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Union: **Iroquois Central School Administrators Association**

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Negotiations Agreement

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RELATIONS BOARD

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Between

ADMINISTRATION

**IROQUOIS CENTRAL SCHOOL
DISTRICT**

AND

**IROQUOIS ADMINISTRATORS'
ASSOCIATION**

7/1 6/30
2003-2007

COLLECTIVE NEGOTIATIONS AGREEMENT

between

THE SUPERINTENDENT OF SCHOOLS OF THE
IROQUOIS CENTRAL SCHOOL DISTRICT

and

IROQUOIS CENTRAL SCHOOL ADMINISTRATORS' ASSOCIATION

NOTICE: IT IS AGREED BY AND BETWEEN
THE PARTIES THAT ANY PROVISION
OF THIS AGREEMENT REQUIRING
LEGISLATIVE ACTION TO PERMIT
ITS IMPLEMENTATION BY AMENDMENT
OF LAW OR BY PROVIDING THE
ADDITIONAL FUNDS THEREFOR, SHALL
NOT BECOME EFFECTIVE UNTIL THE
APPROPRIATE LEGISLATIVE BODY
HAS GIVEN APPROVAL.

Begins: July 1, 2003

Ends: June 30, 2007

Signed: _____


James L. Knowles, Interim Superintendent of Schools

Date: 7/11/03

Signed: _____


Renee Lorenz, Iroquois Administrator's Association

Date: 7/11/03

TABLE OF CONTENTS

	Page
Signature Sheet	ii
Table of Contents	iii
ARTICLE 1.0 CONCERNING THIS AGREEMENT	2
Section 1.1 <u>Definitions</u>	2
Section 1.2 <u>Recognition and Duration</u>	3
Section 1.3 <u>Amendments and Waivers</u>	3
Section 1.4 <u>Interpretation and Legal Effect</u>	3
ARTICLE 2.0 DISTRICT-ASSOCIATION RELATIONS.....	4
Section 2.1 <u>No Strike</u>	4
Section 2.2 <u>Dues Deductions</u>	5
Section 2.3 <u>Copies</u>	5
Section 2.4 <u>Mileage</u>	5
Section 2.5 <u>Negotiation Procedures</u>	5
Section 2.6 <u>District Premises</u>	6
ARTICLE 3.0 VACATIONS, WORK DAY, HOLIDAYS.....	6
Section 3.1 <u>Vacations</u>	6
Section 3.2 <u>Holidays</u>	6
ARTICLE 4.0 LEAVE OF ABSENCE.....	7
Section 4.1 <u>Sick Leave</u>	7
Section 4.2 <u>Bereavement Leave</u>	8
Section 4.3 <u>Personal Leave</u>	9
Section 4.4 <u>Jury Duty</u>	9
Section 4.5 <u>Disability Leave for Child Rearing & Adoption</u>	10
Section 4.6 <u>Sabbatical Leave</u>	10
ARTICLE 5.0 SALARY.....	12
ARTICLE 6.0 BENEFITS.....	12
Section 6.1 <u>Health and Dental Insurance</u>	12
Section 6.2 <u>Annuities</u>	13
ARTICLE 7.0 VACANCIES.....	14
ARTICLE 8.0 JOB SECURITY.....	14

ARTICLE 9.0 PROFESSIONAL DEVELOPMENT.....	14
ARTICLE 10.0 GRIEVANCE PROCEDURE.....	14
Section 10.1 <u>General Provisions</u>	14
Section 10.2 <u>Procedure</u>	16
ARTICLE 11.0 PERSONNEL MATTERS.....	17
Section 11.1 <u>Complaints Against Employees</u>	17
Section 11.2 <u>Personnel Files</u>	17
APPENDIX A.....	19
APPENDIX B.....	20
APPENDIX C	21

PREAMBLE

WHEREAS, the Superintendent of Schools and the Association recognize and declare their mutual intent to promote harmonious and cooperative relationships among the District, the Association and the employees to whom this Agreement applies, and to protect and promote the public interest by assuring at all times the orderly and uninterrupted operation of the Iroquois Central School District; and

WHEREAS, the Superintendent of Schools and the Association declare that providing a quality education for the children of the District is their mutual aim; and

WHEREAS, the Board of Education, under law, has the final responsibility for establishing policies for the District; the Superintendent of Schools and his staff have the responsibility of carrying out those established policies; and administrators covered by this Agreement have responsibility for providing the best possible administrative assistance to the District; and

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

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1.0

CONCERNING THIS AGREEMENT

Section 1.1

Definitions

- 1.1.1 "District" means the Iroquois Central School District and applies to all persons (e.g., the Superintendent of Schools, administrators, supervisors) and bodies (e.g., the Board of Education) authorized to act on behalf of the District.
- 1.1.2 "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.
- 1.1.3 "Superintendent of Schools" means the person appointed to serve on a regular or acting basis as the Superintendent of Schools. Anything which this Agreement requires or permits the Superintendent of Schools to do may be done by a person designated by the Superintendent of Schools to act on behalf of the Superintendent of Schools.
- 1.1.4 "Association" means Iroquois Central School Administrators' Association.
- 1.1.5 "Employee" and "Administrator" both mean a person serving pursuant to a probationary or tenured appointment in a position included in the unit set forth in paragraph 1.2.1 of this Agreement.
- 1.1.6 "Party" means the District or the Association.
- 1.1.7 "Parties" means the District and the Association.
- 1.1.8 "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.
- 1.1.9 "Amendment" means a change in the provisions of this Agreement made during its term by mutual written consent of the parties.
- 1.1.10 "Execution date" means the date identified as such in this Agreement which shall be the date on which the parties both sign this Agreement or, if the parties sign on different dates, then the latest date on which a party signs.
- 1.1.11 "Unit" and "negotiating unit" each mean the employer-employee negotiating unit as set forth in paragraph 1.2.1 of this Agreement.
- 1.1.12 "Fiscal year" means the period which begins at 12:01 a.m. on July 1st of each year and ends at midnight on the next following June 30th.

Section 1.2 **Recognition and Duration**

1.2.1 The Board continues, for the term of this Agreement, to recognize the Association as the sole and exclusive representative for the purpose of collective negotiations and the administration of grievances of the employees of the District in an employer-employee negotiating unit consisting of the following positions:

Elementary Principals

High School Principal

High School Assistant Principal

Middle School Principal

Middle School Assistant Principal

1.2.2 The term of this Agreement begins at 12:01 a.m. on July 1, 2003 and ends at midnight on June 30, 2007.

1.2.3 Each provision of this Agreement goes into effect when the term of this Agreement begins and goes out of effect when the term of this Agreement ends unless the provision in question expressly states a different beginning or ending date in which case such different date shall apply.

Section 1.3 **Amendments and Waivers**

1.2.1 No provision of this Agreement may be deleted, waived or changed, and no provision may be added to this Agreement by implication or by any means other than a written and dated amendment to this Agreement signed by authorized representatives of each party.

1.3.2 During the term of this Agreement neither party shall have the right to insist upon negotiating any matter whether or not referred to in this Agreement. However, this shall not preclude either party from proposing an amendment to this Agreement nor shall negotiations for a successor to this Agreement be precluded.

Section 1.4 **Interpretation and
Legal Effect**

1.4.1 Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:

(a) A word used in the masculine gender applies also in the feminine.

(b) A word used in the singular number applies also in plural.

(c) Each provision in this Agreement is severable from every other provision.

(d) Language in this Agreement is to be construed as strictly against one party as against the other. It is immaterial which party suggested it.

(e) Any lettered appendix referred to in this Agreement (for example, Appendix A") is a part of this Agreement and is incorporated in this agreement by reference.

(f) Giving notice to the District means giving notice in writing to the Superintendent by delivering it to him in person (in which case he shall sign a receipt therefor) or by sending it to him by certified mail addressed to him at Iroquois Central School District, P.O. Box 32, Elma, New York, 14059.

(g) Giving notice to the Association means giving notice in writing to the President of the Association by delivering it to him in person (in which case he shall sign a receipt therefor) or by sending it to him by certified mail addressed to him at his home address as shown on the books of the District.

1.4.2 This Agreement constitutes the entire and complete record of the negotiated binding commitments between the parties relating to employees in this negotiating unit. From and after the execution date of the Agreement, no other document shall constitute a binding commitment between the parties unless it is (i) dated on or after such execution date, (ii) signed by a duly authorized representative of each party, and (iii) by its express terms applies to employees in this unit.

1.4.3 No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law. If this Agreement requires a party or a person to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.

1.4.4 Any provision of this Agreement cites a law, rule or regulation is intended to be and shall be interpreted as being which only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control.

1.4.5 Neither party is obliged to continue any past practice or policy except to the extent, if any, set forth expressly in a particular provision of this Agreement.

ARTICLE 2.0 DISTRICT-ASSOCIATION RELATIONS

Section 2.1 No Strike

2.1.1 There shall be no strikes or work stoppages for any reason whatsoever during the term of this Agreement. The Association affirms that it does not assert the right to strike against any government, to assist or participate in such a strike or to impose an obligation to conduct, assist or participate in such a strike.

Section 2.2 Dues Deductions

- 2.2.1 Association membership dues shall be deducted from the wages of each employee who has voluntarily signed a form authorizing such deduction provided that the form has been delivered to the Office of the Superintendent of Schools not later than the tenth consecutive calendar day prior to the first day of the payroll period during which the first deduction is to be made. The authorizations shall be made in a form satisfactory to both parties. Deductions for an employee shall continue to be made until and including the payroll period during which the District has received from the employee a written statement signed by him revoking his dues deduction authorization.
- 2.2.2 The District shall deduct from the wages and salary of employees in the bargaining unit who are not members of the unit, the amount equivalent to the dues levied by the Association and SAANYS, and transmit the same so deducted to the Iroquois Administrators Association in accordance with Section 208(3)(b) of the Civil Service Laws of New York State.
- 2.2.3 The Association shall indemnify, defend and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District pursuant to the provisions of this Section 2.2. Except where a clerical error has been made in the deduction of dues or initiation fees, which error will be adjusted promptly, any questions as to the correctness of the amount deducted shall be settled between the Administrator and the Association.
- 2.2.4 The Iroquois Central School District shall accord the Iroquois Administrators Association and SAANYS separate deductions on the payroll for membership dues.

Section 2.3 Copies

- 2.3.1 The District shall reproduce and give to each employee one copy of this Agreement.

Section 2.4 Mileage

- 2.4.1 When an administrator travels in his personal automobile on District business, he will be reimbursed for mileage at the rate then in effect for business deductions under the Internal Revenue Service Code.

Section 2.5 Negotiation Procedures

- 2.5.1 If either party desires to negotiate a successor to this Agreement it shall give written notice thereof to the other party no later than October 1 of the final fiscal year of the term of this Agreement.
- 2.5.2 The party giving notice pursuant to paragraph 2.5.1 of this Agreement shall transmit its written proposals to the other party not later than the 31st day after delivering the said notice. Not later than fifteen (15) school days following the receipt of the proposals, the other party must transmit to the notifying party its written proposals for the successor to this Agreement.

- 2.5.3 The proposals of each party shall be in the form of proposed changes, additions to or deletions from the language of this Agreement, and shall be accompanied by the name, address and telephone number of the party's principal spokesperson for negotiations.
- 2.5.4 The first negotiations meeting shall be held at a mutually agreeable date, time and place not later than two (2) weeks after the responding party has submitted its proposals to the notifying party.
- 2.5.5 Each provision of a successor agreement which has been tentatively agreed to by the negotiating teams of both parties, as evidence of such agreement, shall be reduced to writing, dated with the date upon which tentative agreement was reached, and initialed by the principal spokesperson of each party.
- 2.5.6 The parties may by mutual consent extend any time limit set forth in this Section 2.5, provided that any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension must not be withheld unreasonably by either party.
- 2.5.7 A successor agreement shall not become effective until it has been approved by a majority of the members of the Association and a majority of the members of the Board.

Section 2.6 District Premises

- 2.6.1 The Association shall be allowed use of the District premises for meetings of Association members in accordance with District policies and procedures.

ARTICLE 3.0 VACATIONS, WORK DAY, HOLIDAYS

Section 3.1 Vacations

- 3.1.1 Each Administrator is entitled each fiscal year to twenty-two (22) paid vacation days as of July 1 of the fiscal year. Administrators, at their option may convert up to five (5) vacation days per year at the rate of 1/220th of their daily rate of pay. Vacation buy back must be requested in writing on the form in Appendix C of this contract by June 15th annually. Administrators eligible for vacation buy back will be paid in the first check in July annually.
- 3.1.2 Vacations are to be taken at a time mutually agreeable to the employee and the Superintendent.

Section 3.2 Holidays

- 3.2.1 There shall be 14 paid holidays each fiscal year.
- 3.2.2 The days to be observed as paid holidays shall be determined by the District and notice of those days shall be given on or before July 1st of the fiscal year in question. When Patriot's Day is scheduled as a Superintendent's Conference Day, the administrators will be credited with one (1) additional day of vacation.

ARTICLE 4.0 LEAVE OF ABSENCE

Section 4.1 Sick Leave

4.1.1 Administrators shall receive 14 sick days per fiscal year, earned at the rate of one (1) per each month worked plus one (1) per each semester worked. However, in the last year of service the member shall be credited with one (1) additional sick day. Sick leave may be used only for sickness.

4.1.2 Administrators may accumulate a maximum of 225 days of sick leave. An administrator who accumulated days beyond 225 prior to November 29, 1989 may retain those days but not accrue additional days.

If an Administrator has exhausted his current and accumulated sick leave and is disabled from working because of a serious and prolonged illness, the Administrator may withdraw days from a sick leave pool. The pool shall consist of days contributed by Administrators who are at the maximum accumulation. Each Administrator covered by this agreement may contribute annually one of the sick leave days which he has accumulated to a sick leave pool. A day so contributed shall be deducted from the employee's accumulation as though it had been used. The aggregate number of days in the bank must not exceed 225 days at any one time. An employee who has at least one year of service with the District, and who has exhausted his current and accumulated sick leave and is certified by a physician in writing as disabled from working because of serious or prolonged illness, may withdraw sick leave days from the bank to the extent permitted by a committee of the Association and District designated to administer the bank. The committee shall be comprised of one (1) Central Office staff member and one (1) member of the bargaining unit as designated by the Iroquois Administrators' Association President. An employee must give written notice to the Superintendent's office of any days which he desires to contribute to the bank.

Once a day has been contributed to the pool, it cannot be used by the contributor unless it meets the conditions for withdrawal from the pool.

The pool committee must give written notice to the Superintendent's office of any days which it has authorized to be withdrawn from the bank, specifying the employee and the number of days withdrawn.

Prior to the distribution of any days from the sick leave pool, the District and representatives of the Iroquois Administrators' Association shall agree on the policy and procedures related to the operation of the sick leave pool.

4.1.3 For all administrators whose initial hire with the District was prior to January 1, 1989, this section 4.1.3 shall apply for retirement health insurance escrow. An Administrator who (i) retires after having achieved eligibility for retirement pursuant to the New York State Teachers' Retirement System, (ii) who has given the District at least sixty (60) days advance written notice of said retirement, (iii) who has at least fifteen (15) years of service with the District as of the effective date of his or her retirement, and (iv) who has accumulated more than one hundred twenty (120) sick days at the time he gives the 60 days notice prior to retirement, will be credited by the District, prior to retirement, with an amount of money equal to 1/200th of his or her annual base salary in

the year of his retirement multiplied by one hundred percent (100 %) of the accumulated sick days between one hundred twenty (120) and two hundred twenty-five (225). Fifty percent (50%) of that amount will be paid to the Administrator at a time of his/her choosing between the first regular payday after retirement and the first regular payday in the January immediately following his/her retirement. The remaining fifty percent (50 %) will be applied by the District to purchase continued health insurance coverage for the retiree from a carrier currently used by the District until the credit has been exhausted. If the District enacts another retirement incentive program pursuant to the requirements of legislation, then an employee may elect retirement incentive under that program or the program provided in this paragraph, but not both.

- 4.1.4 For all administrators whose initial hire date with the District was on or after January 1, 1989, this section 4.1.4 shall apply for retirement health insurance escrow.

An administrator who:

1. Retires after having achieved eligibility for retirement pursuant to the New York State Teachers Retirement System;
2. Has given the District at least sixty (60) days notice of said retirement; and
3. Has at least seven (7) years of service with the District as of the effective date of the retirement date

will be credited at the time of the retirement date with an amount of money equal to 1/220th of the annual salary in effect as of the date of the retirement multiplied by 45% (forty-five percent) of the total number of unused sick days which have been accumulated as of the date of the retirement. The maximum number of sick days allowed for this purpose shall be two hundred twenty-five (225). Fifty percent (50%) of that amount will be paid to the Administrator at a time of his/her choosing between the first regular payday after retirement and the first regular payday in the January immediately following his/her retirement. The remaining fifty percent (50%) will be applied by the District to purchase continued health insurance coverage for the retiree from a carrier currently used by the District until the credit has been exhausted. If the District enacts another retirement incentive program pursuant to the requirements of legislation, then an employee may elect retirement incentive under that program or the program provided in this paragraph, but not both.

It is the intent of these Sections 4.1.3 and 4.1.4 to have Administrators retire effective at the end of a school year (June 30); however, in the case of illness or other extenuating circumstances, other dates may be considered with adequate notice.

Section 4.2 Bereavement Leave

- 4.2.1 If there is a death in the employee's immediate family (i.e. the employee's parent, spouse, brother, sister, child, grandparent, father-in-law, mother-in-law, or other blood relative who is an actual member of the employee's household), the employee may be absent up to three (3) working days for each such death without loss of pay or deduction from any other leave. The Superintendent may extend such leave for additional working days which shall also be without loss of pay but which shall be deducted from the employee's sick leave.

Section 4.3 **Personal Leave**

4.3.1 Each employee shall have four (4) personal days without loss of pay each year which shall not be accumulated from year to year, but days not used shall be added to accumulated sick leave provided that this does not cause the employee's accumulation to exceed the limit set forth in paragraph 4.1.2 of this Agreement. These days are not to be used consecutively with a recess, an excused holiday, or unpaid or paid absence, unless an emergency can be proved, such as:

- (1) serious illness or death of persons other than members of the immediate family;
- (2) legal or business transactions;
- (3) graduation of employee, spouse, son or daughter;
- (4) transportation of son or daughter to college;
- (5) member of wedding party;
- (6) household emergency (i.e. flooded basement, furnace breakdown);
- (7) transportation failure;
- (8) community disaster service.

Each employee, who at the end of any school year has unused personal leave days may, upon notification to the Superintendent's office between July 1st and the next following September 1, accumulate these unused personal days as personal leave days (not sick leave days) to a maximum total of nine (9) days.

These accumulated personal days will then be available for the employee's use in catastrophic situations which, in the Superintendent's sole discretion, represent an extreme personal hardship to the employee where the employee has exhausted his personal leave days for that current year. If an employee retires, any accumulated personal days to his credit will be added to sick days.

4.3.2 Written notification for use of personal days shall be submitted to the Superintendent at least two (2) days in advance of the day requested, but in case of an emergency specified in paragraph 4.3.1 of this Agreement, the Superintendent may be notified by telephone and the written request for pay submitted to the Superintendent after the fact.

4.3.3 The purpose of the personal leave provided in this Section 4.3 is to permit employees to be absent from work without loss of pay in situations which compel their absence, such as those listed in paragraph 4.3.1 of this Agreement. Use of personal leave for non-compelling reasons is not permitted, including but not limited to recreational activities such as hunting and fishing; shopping; family outings; social affairs and performance of duties in jobs outside the scope of this Agreement.

Section 4.4 **Jury Duty**

4.4.1 Administrators called for Jury Duty shall be granted leave without loss of pay upon written notification to the Superintendent. The Administrator taking such leave must report to work when not required to be present for jury service.

Section 4.5 Disability Leave For Child-Rearing and Adoption

4.5.1 The disability leave shall begin at the earliest of (i) the date mutually agreed upon by the employee and the District, or (ii) the date when the employee is no longer able to perform his full duties as substantiated by the most recent report of his attending physician.

The disability leave shall end on the date the employee's medical condition is such that it will not interfere with the full performance of his duties, as certified to by a statement from his physician. This notice must be furnished to the District within (15) days of the date the disability ends, provided that such notice must be furnished prior to the employee's actual return to work.

An employee who is the natural or adoptive parent of an infant child shall be entitled to a child rearing leave of absence without pay for the purpose of caring for the child. An infant is child under six (6) months on the date the leave begins. Such leave shall not exceed one (1) semester.

4.5.2 If the parents of the infant child are both employees of the District, only one of them may take a child-rearing leave at the same time or in connection with the same particular infant child.

4.5.3 An employee must request child-rearing leave as soon as practicable, but in no event less than sixty (60) days prior to the date he desires to begin leave (except in cases of childbirth or arrival in the home of an adopted child). The application shall state the date the employee desires the leave to terminate. This termination date must be the last day of the semester in which the leave begins or the last day of the next succeeding semester.

4.5.4 An employee who returns to work at the end of a child-rearing leave shall be entitled to return to the employee's former position unless it has been abolished, in which case the employee will be entitled to return to an administrative position for which the employee is fully qualified in the employee's tenure area if the employee possesses the requisite seniority to do so.

4.5.5 Time spent by an employee on child-rearing leave shall not be counted as service for salary credit, sick leave or other benefits based on length of service.

4.5.6 An employee may not engage in full-time gainful employment for another school district during normal school hours while on child-rearing leave.

Section 4.6 Sabbatical Leave

4.6.1 Sabbatical leave may be granted to employees who meet these eligibility requirements.

Eligibility:

(1) Personal Qualifications

(a) Personal certification as an Administrator;

(b) Completed a minimum of seven (7) consecutive years of administrative service in the District; and

(c) Tenure in a field of administrative service.

(2) Purpose for leave:

Special study towards completion of:

(a) Master's Program

(b) Doctoral Program; or

(c) Special work beyond Master's degree for the individual's professional development.

4.6.2 Applications for leave under this provision must be submitted by the employee six (6) months in advance of the date such leave would become effective. The District shall respond to such requests no later than three (3) months prior to the proposed effective date.

4.6.3 Conditions:

(1) No more than one leave will be granted for the entire unit in any one year period.

(2) Criteria for selection:

(a) Most benefit to the Iroquois Central School System;

(b) Most benefit to the individual's self-improvement; and

(c) Length and quality of service.

(3) Applicant Obligations:

(a) Candidates obligate themselves in writing to return to Iroquois Central School System as an Administrator for a period of not less than one year.

(b) If the above condition is not fully met, all monies received during leave by applicant must be refunded.

(c) Persons on sabbatical leave shall not engage in gainful employment which conflicts with the purpose of the leave.

(d) Leaves which may cease to serve the purpose for which they were granted, or the conditions of which may fall into default, may be terminated by the Board and payments will be discontinued.

(4) Duration and Remuneration:

(a) Half school year at full salary.

(b) Full school year at half salary.

(c) Pay periods to coincide with that of regular schedule.

(d) Leave shall correspond to the Administrator's assigned schedule for that school year or semester at the District.

(5) Status of employee upon conclusion of leave:

(a) An employee who returns to work at the end of a leave shall be entitled to return to the employee's former position unless it has been abolished, in which case the employee will be entitled to return to a vacant position for which the employee is fully qualified in the employee's tenure area if the employee possesses the requisite seniority to do so.

(b) Rights under retirement system shall not be impaired except just to the extent that the District is required by law to pay on salary paid. The individual may make his own contributions to the retirement fund if credit is to be received for the unpaid salary.

(6) Time between leaves for a particular Administrator must be at least ten (10) years.

4.6.4 The decision of the Board on approval or disapproval of the Superintendent's recommendation concerning leaves shall be binding on the District and the Association.

ARTICLE 5.0 SALARY

5.0.1 See Appendix B

ARTICLE 6.0 BENEFITS

Section 6.1 Health and Dental Insurance

6.1.1 6.1.1 Administrators may elect to receive single or family coverage from (a) Independent Health Encompass A, (b) Community Blue, (c) Univera Health Care Plan, or (d) insurance provided through the Erie 2 BOCES Medical Benefits consortium (with prescription drug co-pay of \$5.00 without contraceptives, Riders 3, 8, 12, and 16, and Major Medical coverage of \$1,000,000 with a deductible of \$50 per person [also known as coverage F])

a. Effective September 1, 2003, the District's maximum contribution toward the monthly premium for full-time employees shall be equal to the monthly premium for the Independent Health coverage specified above (family or single, as the case may be), but not to exceed 110% of the monthly premium in effect on August 31, 2003, but see e. below.

- b. Effective September 1, 2004, the District's maximum contribution toward the monthly premium for full-time employees shall be equal to the monthly premium for the Independent Health coverage specified above (family or single, as the case may be), but not to exceed 120% of the monthly premium in effect on August 31, 2003, but see e. below.
- c. Effective September 1, 2005, the District's maximum contribution toward the monthly premium for full-time employees shall be equal to the monthly premium for the Independent Health coverage specified above (family or single, as the case may be), but not to exceed 130% of the monthly premium in effect on August 31, 2003, but see e. below.
- d. Effective September 1, 2006, the District's maximum contribution toward the monthly premium for full-time employees shall be equal to the monthly premium for the Independent Health coverage specified above (family or single, as the case may be), but not to exceed 140% of the monthly premium in effect on August 31, 2003, but see e. below.
- e. If at any time, the monthly premium (single and/or family) for the Independent Health coverage specified above increases to an amount greater than that specified for District payment pursuant to subsections a. through d. of this paragraph, the District shall also contribute 50% of the excess amount of that premium.

6.1.2 The District will provide Dental Insurance Coverage in accordance with the Memorandum of Agreement signed by the Iroquois Administrators Association and the Iroquois Central School District, dated September 16, 1997, including any amendments to that Memorandum to which the parties mutually agree.

Covered employees may purchase additional riders and/or family coverage for the Dental Plan at their own expense, subject to the rules of Blue Shield. In comparing coverages under paragraph 6.1.3 of this Agreement, any dental program partially funded by the District shall be disregarded.

6.1.5 The District will allocate \$700 per Administrator for a flexible benefit plan in school years 2003-04, 2004-05, 2005-06 and 2006-07. Administrators may draw on these funds to help defray medical costs in excess of those covered by the other terms of this section 6.1 of the contract.

Section 6.2 Annuities

6.2.1 The District agrees to purchase, from monies deducted from employees' salaries, annuities for employees in accordance with Section 403(b) of the Internal Revenue Code of 1954, as amended. The District further agrees to accept applications from employees to make agreements with the District for deductions to be remitted to the annuity program of the authorized insurer(s) as

designated by the District. There shall be no solicitation of applications during school hours.

ARTICLE 7.0 VACANCIES

- 7.0.1 Written notices of all available positions in the unit will be sent to each employee by the Director of Personnel (or other person in charge of personnel) prior to or at the same time as the posting of the available position(s). Administrators may apply for such vacancies.

ARTICLE 8.0 JOB SECURITY

- 8.0.1 The District shall give an Administrator who is to be laid off because of the abolition of his position notice of the abolition not later than March 31 immediately preceding the effective date of the lay-off. In the event that notice is not given by March 31, the Administrator shall be paid at the time of lay-off an amount equal to the salary he was in fact paid for the period April 1 through the date notice was given to him.
- 8.0.2 Evaluations of Administrators shall be done only by the Superintendent of Schools or the Assistant Superintendent of Schools.

ARTICLE 9.0 PROFESSIONAL DEVELOPMENT

- 9.0.1 Each Administrator shall have the opportunity to attend at the District's expense and without loss of pay:
- (a) meetings with State and County groups pertaining to the Administrator's area of responsibility, and
 - (b) any other programs, conferences or in-service projects designated by the Superintendent;
- provided that attendance in each case is approved in advance by the Superintendent.
- 9.0.2 An Administrator who desires to attend a professional development program shall submit a written request to do so (specifying the dates and location of each program) to the Superintendent at least two weeks (whenever practicable) prior to the first date specified.

ARTICLE 10.0 GRIEVANCE PROCEDURE

Section 10.1 General Provisions

- 10.1.1 Only a violation of this Agreement, specifically identified as such by reference to one or more paragraph numbers of this Agreement, may be grieved. The District's decisions concerning: establishing, continuing, changing and abolishing any or all of the District's policies, practices, rules, regulations or procedures; the number, location, hours and types of its operations; establishing

or discontinuing any or all of the District's programs or operations; the extent to which the required work shall be performed by employees covered by this Agreement; the number, classifications and duties of employees; the methods, processes, equipment and materials to be used in the District's operations; the efficiency and competency of employees; establishing and maintaining evaluation programs; establishing and changing work schedules and work assignments; selecting, hiring, directing, transferring and promoting and demoting employees; laying off, terminating and relieving employees from duty for lack of work or other reasons; establishing, changing and enforcing rules for the conduct of employees; the disciplining and discharging of employees; and taking such other measures as may be determined by the District to be desirable for the successful operation of its schools and programs cannot be grieved unless there has been a violation of a particular provision of this Agreement which deals with a subject mentioned in this paragraph 10.1.1.

- 10.1.2 A grievant is an employee or the Association who submits a grievance.
- 10.1.3 The purpose of the meeting at Step 1 is twofold. The first purpose is to bring out all the facts relevant to the grievance. The Association, the District, the grievants and all persons present 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.
- 10.1.4 An employee shall perform all duties as instructed even though he may feel himself aggrieved.
- 10.1.5 In all cases of time limits provided in this Article 10, the computation of working days shall exclude Saturdays, Sundays and all days (except days during the summer recess) on which school is closed. It is essential that the time limits set forth in this Article 10 be strictly adhered to by the parties and the employees. However, the parties may by mutual consent extend any such time limit, provided that such extension must be evidenced by a written memorandum dated and signed by an authorized representative of each party. Consent to an extension must not be withheld unreasonably by either party.
- 10.1.6 If an appeal from an answer is not submitted at the next step on or before the last day of the applicable time limit set forth in Section 10.2 of this Agreement, the grievance will be deemed adjusted in accordance with the last answer given and further appeal shall be barred. If an answer is not given on or before the last day of the applicable time limit set forth in Section 10.2 of this Agreement, the grievance may be appealed as though the answer had been given on such last day.
- 10.1.7 The purpose of the grievance procedure set forth in this Article 10 is to provide an exclusive method for resolving differences. Therefore, before submitting a grievance, the employee should decide between submitting a grievance or commencing a proceeding before a judicial, administrative or legislative body or person for resolution, because it is agreed that, except as otherwise provided in this Article 10:

(1) submitting a grievance bars the employee and the Association from then or later commencing any judicial, administrative or legislative proceeding involving the same act of the District as is the subject of the grievance; and

(2) commencing a judicial, administrative or legislative proceeding bars the employee and the Association from then or later submitting a grievance involving the same act of the District as is the subject of the proceeding.

10.1.8 An answer to a grievance shall be given either by delivering it to the grievant personally (in which case he shall sign a receipt therefor) or by mailing it by certified mail to the grievant at his home address as shown on the District's records (in which case the Superintendent shall note the date of mailing on the file copy of the answer).

10.1.9 The investigation and processing of grievances shall be conducted at mutually agreeable times so that regular duties and activities are not interrupted.

Section 10.2 Procedure

10.2.1 Informal Discussion Step - Prior to filing of a formal grievance, the employee has the right and obligation to meet directly or with a representative and engage in informal discussion of the dispute with the immediate supervisor at an appointed time and place in an attempt to resolve the problem. To be considered a proper grievance, the initial informal discussion must take place within ten (10) days of the incident out of which the grievance arose. If that incident is considered to be a "continuing act", the grievance must be discussed no later than the tenth working day after the day on which the "continuing act" began.

10.2.2 Step 1 - To submit a grievance, the grievant must answer fully all the questions on the grievance form shown in Appendix A of this Agreement and deliver it to the Superintendent not later than the tenth working day after the day on which the District's act, which is the subject of the grievance, occurred. If that act of the District is considered to be a "continuing act", the grievance must be submitted not later than the tenth working day after the day on which the "continuing act" began. If a grievance is not submitted within the time limit specified in whichever of the first two sentences of this paragraph 10.2.1 applies, the grievance is barred and the District need not consider a grievance submitted after the applicable time limit. The Superintendent has fifteen working days after the day on which the grievance was submitted to answer the grievance in writing. During that fifteen working day period, the Superintendent and the grievant shall meet to discuss the grievance if either so requests. Others who have knowledge of the matter shall also meet with the Superintendent if he so requests. If the grievant is not satisfied with the answer, he has ten working days after the day on which the Superintendent gave him the answer to appeal the grievance in writing to arbitration by written notice to the Superintendent. The appeal to arbitration must be concurred in by the Association which shall state its concurrence by signing a statement to that effect on the written notice of appeal.

10.2.3 Step 2 Within five (5) days after such written notice of submission to arbitration, the District and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, either party may request the American Arbitration Association (AAA) to send to each party a list of twenty (20) names. Each party will cross out any names on its list which are unacceptable to it and indicate its preference in order for

the remaining names, if any. Each party shall then mail its list, showing its deletions and preferences, to the AAA within one week after receipt. If the AAA determines that no mutually acceptable arbitrator has been selected from the first list, it shall send a second list to each party and the same procedure shall be repeated. If the AAA determines that no mutually acceptable arbitrator has been selected from the second list, the AAA will name an arbitrator at the time it notifies the parties of that fact.

10.2.4 The costs for the services of the arbitrator, including expenses, if any will be borne equally by the District and the Association.

10.2.5 The selected arbitrator will hear the matter promptly and will issue his determination not later than thirty (30) days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date when the final statements and proofs are submitted to him. The arbitrator's determination will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues. The arbitrator's determination shall be binding on both parties and on the Administrators.

ARTICLE 11.0 PERSONNEL MATTERS

Section 11.1 Complaints Against Employees

11.1.1 Complaints by staff members, parents of students, community organizations or others which are directed toward an Administrator, shall be called to the Administrator's attention as soon as practicable.

11.1.2 When a complaint is directed toward an Administrator, as described in 11.1.1 of this Section, the Administrator must give a full written account of the matter giving rise to the complaint when so directed by the Superintendent.

11.1.3 If the complaint could jeopardize the position of the Administrator, the District will make reasonable efforts to give the Administrator the opportunity to discuss the matter with the complainant in the Superintendent's presence. Administrators need not respond to anonymous complaints.

Section 11.2 Personnel Files

11.2.1 There shall be only one official personnel file for each employee and it shall be maintained in the District office. Except as otherwise required by law, material in the file shall not be disclosed to persons other than non-unit administrators of the District, members of the Board, the employee on whom the file is maintained, and representatives of the Association duly authorized in writing by the employee to have access to the file.

11.2.2 An Administrator shall have the opportunity to review derogatory material before it is placed in the employee's personnel file. The Administrator shall acknowledge that he has had the opportunity to review the material by signing it with the express understanding that such signature in no way indicates agreement with the content of the material. The Administrator will also have the right to submit, within three (3) days of reviewing the material, a written response to be reviewed and initialed by the Superintendent or his designee and placed in the file.

11.2.3 During normal office hours and in the presence of the Superintendent or his designee, an employee may review the contents of the personnel file maintained on him except for confidential employment references. The District shall not require more than 24 hours notice for such review.

The employee is entitled to have a representative of the Association present during the inspection. The Superintendent or his designee and the employee shall initial and date with the date of inspection every document in the personnel file.

11.2.4 An employee's request to have material in his file copied for him shall be granted provided the employee pays the fee for copying established by the Board. A document which is dated and is identified as to its source shall be included in the file when submitted by the employee unless it has not been timely submitted in accordance with paragraph 11.2.2 of this Agreement if applicable. An employee shall be granted an interview with the Superintendent regarding any item in his personnel file within a reasonable time after the request is submitted in writing.

APPENDIX A

**IROQUOIS CENTRAL SCHOOL DISTRICT
ADMINISTRATORS' ASSOCIATION
GRIEVANCE FORM**

TO: _____ (Superintendent)

(1) Grievant's Name _____

(2) Act of District that grievant objects to (describe briefly):

(3) The act took place on: _____ (date).

(4) Paragraph(s) of the Agreement that grievant believes
District's act violated: _____.

(5) Action the grievant believes District should take to
correct the situation: _____
_____.

(6) Grievant's signature: _____

(7) Date submitted: _____

APPENDIX B
Salaries and Longevity

Salaries	+ 3.5%	+ 3.5%	+ 3.5%	+ 3.5%
<u>Administrator/DOH</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Anne Marotta 7/10/00	\$ 92,465	\$ 95,701	\$ 99,051	\$102,517
Donna Eno 8/8/02	\$ 85,800	\$ 88,803	\$ 91,911	\$ 95,128
Kevin McGowan 8/21/00	\$ 77,791	\$ 80,514	\$ 83,332	\$ 86,249
Renée Lorenz 7/31/97	\$ 83,383	\$ 86,301	\$ 89,322	\$ 92,448
Gloria Zimmerman 1/5/98	\$ 83,383	\$ 86,301	\$ 89,322	\$ 92,448
Patrick O'Brien 11/5/01	\$ 70,513	\$ 72,981	\$ 75,535	\$ 78,179
Robert Coniglio 8/21/00	\$ 71,576	\$ 74,081	\$ 76,674	\$ 79,357
Brian Wiesinger 11/5/01	\$ 70,513	\$ 72,981	\$ 75,535	\$ 78,179
High School Principal	<===== To Be Determined =====>			

Longevity

Effective July 1, 2005, each Administrator will be given a longevity stipend in accordance with the following chart, and provided that said longevity will not be included in salary to determine the percentage increase for ensuing years. Starting in the fifth year of appointment the stipend will be \$500/year. Starting in the tenth year of appointment, the stipend will be \$1,000/year.

<u>Administrator</u>	<u>2005-06</u>	<u>2006-07</u>
Anne Marotta	\$ 500	\$ 500
Donna Eno	\$ -0-	\$ 500
Kevin McGowan	\$ 500	\$ 500
Renée Lorenz	\$ 500	\$1,000
Gloria Zimmerman	\$ 500	\$ 500
Patrick O'Brien	\$ 500	\$ 500
Robert Coniglio	\$ 500	\$ 500
Brian Wiesinger	\$ 500	\$ 500

APPENDIX C
VACATION BUY BACK FORM
Iroquois Administrators Association

Please submit this form to Lynne Connor in the Superintendent's Office not later than June 15th annually.

Administrator Name _____ (Please Print)

I wish to exercise my option to buy back _____ (up to five) vacation days.

I wish to have my payment made in my regular paycheck/in a separate check (circle one) the first payroll in July, 2_____.

Signed _____ Date _____

(For District Office Use Only)

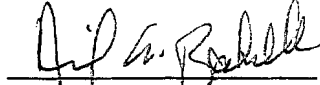
Number of days to be paid _____

Authorized _____
Superintendent

IROQUOIS CENTRAL SCHOOL DISTRICT

MEMORANDUM

**TO: Kevin McGowan, IAA President
Renee Lorenz, IAA Ex-President**

**FROM: 
Neil A. Rochelle
Superintendent of Schools**

DATE: October 12, 2004

RE: IAA Contract Extension Agreement

It has come to my attention that the current IAA Contract does not include the revised contract extension language. As you may recall, this was a contract that was negotiated between Dr. Glover and the administrators. After researching the situation, and conferring with Renee and Lynne, I am attaching the agreed upon "Extension Language" to be included in all contracts effective immediately. This language was agreed to between Dr. Glover and the IAA in November 2002 and then placed before the Board of Education for ratification in June 2003.

Please contact me if you have any questions.

Thank you.

/nmc/

4.1.4

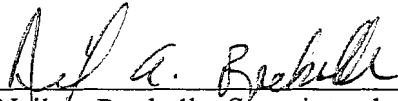
For all administrators whose initial hire date with the District was on or after January 1, 1989, this section 4.1.4 shall apply for retirement health insurance escrow.

An administrator who:

1. Retires after having achieved eligibility for retirement pursuant to the New York State Teachers Retirement System;
2. Has given at least sixty (60) days notice of said retirement; and
3. Has given at least *five (5)* years of service to the District as of the effective date of the retirement date


Will be credited at the time of the retirement date with an amount of money equal to $1/220^{\text{th}}$ of the annual salary in effect as of the date of the retirement multiplied by 45% (forty-five percent) of the total number of unused sick days which have been accumulated as of the date of retirement. The maximum number of days allowed for this purpose shall be two hundred twenty-five (225). Fifty Percent (50%) of that amount will be paid to the Administrator at a time of his/her choosing between the first regular payday after retirement and the first regular payday in the January immediately following his/her retirement. The remaining fifty percent (50%) will be applied by the District to purchase continued health insurance coverage for the retiree from the carrier currently used by the District until the credit has been exhausted. If the District enacts another retirement incentive program pursuant to the requirements of legislation, then an employee may elect retirement incentive under that program or the program provided in this paragraph, but not both.

It is the intent of these Sections 4.1.3 and 4.1.4 to have Administrators retire effective at the end of the school year (June 30); however, in the case of illness or other extenuating circumstances, other dates may be considered with adequate notice.



Neil A. Rochelle, Superintendent

October 12, 2004



Kevin C. McGowan, IAA President

October 12, 2004

