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AGREEMENT

between the

Chief Executive Officer

of the

**Rush-Henrietta
Central School District**

and the

Administrators' Association

of

Rush-Henrietta

2004 – 2007

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

In order to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York [Civil Service Law, Article XIV] to encourage and increase effective and harmonious working relationships between the Board of Education of the Rush–Henrietta Central School District [hereinafter sometimes referred to as the Board], and its supervisory and administrative employees.

THIS AGREEMENT is made and entered into as of the 1st day of January 2004, and by and between the Superintendent of Schools of the Rush–Henrietta Central School District and the Administrators' Association of Rush–Henrietta [hereinafter sometimes referred to as Association].

ARTICLE 1 RECOGNITION AND NO STRIKE

Section 1.

Pursuant to the New York Public Employees Fair Employment Act, as amended, the Board has granted recognition to the Association as the exclusive negotiating representative for the following negotiating unit described below:

- a. Administrators' Chapter, consisting of all employees of the District within the following job titles: Building Principal, Assistant Building Principal, Senior Director, Director, Assistant Director and CSE Chair, with the exception of the Assistant Director of Human Resources, and excluding all other employees of the District.
- b. Technical/Managerial Chapter, consisting of all employees of the District within the following job titles: Research and Evaluation Coordinator, Purchasing Agent, Network Administrator, Architect and Senior Applications Specialist, and excluding all other employees of the District.

In granting such recognition, the Board has specifically reserved its right to make application to the Public Employment Relations Board to have any or all of the employees and positions included within this negotiating unit declared to be "managerial" and/or "confidential" within the meaning of the New York State Public Employees Fair Employment Act, as amended. Recognition of this unit shall continue in effect through the duration of the agreement.

Section 2.

The Association agrees that it will not cause, condone, sanction or take part in any strike, walkout, slowdown or work stoppage within the Rush–Henrietta Central School District.

Section 3.

The Board agrees to continue to honor individual employment contracts currently in effect, and those which may be negotiated in the future, between the District and an individual covered by this Agreement.

ARTICLE 2
NEGOTIATING PROCEDURES

Section 1.

As provided for in Article 32 of this Agreement, either party may request the commencement of negotiations for a successor agreement.

Section 2.

If such renegotiation has been requested and if there be any unresolved issue[s] by one hundred and twenty [120] days prior to the expiration date of this Agreement, then either party may declare the existence of an impasse and thereby invoke the impasse procedures of the New York State Public Employment Relations Board.

Section 3.

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.

Section 4.

It is understood and agreed that this Agreement may be modified or amended during its term only through mutual agreement in a written and signed amendment to this Agreement.

Section 5.

Neither the Board nor the Association in any negotiations shall have individual control over the selection of the negotiating process or the negotiating representatives selected by the other. Both the Superintendent of Schools and the Association may select its negotiating representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Association and the Superintendent of Schools, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiation.

ARTICLE 3
MANAGEMENT PREROGATIVES

Section 1.

The Board and Superintendent retain all rights, powers and authority they had prior to entering this Agreement except as expressly abridged or modified by this Agreement.

Section 2.

The Association further recognizes and agrees that the exercise and effective implementation of said rights and prerogatives requires the cooperation of the employees within the negotiating unit covered by this agreement.

Section 3.

Accordingly, and on behalf of itself and the employees within the negotiating unit covered by this agreement, the Association pledges its support of all such policies and procedures as adopted from time to time by the Superintendent and/or the Board.

Section 4.

The Association recognizes and concurs in the need to administer the several collectively negotiated agreements covering other employees of the District and accordingly, on behalf of the Members of the negotiating unit covered by this Agreement, agrees that those Members will administer such other contracts as fall within their respective ambits of responsibility, consistent with guidelines, directives, rules and regulations, etc. issued from time to time by the Board of Education and/or Superintendent.

ARTICLE 4
DUES DEDUCTION

Section 1.

The Board agrees to deduct from the salary of Administrators who are members of the Administrators' Association of Rush-Henrietta, School Administrators' Association of New York State, National Association of Elementary School Principals, National Association of Secondary School Principals, and any professional organization which directly relates to the individual's professional functions within the District, the dues of any one or more of such Associations as the individual Administrator individually and voluntarily shall authorize the Board to deduct, and to transmit the monies thus deducted promptly to the treasurer of the Administrators' Association of Rush-Henrietta.

Section 2.

Authorizations for dues deductions for the Administrators' Association of Rush-Henrietta shall be in writing on a form provided by the Administrators' Association of Rush-Henrietta, signed by the individual, and placed on file in the Rush-Henrietta District Business Office.

Section 3.

Authorized dues deductions for the Administrators' Association of Rush-Henrietta shall be made in ten [10] equal amounts commencing on a date agreed upon by the Association and the Superintendent.

Section 4.

The agency fee as provided for in the Taylor Law shall be deducted from the salary of Administrators not authorizing the deduction of dues, unless the Administrator is exempted from the agency fee as provided herein.

Section 5.

An Administrator employed after September 1, 1989 may request to be exempt from the Agency Fee provision. Such request shall be in writing and must be submitted to the Superintendent within four [4] months of the date of employment. Upon receipt of the request the Superintendent and Association President will meet with the Administrator and will decide, within one [1] month of receipt of the request, whether the individual is to be exempted from the Agency Fee provision. An Administrator so exempted will remain exempt during that Administrator's employment by the District. It is understood and agreed that there cannot be a grievance filed by any individual or the Association based upon actions taken under this Section. Current unit members may apply for an exemption within four [4] months of the signing of this Agreement.

ARTICLE 5 CONSULTATION

It is mutually agreed between the parties that the goal of the District is to provide the best possible education to the students of the District.

Toward that end, regularly-scheduled meetings shall occur between the Superintendent and the Association no less than two times per year and more frequently at the request of either party. The purpose of these meetings is to provide informal exchange of ideas, offer feedback to the Superintendent and avoid grievance.

The Association acknowledges that with respect to policy matters the Board and the Superintendent cannot delegate their decision-making responsibility. The District agrees to provide advance notice to the Association when consolidation of administrator jobs is planned. Such notice shall be provided with time allowed for the Association to provide advice to the decision makers. The Association recognizes that the District has final authority to consolidate jobs.

The Superintendent acknowledges that the administrative staff should be encouraged to assist the Board and the Superintendent in a consultative capacity and that sound administration constantly seeks recommendations and information.

It is therefore mutually agreed between the parties that the Superintendent shall, in the formulation of those policies in which the administration expresses particular interest, seek to encourage suggestions and recommendations to be made by the administration through proper channels.

Administrative channels are mutually recognized as the appropriate vehicle for the submission, refinement and continued study of information and recommendations made by the administration.

If the President of the Association finds that the above channels are not functioning, he may approach the Superintendent directly and transmit to him the recommendations and information.

After transmittal to the Superintendent, the President of the Association may submit to the President of the Board a written request for allotment of time on the Board's agenda to discuss the matters specified in the request. A copy of the request shall be sent to the Superintendent.

ARTICLE 6 JURY DUTY

Section 1.

Each Administrator who is required to serve on a jury, or is required to report to court in person in response to a jury duty summons or is required to report for jury examination, shall be paid his normal salary. No deduction from salary shall be made.

Section 2.

Jury duty leave shall not be deducted from an Administrator's personal leave days.

ARTICLE 7
TUITION REIMBURSEMENT

Section 1.

If an individual covered by this Agreement wishes to receive tuition reimbursement for a course[s], or registration fee for a program[s], the following procedure must be followed:

- a. The individual must request prior approval of the course[s] or program[s] from the Superintendent, or his designee. Such request shall be in writing and shall set forth the basis on which the individual believes that the course[s] or program[s] will better enable that individual to discharge the responsibilities of his or her position.
- b. If the Superintendent, or his designee, approves the course[s] or program[s], the individual must successfully complete the course[s] or program[s] thus approved.
- c. Upon successful completion of the course[s] or program[s], the individual shall submit evidence of such successful completion to the Superintendent, or his/her designee, along with an itemization of the tuition charges or registration fee[s] for such course[s] or program[s].

Section 2.

There shall be no additional or further payment of any kind other than tuition reimbursement for such approved and successfully completed course[s] or registration fee for such approved and successfully completed program[s].

ARTICLE 8
OFFICIAL PERSONNEL FILE

Section 1.

Each Administrator shall, upon request and by appointment, be permitted to review his official personnel file as maintained in the District Human Resources Office.

Such review shall not include reference information supplied by previous employers or other sources.

Section 2.

If the Administrator wishes, he or she may respond in writing to any materials contained in that file. Such written response shall be included in that Administrator's official personnel file.

ARTICLE 9
HOLIDAYS

Section 1.

All individuals covered by this Agreement who are employed on a twelve [12] month basis shall be entitled to fourteen [14] holidays with pay per year. Fourteen [14] holidays shall be designated at the sole discretion of the District.

Section 2.

All individuals covered by this Agreement who are employed on a less than twelve [12] month basis shall be entitled to those holidays with pay which fall during that individual's designated work year.

ARTICLE 10
VACATIONS

Section 1.

For the first through and including the fifteenth year of credited administrative experience, each employee shall be eligible for four [4] weeks of vacation with pay per fiscal year of the District, subject to the applicability of Section 6 of this Article.

After completion of fifteen [15] years of credited administrative experience and for each year of credited administrative experience thereafter, the employee shall become entitled to five [5] weeks vacation with pay per fiscal year.

Only Rush-Henrietta administrative experience will be counted as credit for vacation accumulation for new hires.

Section 2.

Certificated employees are strongly encouraged to take such earned vacation during the summer recess, the winter recess, February recess, or the spring recess; however, use of vacation days is permitted at other times. The scheduling of any and all vacation time is subject to the prior approval of the Superintendent or his designee.

Section 3.

Classified Civil Service employees may request vacation time at any time during the year. The scheduling of any and all vacation time is subject to the prior approval of the Superintendent or his designee.

Section 4.

Each eleven-month Assistant Building Principal shall be entitled to one [1] week of paid vacation per fiscal year.

Such one [1] week of earned vacation shall be taken during either the winter or spring recess, subject to the prior approval of the Superintendent or his designee.

Section 5.

Absent unusual circumstances, earned vacation not taken prior to the following June 30 may not be carried forward and will be forfeited. However, an employee who, due to unusual circumstances, has not been able to take his/her earned vacation prior to said June 30, may request the Superintendent to allow a maximum of two weeks of the earned but unused vacation to be carried forward into the subsequent year.

Section 6.

Administrators hired or promoted into the unit before July 1, 1992 shall receive their earned vacation entitlement on July 1 of each year, and shall be paid for all earned, unused vacation time upon leaving administrative employment.

Section 7.

Twelve-month employees hired or promoted into the unit on or after July 1, 1992 shall accrue 1.66 days of vacation per month on the first day of each month, until July 1 of the first year of service. Vacation time for the first month of employment shall be pro-rated to the week. On July 1, total vacation time accrued up to that point will be rounded off to the vacation entitlement for the following year. When the employee leaves administrative employment with the district, he/she shall be paid a pro-rated share of that year's vacation entitlement, plus any earned vacation time carried over from the previous year. The employee will not be compensated for the share of that year's vacation entitlement, which is not yet earned.

Section 8.

Eligible administrators may choose to receive payment for up to six [6] accumulated vacation days each year.

ARTICLE 11
SICK LEAVE

Section 1.

All unit employees as of December 31, 1987 are granted 90 days sick leave effective July 1, 1988. Each full-time member shall accrue sick leave per year as follows: 10-month employee – 10 days; 11-month employee – 11 days; 12-month employee – 12 days. Unused sick leave days shall accumulate with no maximum accumulation. Employees hired after December 31, 1987 will accrue sick leave as herein and accumulate sick leave days to a maximum of 220 total days.

Section 2.

Leave taken under this Article must be for the personal illness or physical disability of the employee.

Section 3.

Charges against such leave shall be made commencing with the first day of illness or disability.

Section 4.

The Superintendent, at his/her discretion, may request a doctor's certificate if the sick leave taken exceeds five [5] consecutive days or occurs on the day immediately preceding or following a holiday recess.

Section 5.

If an employee has exhausted his or her accumulated sick leave, he or she may request the Board to advance additional leave and, upon the recommendation of the Superintendent, the Board shall review such request. Final approval or disapproval of such request is at the sole discretion of the Board, not subject to the grievance procedure.

Section 6.

Administrators who retire from the Rush-Henrietta School District and who meet the conditions outlined below will be eligible for a payment of \$70 per day for all unused accumulated sick days. In no event may this amount exceed \$15,400.

The qualifying conditions under which an administrator may retire and be eligible for this payment are:

- a. Must retire directly from active service as a Rush-Henrietta administrator.
- b. Must be a full-time administrator at the time of retirement.

- c. Must meet eligibility requirements for health insurance in retirement from the Rush-Henrietta Central School District.
- d. Must submit to the District an irrevocable letter of intent to retire at least six months in advance of the retirement date.

Section 7.

The District will provide a sufficient number of sick leave days as a bridge to the long-term disability plan for any member who will be out of work for at least twenty [20] consecutive days due to illness or injury and who has used up all accumulated sick leave. This benefit may be used by any unit member one time only.

Section 8. - Group Long-Term Disability Program

- a. While receiving disability insurance income, an employee shall be classified as on "in-service medical leave" as determined by the District.
- b. The program structure is that provided by the Union Mutual Insurance Company as in the "Highlights of Group Long Term Disability Program" attached as Appendix A. The District will provide without cost to the employee the UNUM program benefits or equivalent benefits through some other vehicle.
- c. Employment rights, job security and benefits, other than disability insurance payments, for employees shall cease after twelve [12] continuous months of disability insurance income.

If after the twelve [12] continuous months the employee may be permanently disabled, the District will assist that employee in applying for permanent disability retirement. Employees whose employment rights cease hereunder will be considered for future vacancies in comparable positions if no longer disabled.

- d. The District will pay employees hired prior to December 31, 1987 the difference between the employee's annual salary and total disability benefits, on a daily basis, for ninety [90] work days or through expiration of accumulated sick leave, whichever is greater. The employee may opt to reserve accumulated sick leave for use after return from disability leave.
- e. The District will pay employees hired after December 31, 1987 the difference between annual salary and total disability benefits through the expiration of accumulated sick leave. It is understood that the employee may opt to reserve accumulated sick leave for use after return from disability leave.

Section 9.

Classified Civil Service employees covered by this negotiating agreement who, as of January 1, 1982, had accrued but unused sick leave days to their credit shall be entitled to have that number of accrued but unused days, up to a maximum of 165, applied for purposes of Section 41j of the New York State Employees' Retirement System. Such accrued but unused days, however, may not be used as sick leave days resulting from that employee's personal illness or disability.

Section 10. - Worker's Compensation

- a. Any administrator who is injured on the job shall immediately notify his/her immediate supervisor and, in addition, that administrator shall fill out the appropriate accident form within twenty-four [24] hours from the time of the injury.
- b. All administrators shall be required to sign over to the District all daily worker's compensation insurance payments as long as the administrator receives sick leave pay from the District, pursuant to sick leave provisions of this Article.
- c. The District, after receiving such payments, pursuant to Section [b] above, shall restore to the administrator's credit sick leave time equal in value to the payment amounts received by the District.

ARTICLE 12
DEATH IN THE IMMEDIATE FAMILY

Section 1.

Each employee shall be allowed a maximum of three [3] days' absence with full pay for each death in the immediate family. Five [5] days' absence with full pay shall be allowed for the death of a parent, child or spouse/household partner.

Section 2.

Immediate family shall mean spouse, child, parent, step-parents, step-children, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

Section 3.

There shall be no accumulation of such leave.

ARTICLE 13
LEAVE OF ABSENCE

Section 1.

The Board, may, at its discretion, grant leaves of absence without pay when in its opinion such a grant would benefit the District and there is reasonable expectation that the recipient will return to his/her position in the District.

Section 2. - Child Bearing-Child Rearing

- a. The child-bearing portion of this leave will permit the employee to use her accumulated sick leave or to apply for an unpaid leave of absence not to exceed two [2] years.
- b. The child-rearing portion of this leave will be an unpaid leave for a period not to exceed two [2] years.
- c. Requests for unpaid leave shall be directed to the Superintendent or his designee. Except in emergency situations, requests for such leave shall be submitted at least one [1] month in advance of the requested commencement date for such leave. All such requests shall be in writing, setting forth the dates on which such leave would occur if approved.
- d. In accordance with Article XI, accumulated sick leave may be used, prior to beginning an unpaid leave, if the employee is physically unable to perform assigned duties.

- e. If an employee does not wish to apply any of her accumulated sick leave to the period of absence attributable to pregnancy, delivery and recovery from delivery, such employee may request a child-rearing leave for a period not to exceed two [2] years. If an employee wishes to adopt a child, such employee may request a child-rearing leave for a period not to exceed two [2] years provided the adoptive child is not of school age.
- f. An employee on a child-rearing leave must notify the Director of Human Resources, in writing, by April 1 of the date on which he/she wishes to resume his/her duties. To the extent possible, reinstatement shall be to the position the employee left. If such position is not available, the employee shall be reinstated to as comparable a position as may be available able without displacing another employee. Reinstatement shall be at the beginning of a school semester.
- g. The duration of any such leave of absence, including any mutually agreed-upon extension thereof, shall not be credited administrative experience for calculating accrual of any benefits under this Agreement.

Section 3.

If the employee has completed less than one-half [1/2] of the fiscal year in which the leave commences, the employee shall be returned from such leave with the same salary and benefits to which entitled at the outset of the leave. If the employee has completed at least one-half [1/2] but less than three-fourths [3/4] of the fiscal year in which the leave commences, the employee shall receive one-half [1/2] of any negotiated across-the-board increase upon his/ her return. If the employee has completed more than three-fourths [3/4] of the fiscal year in which the leave commences, the employee shall receive the full amount of any negotiated across-the-board increase upon his/her return.

Section 4.

An Administrator on an approved, unpaid leave of absence may continue membership, at his own expense, in the health insurance programs provided by the District. The Administrator shall make arrangements, through the District's Business Office, for payment of the premiums.

Section 5.

All leave and benefit provisions of this contract will be counted toward the leave and benefit provisions of the Family and Medical Leave Act of 1993, where applicable. Family and Medical Leave Act leave and benefits will be applied if the contractual leave and benefits provide less than the Family and Medical Leave Act.

ARTICLE 14
FELLOWSHIPS

Section 1.

Upon the recommendation of the Superintendent, the Board may grant fellowships for study, research, travel or any other activity designed to improve professional competence and benefit the School District.

Section 2. - Application

- a. All employees covered by this Agreement who have completed three [3] years of employment may make application for a fellowship.
- b. Application shall be submitted to the Superintendent no later than February 1 of the year preceding the academic year for which the fellowship is requested.
- c. Each application shall be submitted on forms supplied by the Board and must include a statement of the definite purpose for which the fellowship is requested, and in addition:
 - i. If for study, the name of the institution at which the applicant intends to study and the courses to be pursued;
 - ii. If for research, an outline of the project;
 - iii. If for travel, a plan of travel; or
 - iv. If for any other activity, an appropriate outline of the project or plan of action.

Section 3. Selection

- a. A fellowship may be granted for projects of up to one [1] full year in duration.
- b. There shall be no minimum nor maximum number of fellowships, which may be granted in any year. The number to be granted, if any, shall be at the discretion of the Board.
- c. Selection of fellowship recipients shall be based upon:
 - i. The value to the employee and School District of the proposed project;
- d. Applications for a fellowship shall be reviewed by a fellowship committee consisting of [1] the Superintendent, or his designee, [2] one member of the Board of Education, [3] the President of the Association, or his/her designee, or a previous fellowship recipient covered by this Agreement and [4] one individual chosen by the applicant. The committee's recommendation shall be based upon a careful evaluation of all available sources; and if an applicant is recommended, that recommendation shall be submitted by the committee to the Board.

Section 4. Fellowship Administration

- a. Fellowship recipients shall receive their full salary during the term of their leave. Specific arrangements for the method of payment will be made by consultation between the recipient and the Board.
- b. The duration of the fellowship shall not be counted as a period of credited administrative service for purposes of this Agreement, nor for accrual of other benefits.
- c. Acceptance of a fellowship shall not preclude the recipient's simultaneous acceptance of a grant or fellowship from another institution designed to facilitate the proposed project. In that event, the recipient shall not be entitled to any tuition reimbursement from the District.

- d. Acceptance of a fellowship shall not negate nor prejudice the right of an employee to take at any time, with the prior approval of the Board of Education, a scholarship or other special opportunity to teach or study outside the Rush-Henrietta system.
- e. Recipients of fellowships must present to the Superintendent and/or the Board of Education a comprehensive report of their completed project, travel or studies within a reasonable time after returning to their regular school duties.
- f. It is expected that fellowship recipients shall return to the District upon expiration of the fellowship period and shall thereafter remain in the service of the School District for a period of time at least equal to the duration of the fellowship leave.

ARTICLE 15
HEALTH INSURANCE

Section 1.

The District will participate in the Rochester Area Schools Health Plan II beginning April 1, 2004. The District will provide the BC/BS Blue Million Plan through RASHP. The District will contribute an amount equal to 100% of the lowest cost single plan and 95% of the lowest cost family plan. Eligible employees are entitled to coverage under only one health insurance plan contributed to by the District.

Administrators who are covered by District health insurance are eligible to receive payment as follows for cancelling the contract: \$2,200 for a family contract, \$1,500 for a two-person contract or \$1,000 for a single contract.

A unit member who has received payment to opt-out of District coverage may return to District coverage anytime during the year if unforeseen circumstances arise. The member will return a prorated share of the opt-out payment to the District and unit members' contributions will be adjusted accordingly.

Section 2.

Administrators who retire from the Rush-Henrietta School District who, at the time of the effective date of their retirement are at least 55 years of age, have been employed under the New York State Teachers' and Employees' Retirement Systems for at least ten [10] years and have at least ten [10] years of consecutive service with Rush-Henrietta immediately before the effective date of their retirement, may carry into retirement District health insurance coverage. The District's contribution for such coverage shall not exceed \$3,000 per year for single coverage and \$5,000 for family coverage. The retiree will pay the difference between the total cost and the District's contribution. The annual District contribution for individual unit members not expended shall be held in reserve and applied to future health insurance costs for the individual retiree. Effective June 30, 2004 through December 31, 2007, administrators who retire meeting the requirements for retirement in this section may elect to receive a lump sum payment of \$40,000 in lieu of health insurance coverage. Subject to applicable laws, retiring administrators receiving the lump sum payment, payment for unused vacation time, and/or payments in lieu of health insurance participation, may have those funds deposited in a 401a or 403b employee contribution vehicle.

Section 3.

Under Section 3. above, the District's obligations shall automatically cease ten years after the date of retirement. If the retiree dies before reaching the tenth anniversary of retirement, the District shall pay on behalf of the surviving spouse, if any, the annual premium for the single plan capped at the District's contribution rate. Such contribution shall cease upon the earlier of the death of the surviving spouse or the date on which the retiree would have reached the tenth anniversary of retirement.

Section 4.

Nothing contained in this Article shall prevent the District and the Association from negotiating a modification, abolition or replacement of the existing insurance coverage. Such negotiations shall be binding upon the retirees and spouses.

ARTICLE 16 **GROUP LIFE INSURANCE**

Section 1.

Upon submission of a written application for coverage under the Group Life Insurance Policy, the premium costs for the Policy are to be paid in full by the Board. During the first three [3] years of coverage, the amount will be the employee's salary to the closest \$500. After completion of three [3] years of continuous coverage under the policy, the amount will be twice the employee's annual salary to the closest \$500.

Section 2.

- a. Administrators who retire from the Rush–Henrietta School District and who have completed a minimum of ten [10] years of employment immediately before the effective date of the administrator's retirement, and who have been in the District's group term life insurance program for at least the last five [5] consecutive years of employment immediately preceding retirement, may carry the group term life insurance into retirement. The face value of the retiree's policy shall be equal to twice the final year's salary, to the nearest \$500 [double coverage].
- b. The premium for this policy shall be borne by the District.
- c. At age 65, the face value of the retiree's policy shall be reduced to \$5,000 and at age 70 coverage shall cease.
- d. If the administrator elects to convert the term coverage to individual whole life, the District's obligation to pay premiums for that individual ceases.
- e. Nothing contained herein shall prevent the District and the Association from negotiating a change, modification or abolition of the group term life insurance policy. Such negotiations shall be binding upon the retiree.

ARTICLE 17
RETIREMENT PLANS

Section 1.

Certificated and classified employees covered by this Agreement shall be covered by and have contributions made by the District on their behalf to the New York State Teachers' and Employees' Retirement Systems.

Section 2.

All classified employees shall be covered by and have contributions made on their behalf to the New York State Retirement System as provided in Sections 41j, 41k, 43g, 75e and 75i of the New York State Retirement and Social Security Law and Section 243[4] of the New York State Military Law, all in accordance with a resolution adopted by the Board dated June 30, 1971.

ARTICLE 18
TRAVEL

Section 1.

Employees whose regular duties require travel within or outside the School District shall be paid at the maximum mileage rate established by the Internal Revenue Service for the use of their own vehicle.

Section 2.

Reimbursement for mileage will be made upon presentation of a properly executed and approved claim voucher. Vouchers should be in the Business Office by the first of each month covering mileage driven during the preceding month. Employees must pay all costs of all trips from their personal funds before reimbursement can be made.

ARTICLE 19
PERSONAL LEAVE

Section 1.

Paid leave of absence not to exceed two [2] days may be used for personal business, which cannot be taken care of outside normal working hours.

Such leave may not be used on the day before or the day after a holiday or a scheduled vacation, except with the prior approval of the Superintendent, or his designee.

Except under emergency conditions, the employee shall give notice in writing at least two [2] days in advance of the day on which personal leave is to be used.

Reasons for such leave need not be included in such written notice, except for those days, which require prior approval by the Superintendent, or his designee.

Section 2.

Paid leaves of absence not to exceed three [3] days may be used for:

- a. Sickness in the immediate family, as immediate family is defined in Article XX 12, Section 2.

- b. Subpoenaed as a witness in legal proceeding, other than jury duty or if subpoenaed by the District to testify on behalf of the District.
- c. Observance of a religious holiday which falls on a regularly scheduled work day.
- d. Funeral other than in the immediate family, fire or accident, which directly affects the individual employee.
- e. Specified legal or emergency situation, which directly affects the unit employee.

Section 3.

An individual employee may request an unpaid leave of absence for compelling personal reasons, which cannot be taken care of outside the regular work hours. Such requests shall be made in writing, on the District wide form, to the Superintendent, or his designee.

Section 4.

Unused personal leave shall be converted to sick leave at the end of each school year.

Section 5.

Abuse of the provisions of this Article may subject an individual employee to disciplinary action.

Section 6.

If a unit member has exhausted his/her personal leave under Sections 1 and 2, or bereavement leave under Article XII where applicable, and due to extreme family illness or death in the immediate family requires additional leave, he/she may submit a written request to the Superintendent to request additional leave. Extension of this leave shall be in the discretion of the Superintendent of Schools.

ARTICLE 20
GRIEVANCE PROCEDURE

Section 1.

It is the purpose of this grievance procedure to secure at the lowest possible administrative level equitable solutions to alleged grievances.

Section 2.

- 2.1 For the purposes of this Agreement, a grievance shall be defined as a dispute or controversy arising out of an alleged misapplication or misinterpretation of the terms of this Agreement, excluding those Articles and sections dealing with Salary, Contract, Employees, Performance Appraisal, Health Fund, Work Incentive, and Article 11, Section 6.
- 2.2 Association. Association shall mean the Administrators' Association of Rush-Henrietta.
- 2.3 Aggrieved Party. Aggrieved Party shall mean any individual covered by this Agreement who has an alleged grievance; or, if the alleged grievance directly affects 25% or more of the total number of employees then covered by this Agreement, the Association may be deemed the aggrieved party. the grievance shall be pursued under Section 6 of this Article.

Section 3.

- 3.1 Each written grievance shall include the name and position of the aggrieved party, the specific Article and Section of this Agreement involved in the said grievance, the time and place where the alleged events or conditions constituting the grievance occurred, the identity of the party allegedly responsible for causing the existence of the said events or conditions, if known, and a statement of the nature of the grievance and redress sought by the aggrieved party.
- 3.2 Nothing contained in this Article shall be construed as limiting the right of any employee allegedly having a grievance to discuss the matter informally with any appropriate member of the Administration.
- 3.3 Nothing contained in this Article shall be deemed to require an employee to pursue the procedures herein provided.
- 3.4 The aggrieved party may be represented at any step of the grievance procedure by a representative of his own choosing.

Section 4.

- 4.1 No alleged grievance shall be entertained and will be deemed waived unless presented at the first available stage within fifteen [15] school days after the aggrieved party knew, or should have known, the act or conditions on which the grievance is based.
- 4.2 If an aggrieved party fails to appeal an unsatisfactory disposition of his alleged grievance to the next step of the procedure within the specified time limit, the grievance will be deemed to be discontinued and further appeal shall be barred.
- 4.3 Failure at any step of the grievance procedure to communicate a decision to the aggrieved party within the time limit specified shall permit the lodging of an appeal to the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.
- 4.4 The time limits provided herein may be extended by mutual agreement in writing between between the aggrieved party and the Superintendent.

Section 5. Grievance And Review

5.1 Step 1

- a. Any employee within the negotiating unit covered by this Agreement having an alleged grievance shall discuss it first with his or her immediate supervisor with the objective of resolving the matter informally. If the matter is to be resolved informally and if the immediate supervisor is another employee within the same negotiating unit, then that supervisor shall review the grievance and his or her proposed informal resolution with the Superintendent, or his designee. The Superintendent, or his designee, retains the right, at his sole discretion, to determine whether the grievance should be resolved informally and if so the nature and form of the resolution.

- b. If the grievance is not resolved informally, and if the allegedly aggrieved employee wishes to pursue the grievance, it shall be reduced to writing on the approved form and presented to the aggrieved party's immediate supervisor within two [2] school days after the date of the discussion at 5.1[a] above. Within two [2] days after the written grievance is presented, the immediate supervisor shall render a decision in writing and present that decision to the aggrieved party. If the immediate supervisor is another employee within this same negotiating unit, then that supervisor shall review his or her written disposition of the grievance with the Superintendent, or his designee, prior to submitting the answer to the aggrieved party. The Superintendent, or his designee, retains the right in his sole discretion, to direct such immediate supervisor to deny the grievance or, if the Superintendent believes the grievance has merit, to determine the nature of the remedy, if any, to be accorded.

5.2 Step 2 – Superintendent

- a. If the grievance is not satisfactorily resolved at Step 1 and if the aggrieved party wishes to proceed further under this grievance procedure, said aggrieved party, within five [5] school days, shall present the written grievance and the immediate supervisor's answer, if any, to the Superintendent.
- b. Within five [5] school days after the written grievance and written answer, if any, is presented to him, the Superintendent, or his designee, shall convene an informal conference with the aggrieved party.
- c. Within fifteen [15] school days after the close of the conference, the Superintendent, or his designee, shall present his written decision to the aggrieved party.

5.3 Step 3 – Arbitration

- a. If the grievance is not satisfactorily resolved at Step 2 and if the aggrieved party wishes to proceed further under the grievance procedure, said aggrieved party shall present the written grievance and the written answers, if any, from Step 1 and Step 2 simultaneously to the Association's Grievance Committee and the Superintendent within five [5] school days of the decision at Step 2.

If the Association's Grievance Committee determines that the alleged grievance is meritorious and that appealing the grievance is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the Superintendent within ten [10] school days after presentation of the grievance to the grievance committee.

- b. Within five [5] school days after such written notice of submission to arbitration the Association shall request from the American Arbitration Association a list of seven [7] arbitrators from which list the Superintendent, or his designee, and the Association shall select an arbitrator for the grievance in question.
- c. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement and shall have only the power to interpret what the

parties to the Agreement intended by the specific clause of the Agreement which is in issue.

- d. No decision of an arbitrator shall create the basis for retroactive adjustment in any other case.
- e. No arbitrator shall decide more than one grievance on the same hearing except by mutual agreement between the Association and the Superintendent.
- f. The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator and the costs of the hearing room shall be shared equally by the School District and the Association. All other expenses shall be borne by the party incurring them.

ARTICLE 21
HEALTH FUND

Section 1. Health Fund

The District shall make contributions to the Health Fund according to the following schedule:

		<u>Per Year</u> <u>Eff. 7/1/04</u>	<u>Per Year</u> <u>Eff. 7/1/06</u>
Family	-	\$1,450	\$1,550
Two-Member Family	-	1,225	1,325
Single	-	1,025	1,125

If two individuals are employed simultaneously by the District within this negotiating unit, the total District contribution will be based on the following schedule:

		<u>Per Year</u> <u>Eff. 7/1/04</u>	<u>Per Year</u> <u>Eff. 7/1/06</u>
Two or more children	-	\$2,475	\$2,675
One child	-	2,250	2,450
Zero children	-	2,050	2,250

Section 2.

Employees shall contribute, through a payroll deduction, based on the following schedule:

		<u>Per Year</u>
Family	-	\$105.00
Two-Member Family	-	87.00
Single	-	70.00

Section 3.

It is understood and agreed that the adoption and implementation of this Health Fund is dependent upon the District's ability to obtain a favorable ruling from the Internal Revenue Service that this Fund is a tax-exempt fund.

Section 4.

The administration of this plan, the benefits provided by the plan, and the interpretation of the plan will be the responsibility of the Fund Administrator. The decision and judgment of the Fund Administrator shall be final and binding, except as may otherwise be provided by applicable State or Federal statute, but in no event shall the Fund Administrator's interpretation or decision be subject to the Grievance Procedure under this Agreement.

Section 5.

Administrators who retire from the Rush–Henrietta School District and who are at least 55 years of age, have ten [10] years of service under the New York State Teachers' or Employees' Retirement Systems and who have been employed by the District for at least ten [10] consecutive years immediately preceding retirement, may take into retirement the Health Fund coverage, with the full premium being paid by the District for ten [10] years from the actual date of the individual's retirement. To be eligible for this benefit, the Administrator must give written notice of intent to retire no later than six [6] months prior to the effective date of the retirement.

ARTICLE 22
FLEXIBLE SPENDING ACCOUNT

The District will establish a Flexible Spending Account for dependent care and out-of-pocket medical expenses by July 1, 1994 or as soon as possible thereafter.

ARTICLE 23
JOB POSTING

The district shall publicize all bona fide administrative vacancies by posting a notice on the bulletin board in each school building and by forwarding a copy of each notice to the President of the Association.

ARTICLE 24
EMPLOYMENT YEAR

Section 1. Ten-Month Employees:

The employment year for ten- [10] month employees shall be from September 1 through and including the following June 30.

Section 2. Eleven-Month Employees:

The employment year for eleven- [11] month employees shall be from September 1 through and including the following June 30, with the eleventh [11th] month being scheduled by the Superintendent, or his designee, and the individual's supervisor, to fall between July 1 and August 31.

Section 3. Twelve-Month Employees:

The employment year for twelve- [12] month employees shall be from July 1 through and including the following June 30.

ARTICLE 25
COMPENSATORY TIME

Section 1.

If an individual is called back by the Superintendent from a regularly scheduled vacation to report to work, that individual shall receive one [1] day of compensatory time off for each one [1] day of such required work.

Section 2.

If an individual is required by the Superintendent to work on a regularly scheduled holiday, the individual shall receive one [1] day of compensatory time off.

Section 3.

The scheduling of the compensatory time off shall be subject to the prior approval of the Superintendent, or his designee.

Section 4.

Ten-Month employees who are unit members may be allowed up to two weeks of work during the summer as determined by the Superintendent and, in such case, will be allowed to take a corresponding amount of time off during school year recesses subject to the prior approval of the Superintendent of Schools.

ARTICLE 26
SALARY

Section 1.

- a. The following salary ranges are established for positions in the Administrator Chapter:

Principal	\$73,159 - \$123,806
Assistant Principal	\$56,275 - \$98,482
Senior Director	\$67,531 - \$115,928
Director	\$50,648 - \$107,486
Assistant Director/CSE Chair	\$50,648 - \$95,668

- b. The following salary ranges are established for positions in the Technical/Managerial Chapter:

Research/Evaluation Coordinator	\$45,020 - \$90,041
Architect	\$45,020 - \$90,041
Senior Applications Specialist	\$45,020 - \$90,041
Network Administrator	\$45,020 - \$90,041
Purchasing Agent	\$34,891 - \$58,527

- c. Unit members shall have their salary as of December 31, 2003 increased by 3.95% as of January 1, 2004, except that anyone whose salary exceeds the salary range for his/her position will receive no salary increase.

Unit members shall have their salary as of December 31, 2004 increased by 3.95% as of January 1, 2005, except that anyone whose salary exceeds the salary range for his/her position will receive no salary increase.

Unit members shall have their salary as of December 31, 2005 increased by 3.95% as of January 1, 2006, except that anyone whose salary exceeds the salary range for his/her position will receive no salary increase.

Unit members shall have their salary, as of December 31, 2006, increased by 3.95% as of January 1, 2007, except that anyone whose salary exceeds the range for his/her position will receive no salary increase.

Section 2.

If an individual's original date of employment to a position within this negotiating unit occurs in the first quarter of the calendar year, the individual shall receive the full salary increase provided in this Article for the following calendar year; if the original date of employment was in the second quarter of the calendar year, the individual's salary shall be increased by two-thirds of the salary increase provided for in this Article for the following calendar year; if the original date of employment was in the third quarter of the calendar year, the individual's salary shall be increased by one-third of the salary increase provided in this Article for the following calendar year; if the original date of employment was in the fourth quarter of the year, the individual's salary shall not be increased for the following calendar year.

In calculating such percentages, the figure shall be rounded upward to the nearest one-half percent.

Section 3. Salary Payment Plans

Ten- [10] and eleven- [11] month employees may elect to be paid on a twelve- [12] month salary plan, receiving twenty-six [26] equal pay checks per calendar year. Unit members must request such election annually by notifying the Payroll Office in writing on or before December 15. The election remains in effect for the calendar year January 1 through December 31.

Section 4. Direct Deposit

Voluntary direct deposit of payroll checks shall be provided to unit members no later than September 1, 1996.

ARTICLE 27 **WORK INCENTIVE**

Section 1.

An employee who wishes to take advantage of this Work Incentive must make an affirmative written request to the District's Human Resources Office at the same time their notice of intent to retire is submitted.

Section 2.

Any employee will be eligible for the Work Incentive after January 1, 1982 only if that employee retires at the end of that employee's employment year in which that employee meets the following qualifications:

- a. Fifty-five [55] years of age;
- b. Twenty [20] years of credited service under the New York State Teachers' Retirement System; and
- c. Ten [10] years of employment in the District.

Section 3.

If an employee is eligible for the Work Incentive and makes the required written application, the District will credit such employee with a number of dollars equal to \$50 multiplied by the number of unused sick days that employee had to his or her credit as of the effective date of his or her retirement. In no way may this amount exceed \$10,000.

Section 4.

To earn this credited amount under the Work Incentive Program, the employee will be required to provide services to the District after retirement and will be paid for those services at a rate agreed upon by the District and the retiree. In no event may a retiree earn more than \$5,000 in any given school year under this provision. The nature and scope of the work to be performed by the retiree will be determined by the District. In the event the retiree is offered work under this provision and declines such offer, then the amount of money which would have been earned had the offer been accepted will be deducted from any remaining accumulated amounts to that retiree's credit.

Section 5.

It is understood and agreed that no portion of this Article will be subject to the Grievance Procedure under this Agreement.

ARTICLE 28
PERFORMANCE APPRAISAL

Section 1.

The Administrators' Association of Rush-Henrietta recognizes the right of the Chief School Officer to appraise the performance of its members.

The parties agree that a formal evaluation process will be used for administrators, beginning with a mutual goal-setting process. Each supervisor will schedule one or more meetings with each administrator under his/her supervision for the purpose of mutually establishing routine responsibilities, goals and priorities to be undertaken. It is understood that these routine responsibilities, goals, and priorities will be set forth in writing by the supervisor, and will form the basis for the administrator's year-end evaluation. During these planning meetings, supervisors will also raise issues of concern, which the administrator needs to address, if there are any. It is understood that the supervisor has a responsibility to provide assistance to the administrator in addressing these concerns.

The year-end evaluation will be completed by August 1, although it is understood that periodic meetings to discuss work and work performance will take place during the year at the initiation of either party. It is understood that routine responsibilities, goals and priorities established at the beginning of the year may be modified in writing by mutual agreement of the parties during the year. The year-end evaluation will include a written overall assessment of the administrator's progress in meeting the agreed-upon routine responsibilities, goals and priorities.

The year-end evaluation meeting will also include time for the administrator and supervisor to begin developing routine responsibilities, goals and priorities for the next school year. Every effort will be made to complete the mutual goal-setting process before the new school year begins.

We recognize that there may be times when the administrator and supervisor are unable to reach agreement on routine responsibilities, tasks and priorities. When this occurs, the administrator and supervisor will call on the AARH President and Director of Human Resources to jointly provide assistance in resolving the differences. It is understood that the year-end written evaluation is the responsibility of the supervisor, after following this process. The administrator may file a written response to the evaluation. Such response shall be attached to the evaluation and stored in the administrator's personnel file.

Section 2.

The parties recognize that there may be times when performance concerns emerge about an individual administrator. When this occurs, the supervisor is responsible for notifying the administrator of the specific nature of such concerns. As soon as possible thereafter, but no later than one [1] month after notification, the administrator and the supervisor will jointly develop a written improvement plan which is designed to address the concerns and to elicit improved performance from the administrator. This plan may also include a listing of resources and opportunities which the district will make available to the administrator [e.g., conferences, visitation, mentoring] as strategies for improvement.

Regular meetings which are mutually agreed upon by both parties at the onset of the process will be scheduled between the administrator and supervisor to monitor progress toward improvement. The supervisor will provide the administrator with a timely written summary of each meeting.

Ideally, the improvement plan will end when the performance concern has been resolved. If the performance improvement plan does not achieve desired results, it can be extended by mutual agreement or the supervisor may recommend to the Superintendent withholding part or all of the annual salary increase, as long as the administrator has been on an improvement plan for a minimum of six months [or 120 days on the instructional calendar for principals, assistant principals and ten month instructional directors]. The administrator shall receive written notification no later than December 15 of a decision from the Superintendent to withhold a salary increase.

If the administrator disagrees with the recommendation, he/she may appeal to a joint committee consisting of an equal number of at least two Association and District representatives. The joint committee shall take into account the clarity and reasonableness of expectations placed on the administrator and the extent of assistance provided to the administrator by his/her supervisor. The joint committee shall also recognize the level of initiative and responsibility which the District has a right to expect from administrators in the performance of their duties. A majority vote of the committee is required in order to reverse a decision to withhold a salary increase. Decisions of the joint committee shall be final and shall protect the privacy of all parties involved.

ARTICLE 29 **EMPLOYEE ASSISTANCE PROGRAM**

The District will provide an Employee Assistance Program [EAP] for unit members. The EAP should be available for difficulties including, but not limited to, emotional or mental stress, chemical dependency, family and marital issues and financial problems. Employees and their dependents should be encouraged to seek help voluntarily through the EAP. The Superintendent or his designee may refer the employee to the EAP as part of a job performance remediation effort. Employees are

assured that involvement with EAP will be strictly confidential and no record of the involvement may become part of the employee's personnel record.

ARTICLE 30
COMPLETE AGREEMENT CLAUSE

Section 1.

The Superintendent and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

Section 2.

The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 3.

The Superintendent and the Association agree that to promote a stable relationship, neither party shall, for the duration of this Agreement, be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered by this Agreement.

Section 4.

If, during the term of this Agreement, the District adopts a change in an existing District-wide insurance plan which is currently applicable to individuals covered by this Agreement, such change shall be made applicable to such individuals covered by this Agreement. Similarly, if the District adopts and implements a new insurance program on a District-wide basis during the term of this Agreement, such new program shall be made applicable to the individuals covered by this Agreement.

The foregoing shall be subject to the specific terms of the changed or new programs.

ARTICLE 31
SAVINGS CLAUSE

This Agreement and all provisions contained herein are subject to all applicable laws. In the event that any Article, or any Section of any Article, of this Agreement is held by a court of competent jurisdiction to violate any such applicable law, said Article, paragraph or Section shall be rendered null and void but the remainder of this Agreement shall remain in full force and effect as if the violative portion had not been part of this Agreement.

ARTICLE 32
DURATION

The provisions of this Agreement, except as otherwise specifically provided, shall become effective as of January 1, 2004 and shall continue in full force and effect through and including December 31, 2007 and, unless either party gives written notice to the other at least 130 days but not more than 150 days prior to December 31, 2007 requesting to modify, amend or renegotiate this Agreement, then, in that event, said Agreement shall continue in full force and effect from year to year thereafter

unless such notice is given not less than 130 days but not more than 150 days prior to the end of such subsequent calendar year.

As agreed upon this 15th day of March, 2004.

Superintendent,
Rush-Henrietta Central School District

President,
Administrators' Association of Rush-Henrietta

APPENDIX A

HIGHLIGHTS OF GROUP LONG-TERM DISABILITY PROGRAM

BENEFIT AMOUNT:	60% OF SALARY
BENEFIT MAXIMUM:	\$6,000
BENEFIT PERIOD: for	To age 65 for Accident and Sickness; beyond age 65 employees disabled after age 60.
ELIMINATION PERIOD:	90 days [calendar]
ELIGIBILITY:	All active full-time administrators
BENEFIT REDUCTIONS:	Compulsory programs, primary and family Social Security awards, some pension benefits.
EVIDENCE OF INSURABILITY: basis;	None; coverage is provided on a guaranteed-issue no medical.
DEFINITION OF DISABILITY:	For Administrators, "own occupation", entire benefit period.
EXCLUSIONS:	War, rebellion, self-inflicted injuries.
PARTIAL DISABILITY PROVISION:	Yes, in own and other occupation. Disability benefits based on per cent of loss does not require a period of total disability to qualify.
PRE-EXISTING CONDITION:	Must be covered for twelve [12] months for a condition treated within three months of the effective date.
COLA:	Benefit is increased by 2% per year to help keep pace with inflation.

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