, with pay, shall be provided administrators in the event of death of a member of the administrator's immediate family or death of a member of the immediate family of the administrator's spouse. Immediate family is defined as: spouse, child, parent, grandparent, spouse's parent, or any relative permanently residing in the Administrator's personal household.

3.9.8 Professional Conferences - Administrators may attend appropriate professional meetings at the local, state and national levels at the expense of the District, when funds are available. Administrators shall file an itemized account of expenses with the Business Office. Attendance at such meetings shall be subject to the approval of the Superintendent. A report of the conference will be given to the Superintendent at the conclusion of the conference.

ARTICLE IV. ASSIGNMENT MATTERS

Section 4.1 Responsibilities

4.1.1 Administrators shall participate in the process of recruiting and selecting teachers, classified and administrative personnel subordinate to their positions.

4.1.2 When the school district is closed because of impassable roads, administrators shall not be required to report to work.

4.1.3 Each administrator represented by this bargaining unit shall attend all regularly scheduled Board of Education meetings at the request of the Superintendent of Schools.

4.2.1 As of July 1, 1985, there shall be two different work years for administrators:

(1) Twelve (12) month year - This work year will vary from 227 to 222 workdays exclusive of accrued vacation and holiday allowance as provided for in the Agreement.

(2) Eleven (11) month year - This work year will be comprised of the 186 day teacher calendar plus twenty (20) days as scheduled by the District during the summer recess for a total of a 206 day work year.

4.2.2: All administrative positions hired before 10/1/95 are twelve-month. They are:

Principals
Assistant principals
Director of health, physical education & athletics
Director pupil personnel services
Superintendent of buildings & grounds
Supervisor for transportation

The District may increase the work year of other administrators if it requires of them work considered to be beyond the normal duties of their original position.

ARTICLE V. PERSONNEL MATTERS

Section 5.1 Filling Positions

5.1.1 When a vacancy occurs in an administrative position, the District will take immediate steps to fill the position on a permanent basis unless the Board decides to abolish the position. If it is projected that the position cannot be filled within sixty (60) calendar days of becoming vacant, the District will seek to fill the position on a temporary basis by the thirtieth (3Oth) day.

5.1.2: The duties for summer school principal will be divided between the high school administration. The stipend for this assignment shall be $3,000, divided equally commencing summer of 1994.

Section 5.2 Evaluation

5.2.1 Administrators shall have their work performance evaluated at least once annually by the immediate supervisor (as specified on the Board-adopted organizational chart).

5.2.2 Prior to filing an administrator's performance evaluation in his/her personnel file, the administrator shall have the opportunity to meet, discuss and sign the evaluation with the immediate supervisor. Such signature does not necessarily indicate agreement with the contents thereof.

Section 5.3 Resignations and Dismissals

5.3.1 Administrators desiring to terminate their employment with the District shall notify the Superintendent, in writing, at least thirty (60) days prior to the effective date.

5.3.2 Probationary administrators shall be dismissed in accordance with Sections 3019 and 3031 of Education Law or successor legislation.

5.3.3 Tenured administrators shall be dismissed in accordance with Section 3020a of Education Law or successor legislation.

Section 5.4 Reduction in Force

5.4.1 When the District desires to abolish an administrative position, the District shall notify the affected administrator, in writing, at least sixty (60) days in advance of the effective date of position abolition When an administrator chooses to leave the District will so notify the District sixty (60) days in advance of the effective day.

No abolishment of an administrative position will occur after July 1st in a school year, unless a vacancy exists.

Section 5.5 Personnel File

5.5.1 The District shall maintain one personnel folder for each administrator.

5.5.2 Recommendations received at the time of appointment shall not be placed in an administrator's personnel folder.

5.5.3 Administrators have the right to review, in the presence of the Superintendent or his designee, and make copies of the non-confidential contents of their personnel file. Evaluations or materials which might be considered derogatory to an administrator shall not be placed in an administrators file, unless the administrator has had an opportunity to review them. The administrator may also submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

ARTICLE VI. COMPENSATION

Section 6.1 HOLIDAYS

6.1.1 There will be fourteen (14) paid HOLIDAYS in each fiscal year for twelve month administrators. The District will consult with the Council in developing the annual holiday schedule and distribute copies of same to each administrator.

Section 6.2 Vacations

6.2.1 As of July 1st annually, twelve month administrators will be credited with vacation time as follows: during the first five (5) years of service in the administrative position, administrators will accrue vacation at the rate of one and two-thirds (1 2/3) days per full month worked for a total allowable vacation of twenty (20) days per full twelve (12) month fiscal year. After completing the fifth full year of service, administrators will accrue vacation at the rate of two and one-twelfth (2 1/12) days per full month worked for a total allowable vacation of twenty-five (25) days per full twelve (12) month fiscal year. Any administrator who has his work year reduced from twelve months shall be allowed to place in reserve any vacation time accrued in the preceding fiscal year until such time as the administrator returns to twelve month service, retires or resigns.

6.2.2 Any vacation credited and not taken during a given fiscal year may accrue to a maximum of twenty-five (25) days. Administrators must use any accrued time during the course of the school year immediately following the year time was accrued.

6.2.3 Administrators terminating their employment with the District after August 1st of any given year shall be credited with vacation time earned between July 1st and termination date. Such vacation time may be taken prior to the termination date or may be compensated by payroll check.

6.2.4 For any administrator who retires and or resigns, the total number of days to be reimbursed for unused vacation time shall not exceed thirty (30) days.

The remainder of unused vacation days will be added to the unused sick days and addressed in article 6.4.6.

Section 6.3 Health Insurance

6.3.1 The District will make available to each administrator who so desires coverage and pay ninety-five percent (95%) of the cost of the Blue Shield premium or general equivalent for the following health insurance program:

(I) Blue Shield Hospital Services Plan 57, Medical Surgical Services Plan 8 with riders #3 (additional visits in a hospital), #8 (dependent child coverage to age 23), #21 (psychiatric care), and major medical expense rider with *1,000,000 limit and $50 deductible and $3.00 co-payment prescription drug plan without contraceptives;

(ii) Blue Shield Hospital Services Plan 58, Medical Surgical Services Plan 83 with riders #3 (additional visits in a hospital), #8 (dependent child coverage to age 23), #21 (psychiatric care), and major medical expense rider with $1,000,000 limit and $50 deductible and $1.00 co-payment prescription drug plan without contraceptives.

6.3.2 This District will pay one hundred percent (lOO%) of a vision care plan (First Rehabilitation Insurance Company of America) or a substantially equivalent plan as jointly determined by the District and the Council.

6.3.3 The District will make available to and pay one hundred percent (100/.) of the cost of the Group Health Incorporated Spectrum Plus Plan dental program single or family plan as the case may be, to each administrator who desires it.

6.3.4 Administrators who retire and administrators on leaves of absence without pay may, at their own expense, continue their membership in any of the above health insurance programs for the duration of their retirement or leave provided that 100% of the premium payment due is forwarded to the District in advance of each quarter (Nov. 1st, Feb. 1st, May 1st and Aug. 1st).

6.3.5 Administrators may elect to join one of the District's health insurance plans at any time during their employment without any imposed waiting period. However, administrators may switch health insurance plans only upon notice prior to October 1st annually. Such change shall become effective November 1st. Any administrator who is not enrolled in any of the above referenced health insurance programs for the period from July 1st to June 3Oth, in any given year, shall receive a stipend of $500 Single/$1000 Family in their first check in June.

Section 6.4 Salaries

6.4.0 Retirement incentive - effective July 1, 1995.

6.4.1 This local retirement incentive is provided to Those individuals who shall be at least fifty-five (55) years Of age; have twenty (20) years of service in the system; and who retire between July 1, 1995, and August 1, 1996, from the District.

6.4.2 This retirement incentive is based upon the Number of sick leave days accumulated as of June 30th in the year of eligibility.

6.4.3 For the purpose of computation accumulated Sick leave is exchanged 1 for 1 (dollar for dollar) to figure A total sick leave exchange. This is done by taking the Administrator's daily pay (1/227th) rate and multiplying the number of accumulated sick leave days.

6.4.4 Individuals who have sixty thousand dollars ($60,000) or more of accumulated sick leave and who choose to Retire pursuant to section 6.4.1, shall be provided with Either single or family coverage health insurance, vision Care and dental insurance. The health insurance, vision and Dental package shall be the same as that which is provided to the active members of the bargaining unit. The district Shall contribute up to four thousand eight hundred dollars ($4,800) annually toward the premium costs for such coverage which shall cease upon the death of the retiree.

6.4.5 It is understood that the health insurance may be switched to a medicare supplementary policy when the retiree (or spouse in the case of family coverage) turns age Sixty-five (65). The supplement policy, in combination with Medicare, shall be the equivalent to the district provided Health insurance plan.

6.4.6 Individuals who have in excess of sixty Thousand dollars ($60,000) in accumulated sick leave shall Receive a one-time cash payment equaling 1/7th of the sum Above sixty-thousand dollars ($60,000). This payment shall be made within thirty (30) days of the effective date of retirement.

Section 6.4 Salaries - Continued

6.4.7 Individuals who have less than sixty thousand Dollars ($60,000) in accumulated sick leave and who choose to retire pursuant to 6.4.1 shall receive a pro rata payment toward the insurance plans (family or single) as outlined Within the article. (i.e., $54,000 in accumulated sick leave equals 90% of health insurance, vision and dental premiums paid). The district's contribution to premiums shall not exceed four thousand eight hundred dollars ($4,800) annually.

6.4.8 All individuals who elect to retire pursuant to 6.4.1 shall receive a fifteen thousand dollar ($15,000) decreasing term life insurance policy. The death benefit of fifteen thousand dollars ($15,000) shall decrease by one thousand dollars ($1,000) for each full year the individual is retired. Death benefits end after the retiree has been retired for fifteen (15) years. In the event of the retiree's death before completing fifteen (15) years of retirement, the death benefit shall be paid to the retiree's Beneficiary or estate pursuant to the guidelines of the particular insurance policy.

6.4.9 Administrators who elect to take this Retirement incentive and who retire as per number 1, above, take this incentive in lieu of and waive all rights to any and all severance and/or retirement benefits currently enumerated in the GIASC-District contract, or any successor provision.

6.4.10 Any administrator intending to retire under the terms of this retirement incentive shall notify theSuperintendent in writing no later than May 1, 1996.

6.4.11 Administrators who are promoted from within the Unit shall receive at least a $1,000 raise.

Section 6.4 Salaries - Continued

6.4.12 Severance Benefit - Any administrator who resigns with (10) years experience in the district or retires as of July 1st or February 1st, and who submits a letter of resignation/retirement to the Superintendent by April 1st or November 1st in advance of said resignation date, shall be eligible for a severance benefit. This severance benefit shall also be paid to the designated beneficiary or the estate of any adminstrator who dies while still employed by the District.

This benefit shall be calculated by:

a) adding accumulated sick leave and remaining days of annual sick leave allowance as of June 30th:

b) dividing "a" by 12 and rounding the product down to the nearest whole number and multiplying times one percent (0.01).

C) multiplying the administrator's annual salary for that year by "the product of "b" above.

6.4.13 When an adminsitrator is assigned the responsibilities of a higher level administrator for a period exceeding thirty (30) days (excluding vacation time), he/she shall, from the thirty-first day on, be placed on the classification level of the administrator absent, providing him/her with a higher per annum salary for the period which he/she occupies that position.

6.4.14 All twelve and eleven-month administrators will receive their annual salary in twenty-six (26) equal installments paid every two weeks from July 1st through June 30th.

6.4.15 The District will continue to make payroll deductions for health insurance, dental insurance, credit union, United Way, teacher retirement loans, tax sheltered annuities, U.S. Savings Bonds, Council dues and/or agency fee. A payroll deduction may begin in any payroll period if the request therefore is submitted at least three weeks prior to the beginning of the payroll period. The Council will make the request for the agency fee deduction when applicable.

Section 6.5 Salary Schedule

6.5.0 Salary Schedule for 1997-98 to be negotiated only.

CLASS 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
95-96	47234	48424	49614	49874	51043	52212	53380	54552	56188	57874	59610	61399	63240	65137	67092
96-97	48627	49853	51078	51345	52549	53752	54955	56161	57846	59581	61369	63210	65106	67058	69071
CLASS 11															
95-96	62265	64186	66106	67949	69946	70553	72439	74324	76208	78095	78520	80364	82216	84066	85920
96-97	64102	66079	68056	69954	72009	72634	74576	76517	78456	80399	80836	82735	84641	86546	88455
CLASS 111															
95-96	65084	67016	68946	70856	72776	73322	75218	77104	78988	80872	81242	83093	84943	86794	88617
96-97	67004	68993	70980	72946	74923	75485	77437	79379	81318	83258	83639	85543	87449	89354	91262
CLASS IV															
95-96	56604	58222	59840	61457	63074	63510	65098	66686	68275	69862	70140	71699	73259	74817	76373
96-97	58274	59940	61605	63270	64935	65384	67018	68653	70289	71923	72209	73814	75420	77024	78627
Class I: Supervisors															
Class II: District Office															
Class III: Principals															
Class IV: Asst. Principals															

ARTICLE VII. GRIEVANCE PROCEDURE

Section 7.1 General Matters

7.1.1 The District and the Administrative and Council have established the following grievance procedure as a means by which the parties and the administrators can resolve grievances without resorting to more costly and time-consuming proceedings before administrative agencies and/or the courts.

Both parties hereby declare their intent to resolve grievances as quickly as practicable in accordance with this procedure and free from coercion, restraint,discrimination and reprisal.

7.1.2 As used in this ARTICLE VII:

(1) "Grievance" means a claim by an administrator that this Agreement has been violated, misinterpreted, misapplied or inequitably applied.

(2) "Grievant" means the administrator or group of administrators who are aggrieved and who submit the grievance or means the Administrative and Supervisory Council when it submits a grievance pursuant to Paragraph 7.1.4 of this Agreement.

(3) "Supervisor" means the administrator responsible for the area in which the grievance arises, normally the Building Principal. If the administrator to whom the grievance is submitted is not the administrator responsible for the area in which the grievance arises, he/she shall return the grievance to the grievant with instructions as to whom it shall be submitted.

(4) "Day" means a day when Administrators are required to be in attendance. During the summer recess, day may mean any calendar day except a Saturday, Sunday or legal holiday upon mutual agreement of the parties provided that neither party shall unreasonably withhold its agreement.

(5) "Representative" means an administrator designated by the Council to represent the grievant and shall also mean, at Stage 2 and Stage 3, a person from an organization with which the Council is affiliated who has been so designated by the Council.

(6) "Grievance Committee" means the committee created and constituted by the Council.

7.1 General Matters - Continued

(7) "Grievance Chairman" means the Administrator so designated by written notice from the Council President to the Superintendent.

7.1.3 A written grievance must be submitted on the form shown in Appendix A. The District shall maintain its grievance files separate and apart from administrators personnel files, but this shall not preclude an entry in an administrator's personnel file which shows a personnel action taken to effectuate the final resolution of a grievance.

7.1.4 A grievance which involves a majority of the administrators in the District may be submitted on their behalf by the Council directly at Stage 2. A grievance which involves a majority of the administrators in a particular building may be submitted on their behalf by the Council at Stage 1. In each case, such a grievance must be submitted not later than the twentieth day after the day of the occurrence of the incident out of which the grievance arose and the signature of the Grievance Chairman will be substituted on the grievance for the signatures of the actual grievant.

7.1.5 All responsible effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

7.1.6 Upon written request by a party given with reasonable advance notice to the other party, the "other party" will furnish to the "requesting party" a copy of any document in the "other party's" possession which is relevant to a grievance which has been submitted at Stage 1-B or a higher stage; but this does not apply to pre-employment confidential material in an administrator's personnel file or to a communication between a party and its attorney or a person acting in lieu of its attorney.

7.1.7. Nothing in this Article VII shall be construed to limit the right of an administrator to discuss any matter with any administrator and to have that matter informally adjusted without resort to the Grievance procedure provided the adjustment is consistent with the terms of this Agreement. Any such adjustment shall be binding on the administrator and on the District with respect to that particular administrator and matter, but shall not be binding on the District with respect to any other administrator or matter; nor shall it be binding on the Council but the Council may not make the same matter and administrator the subject of a grievance submitted pursuant to Paragraph 7.1.4.

Section 7.1 General Matters - Continued

7.1.8. The time limits set forth in the Article VII are essential and shall be strictly adhered to by the administrators and the parties; provided, however, that any such limit may be extended by mutual consent of the parties in a dated writing signed by duly authorized representatives of the parties. Consent to such an extension shall not be withheld unreasonably by either party.

7.1.9. If a grievance is not appealed within the required time limit, the appeal shall be barred and the grievance shall be deemed satisfied by the last answer given whether or not such satisfaction has been given in writing. If an answer is not given within the required time limit, it may be appealed to the next stage as though it had been answered on the final day permitted by the required time limit.

Section 7.2 Stage 1 - Supervisor

7.2.1 Stage 1-A: As soon as practicable after the occurrence of the incident out of which the grievance arises, the grievant (andhis/her representative if requested by the grievant) shall discuss the grievance with the Supervisor. The grievant shall begin the discussion by stating explicitly that he/she has a grievance. The Supervisor shall answer orally the grievance not later than the second day after the day of the discussion.

7.2.2 Stage 1-B: If the grievant is not satisfied with the Supervisor's oral answer at Stage 1-A, he/she shall submit the grievance to the Supervisor on the form shown in Appendix not later than the tenth day after the day on which the grievant received the Supervisor's oral Stage 1-A answer and, in any case, not later than the twentieth day after the day of the occurrence of the incident out of which the grievance arises. Thereafter, but not later than the fifth day after the day on which the Supervisor received the written grievance, he/she shall answer the grievance in writing and deliver it to the grievant or the Grievance Chairman as the case may be. If the grievant is satisfied with the Supervisor's answer, the grievant shall so indicate in writing delivered to the office of the Superintendent not later than the second day after the day on which he/she receives the Supervisor's answer.

Section 7.3 Stage 2 - Superintendent

7.3.1 If the grievant is not satisfied with the Supervisor's answer at Stage 1-B, the grievant will so indicate in writing delivered to the Grievance Chairman not later than the second day after the day on which he receives the Supervisor's answer.

Section 7.3 Stage 2 - Superintendent - Continued

7.3.2 If the Grievance Committee is satisfied with the Supervisor's answer at Stage 1-B, the Grievance Chairman shall so indicate in writing delivered to the office of the Superintendent not later than the tenth day after the day on which it received the grievance from the grievant.

7.3.5 If the Grievance Committee is not satisfied with the Supervisor's answer at Stage 1-B, the Grievance Chairman shall so indicate in writing delivered to the office of the Superintendent not later than the tenth day after the day on which it received the grievance from the grievant.

7.3.4 Not later than the tenth day after the day on which the office of the Superintendent receives written notice from the Grievance Chairman that the Grievance Committee is not satisfied with the Supervisor's answer at stage 1-B, the Superintendent shall hold a Stage 2 meeting to discuss the grievance with the grievant his/her representative. The grievant and the Superintendent may each invite other persons who have knowledge of the incident out of which the grievance arises to be present at the meeting.

7.3.5 Not later than the tenth day after the last day on which the Stage 2 meeting was held and at which it was completed, the Superintendent shall answer the grievance in writing delivered to the Grievance Chairman. If the Grievance Committee is satisfied with the Superintendent's answer, the Grievance Chairman shall so indicate in writing delivered to the office of the Superintendent not later than the tenth day after the day on which the Grievance Chairman received the Superintendent's answer.

Section 7.4 Stage 3 - Arbitration

7.4.1 If the Grievance Committee and the grievant are not satisfied with the Superintendent's Stage 2 answer, the Grievance Chairman, not later than the tenth day after the day on which he received the Superintendent's answer, shall:

(i) write a letter to the American Arbitration Association ("AAA") setting forth the information required by Paragraph 7.4.2 of this Agreement; and

(ii) deliver a copy of the letter to the AAA to the office of the Superintendent.

Section 7.4 Stage 3 - Arbitration: - Continued

7.4.2 The letter to the AAA shall:

(i) identify the grievance being appealed to arbitration by specifying the name of the grievant and the date the written grievance was submitted, both as shown on the grievance form; and

(ii) request the AAA to send to the District (in care of the office of the Superintendent) and to the Association a list of twenty names of arbitrators.

No more than one grievance at a time may be submitted to the same arbitrator unless the parties consent to the submission of multiple grievances in a dated writing signed by their authorized representatives.

7.4.3 Not later than the tenth day after the day on which a party receives its copy of the list of arbitrators, it shall return the list to the AAA with all names unacceptable to it crossed off and the remaining names numbered in order of the party's preference. The AAA shall then appoint the arbitrator most preferred by the parties. If the AAA finds that no mutual choice has been made from the list, it shall submit a second list of twenty names and the foregoing procedure shall be repeated. If the AAA finds that no mutual choice has been made from the second list, the AAA shall appoint another arbitrator of its own choosing.

7.4.4 The arbitration shall be held in accordance with theVoluntary Labor Arbitration Rules of the AAA as amended and in effect on the execution date of this Agreement to the extent such Rules are consistent with the Agreement.

7.4.5 The decision of the arbitrator shall be final and binding on the administrators and the parties. The arbitrator shall have no power to add to, subtract from or otherwise modify any provision of this Agreement.

7.4.6 If a grievance is appealed to arbitration pursuant to this Section 7.4, such appeal shall constitute a waiver by the grievant and the Council of any and all rights which he and it may have to appeal or petition the subject matter of the grievance to the Commissioner of Education pursuant to Section 310 of the Education Law of the successor thereof. Any such appeal or petition to the Commissioner of Education shall be barred unless it is made not later than the tenth day after the day on which the Grievance Chairman received the Superintendent's answer.

ARTICLE VIII. MANAGEMENT RIGHTS

8.1 Except as otherwise limited by the express provisions of this agreement, the district reserves the right to unilaterally determine the standards of service to be offered by it; to set the standards of selection for employment; to direct and assign its employees; to take disciplinary action; to relieve its employees from duty because of lack of work or for other specific legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which its operations are to be conducted; to determine the content of job classification; to initially allocate positions to pay grades; to take all necessary actions to carry out its mission in emergencies and at other times; and to exercise the complete control and direction over its organization and the facilities, methods, means and technology of performing its work.

SUBSCRIPTION

Marian M. Koppmann 10/24/96

MARIAN KOPPMANN DATE
PRESIDENT, ADMINISTRATIVE
AND SUPERVISORY COUNCIL

Paul D. Fields 11/4/96

DR. PAUL D. FIELDS DATE
SUPERINTENDENT, GRAND ISLAND
CENTRAL SCHOOL DISTRICT

Jeri Schopp 11/4/96

JERI SCHOPP, PRESIDENT DATE
G.I. BOARD OF EDUCATION

GRIEVANCE FORM

INSTRUCTION: Submit the original completed form to your Supervisor. Send one copy each to the Grievance Chairman and to the Office of the Superintendent.

(1) Grievant's Name: _____
Grievant's Position: _____
Grievant's Building: _____

If there is more than one grievant, attach an additional sheet giving the same information for each grievant.

(2) I discussed this grievance with my Supervisor (name) _____ on (date) _____. My Supervisor gave me his/her oral answer on . I am not satisfied with my Supervisor's oral answer, so I am submitting this written grievance on (date)

(3) The incident out of which this grievance arises is briefly described as follows:

_____
_____
_____
_____

This incident took place on

_____

(4) The above described incident allegedly violates the following provision(s) of the Agreement: _____

(5) I request the District to resolve this matter by taking the following action:

_____
_____
_____
_____

_____
Grievant's Signature

If there is more than one grievant, each should sign on the attached sheet. If this grievance is submitted by the Council pursuant to paragraph 7.1.4, the Grievance Chairman's signature will be substituted for the signature of the actual grievant.

HOLIDAY SCHEDULE 1996-96

Pursuant to Article 6.1.1, the signatures below indicate that the District has consulted with the Administrative and Supervisory Council in establishing the following listed paid HOLIDAYS for the 1996-97 school year:

Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas
New Years Day
Martin Luther King Day
Patriots' Day
Good Friday
Easter Monday
Memorial Day

APPENDIX C-1

LEAVE OF ABSENCE NOTIFICATION

I hereby make notice that I (will be, was) absent for _____ day(s).

List leave dates:_____

Type of Leave (check one)

_____ Personal (Regular)
_____ Personal (Emergency)
_____ Bereavement
_____ Jury Duty
_____ Religious Holiday
_____ Military
_____ Other:
(Specify)_____

_____

Date filed Signature

_____

Position

_____

Supervisor's Signature Building where employed

1. Employees submit one copy to immediate supervisor for transmission to the Personnel Office.

2. In the case of emergency personal leave, this form should be completed upon employees return to work.

3. In the case of jury duty or military leave, a copy of formal notification of said assignment should be attached to this form when submitted.

4. Notice of regular personal leave should be submitted at the earliest possible time, but no later than the day prior to the actual leave day.

5. Submission of this form, in accordance with the above items, will assure proper payment for your leave of absence.

APPENDIX C-2

LEAVE OF ABSENCE REQUEST

I hereby request a leave of absence from work on the following dates:

_____

The purpose of this proposed absence is :

_____

_____

Type of Leave to be taken:

_____ Personal (pre/post holiday)

_____ Professional meetings/conference attendance

_____ Leave without pay

_____ Political leave

_____ Child care leave

_____ Vacation

_____ Other (specify) _____

_____ _____

Employee's signature Date filed

Supervisor's Recommendation (as appropriate) _____ Approve

_____ Deny

_____ _____

Supervisor Date

Approval _____

Superintendent of Schools Date

Directions

1. Employee submit two (2) copies to immediate supervisor for transmission to Superintendent's office.

2. In the case of all leave of absence requests, please comply with contractual time and documentation requirements.

3. Supervisor is to review and recommend upon approval, as appropriate, and forward to Superintendent.

4. Superintendent is to act upon requests and return one copy to employee and one to Personnel Office.

NOTICE OF PREGNANCY AND MATERNITY LEAVE REQUIREMENTS

Maternity Leave (Check here if not applicable)

My maternity leave should begin when my temporary disability has ceased and I would like such leave to extend until the last day of the _____ (1st or 2nd) semester in the 19___ - 19_ _ school year.

_____
Unit Members Name

_____
Signature

cc: Principal or Immediate Supervisor

_____
Position

_____
Date

_____
Building

APPENDIX E

GRAND ISLAND CENTRAL SCHOOL DISTRICT
Grand Island, New York

Designation of Beneficiary for Severance Death Benefit
(See Paragraph 6.4.6 of Contract)

If no beneficiary is on file, the Employee's Severance Death Benefit will be paid to the Estate of the Employee.

Please PRINT all entries and submit one copy of this form to the Personnel Office.

NAME:_____

ADDRESS:_____

SOCIAL SECURITY NUMBER:_____ _____

PRIMARY BENEFICIARY

I hereby name the following beneficiary(ies) to receive my Severance Death Benefit payable on my behalf:

1. NAME: _____ RELATIONSHIP: _____
ADDRESS:_____

2. NAME: _____ RELATIONSHIP:_____
ADDRESS:_____

3. NAME: _____ RELATIONSHIP _____
ADDRESS:_____

4. NAME: _____ RELATIONSHIP:_____
ADDRESS:_____

CONTINGENT BENEFICIARY

If all the above named beneficiaries die before I do, any Severance Death Benefit payable on my behalf shall bm paid to the following:

1. NAME: _____ RELATIONSHIP:_____
ADDRESS:_____

2. NAME: _____ RELATIONSHIP_____
ADDRESS:_____

_____
EMPLOYEE SIGNATURE DATE

_____
NOTARY PUBLIC: State of New York; County of Erie. On this day of _____ 19___, before me personally appeared __ to me known and known to me to be the same person described in and who executed the foregoing instrument and __he duly acknowledged to me that _he executed the same.

_____
NOTARY PUBLIC