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#### **Contract Database Metadata Elements**

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**Collective Bargaining Agreement**

between

**Wellsville Central School  
Administrators Association**

and

**Wellsville Central School District**

**July 1, 2004 - June 30, 2007**

**RECEIVED**

DEC 14 2006

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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**Collective Bargaining Agreement**  
**between**  
**The Wellsville School Administrators Association**  
**and**  
**The Wellsville Central School District**  
**July 1, 2004 through June 30, 2007**

**ARTICLE 1**                    **RECOGNITION AND**  
**MISCELLANEOUS PROVISIONS**

**Section 1**

The Board of Education recognizes the Wellsville School Administrators' Association for the purposes of collective negotiations pursuant to the Public Employees' Fair Employment Act and agrees to negotiate with said Association as the exclusive representative of the school district's academic administrators other than the Superintendent, including not only current building principals and assistant principals and district-wide academic administrators but also any new persons placed in either existing positions or new academic administration positions created during the life of this agreement.

**Section 2**

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment of this Agreement. Before the Board adopts a change in policy which affects wages, hours or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board provided that it files such a request with the Board within five (5) calendar days after receipt of said notice.

**Section 3**

The Agreement shall supersede any rules, regulations or practice of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

## **Section 4**

Any individual arrangement or agreement between the Board and an individual administrator, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement or agreement contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

## **ARTICLE 2                    DEFINITIONS**

1. The word "Association" as used in this Agreement shall mean the Wellsville School Administrators' Association.
2. The word "Board" as used in this Agreement shall mean the Board of Education of the Wellsville Central School District of Allegany County, NY.
3. The words "terms and conditions of employment" as used in this Agreement are defined as in Section 201 of the New York State Public Employees' Fair Employment Act.
4. The two parties to this Agreement are the Superintendent and the Association.

## **ARTICLE 3                    PROTECTIVE PROVISIONS**

If any provision of this Agreement or any application of this Agreement shall be found to be contrary to law, then such provision or application shall be deemed invalid and null, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

## **ARTICLE 4                    NEGOTIATION PROCEDURES**

It is agreed that terms and conditions of employment provided in this Agreement shall remain in effect until the ratification of a new agreement. The parties accordingly agree to cooperate in arranging future meetings, selecting representatives for discussion, furnishing appropriate information, and otherwise constructively considering and resolving any matters pertaining to this Agreement.

## **ARTICLE 5                      DURATION**

This agreement between the Board and the Association becomes effective July 1, 2004 and shall be in effect for a three (3) year period, July 1, 2004 through June 30, 2007.

## **ARTICLE 6                      BENEFITS**

### **Section 6.1**

Medical benefits - Medical benefits in effect prior to July 1, 1996 will be continued through the life of this contract. The employee may opt out of this coverage upon proof of other medical coverage. If the administrator elects to take the self-funded PPO plan, he/she will contribute 5% of the cost (the contribution only applies to Section 6.1). If he/she elects to participate in the POS plan he/she will not contribute toward the cost of the plan. If the employee chooses the POS option in place of the Self Funded insurance plan, he/she will receive 50% of the savings which he/she can opt to have placed directly in his/her 403b account.

### **Section 6.2**

The District will provide one thousand two hundred dollars (\$1,200) per Administrator per year to fund dental/optical coverage, disability insurance or life insurance for the administrator and/or his/her immediate family (husband, wife, son, daughter). The amount not expended will be placed in the administrator's 403b account at the end of the year.

### **Section 6.3**

The District will provide a \$10-4-2 prescription plan for each administrator and/or his/her immediate family. (\$10 brand names, \$4 generic, and \$2 mail order)

### **Section 6.4**

An administrator may place a maximum amount of three thousand dollars into a flex plan for medical services.

### **Section 6.5**

By law, a portion of the Administrator's salary may be placed in a 403-b account. This will be done upon submittal of the proper paperwork to the district payroll office. The amount will be determined by the Administrator.

## **Section 6.6**

(A) Sick leave benefits will be provided at the rate of twenty (20) days per year for all 12 month employees up to a maximum of 220 days.

(B) Upon accumulation of the maximum number of sick days, any sick days will be deducted from the current year's sick leave allocation prior to deducting from the maximum accumulated days.

(C) Sick leave may be used for illness of the Administrator or illness or death in the family. (Family is defined as husband, wife, children, parents, parent(s) of husband/wife and their children).

(D) A mutually agreed upon sick bank will be added as a Memorandum of Agreement once the Administrators, Board of Education and Confidential Managerial employees work out the details.

## **Section 6.7**

Three (3) personal business days will be allowed for each Administrator. Personal business days are not cumulative from one year to the next and will be converted to sick leave days if not taken within each school year.

## **Section 6.8**

All administrators who have to use their cars to attend Superintendent approved conferences, workshops or other school business will be reimbursed at the allowable I.R.S. rate per mile. Claims for reimbursement of mileage must give the total mileage, date, destination, purpose of the trip and person consulted. The total claim should be itemized if it includes more than one trip. Other authorized expenses may be added in the total claim for each trip. Itemized receipts must be attached for payment to be rendered. If the school car is available, administrators shall use this vehicle. If an administrator chooses not to use the school car, there will be no reimbursement for mileage. The District will fund meals for any administrator sent to a conference or work related activity at the rate of \$38.00 per day.

## **Section 6.9**

Professional Improvements: Administrators will be reimbursed for actual tuition charges paid for up to six (6) hours professional graduate study per year, professional oriented workshops or conferences upon prior approval of the Superintendent and presentation of evidence showing successful completion. The Board or Superintendent may suggest conferences or professional improvement courses he/she may deem necessary. Administrators may carry over unused hours to subsequent school years for reimbursement (up to the maximum of six (6) hours per year) for the duration of the contract through June 30, 2007.

### **Section 6.10**

Payroll Deductions - The Board shall provide for deductions into a savings account or for direct deposit of paychecks to any bank with an office in Wellsville upon written request of the administrator.

### **Section 6.11**

Employees can opt for a \$1,500 buyout of health insurance if they have coverage through another source. This buyout will be paid via the payroll in March, June, and November at \$500 each. This option is due by 12/31 of the preceding year.

## **ARTICLE 7                      SALARY**

The administrators will receive annual salary increases of 5.0% for the period of July 1, 2004 to June 30, 2005; 5.0% for the period of July 1, 2005 to June 30, 2006; and 5.0% for the period of July 1, 2006 to June 30, 2007. The pool of money can be distributed as determined by the Administrators. After the first year of the contract, the District Office will need to be notified by June 15<sup>th</sup> how the money will be divided. If they are not notified by that time, the increase will be divided equally.

### **Section 7.1**

Administrators shall be eligible for longevity salary increases at the fifteenth (15<sup>th</sup>), twentieth (20<sup>th</sup>) and the twenty-fifth (25<sup>th</sup>) year of service in the Wellsville School District and will receive \$650.00 longevity step throughout the life of this Agreement.

### **Section 7.2**

A one thousand dollar (\$1,000) increase in salary will be granted for the first Doctoral degree earned while employed by the Wellsville Central School District.

### **Section 7.3**

In the last working year, the salary increase shall be equal to ten (10) percent of the gross salary of the preceding year. This method, for that year, would replace any existing method of salary increase calculation. This provision only applies to individuals who were employed as administrators in the District before July 1<sup>st</sup>, 2004.

### **Section 7.4**

Administrators who change positions during the school year may negotiate a salary for the new position individually or through the Wellsville School Administrators Associations.



## **ARTICLE 8                      PROFESSIONAL DUES**

The District will pay dues for membership in appropriate professional organizations up to a maximum of \$250 per administrator per year. In addition, the District will pay full dues for each administrator to maintain membership in the School Administrators' Association of New York State (SAANYS).

## **ARTICLE 9                      PHYSICAL EXAMS**

Members of the Administrators unit shall receive a complete physical examination including a stress test at least once every three years until the age of fifty (50) and thereafter once every year at the expense of the district. A report from the physician will be placed in the Administrator's personnel file.

## **ARTICLE 10                      VACATION TIME**

### **Section 10.1**

The Administrator will receive thirty (30) days of paid vacation which are to be taken during school break, during the months of July and August, and at other times when approved by the Superintendent. In addition, the administrators will have the following paid holidays; President's Day, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, MLK day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, and one (1) extra day will be given during Easter or Spring vacation, providing that school is not in session.

### **Section 10.2**

Five (5) days of vacation may be carried over into the next school year if the Administrator requests this carry over in writing prior to June 15\* (For the 2004-05 school year, the deadline for requesting carry over will be two weeks after the ratification of this agreement, and the administrators will be able to carry over up to 10 vacation days for that year only.)

### **Section 10.3**

Upon termination or retirement, each employee shall be allowed to take his or her accrued vacation days.

### **Section 10.4**

If an employee should die while employed by the employer, his or her vacation pay shall be paid to the employee's beneficiary or estate if there is no beneficiary on record.

## **Section 10.5**

When a holiday falls on a Saturday or Sunday, the employer shall decide upon the most convenient Friday or Monday to be taken off by the administrators. The employer shall make the decision two (2) weeks prior to the holiday.

## **ARTICLE 11                      WORK YEAR**

All Administrators will work twelve (12) months during the year, starting on July 1st and ending on June 30th.

## **ARTICLE 12                      RETIREMENT CLAUSE**

### **Section 12.1**

In the event that an Administrator chooses to retire during the life of this agreement, the following terms will apply. In the last working year, a retirement bonus of ten (10) percent of the preceding year's gross salary shall be awarded and distributed in a fashion mutually agreed upon by the Superintendent and the individual Administrator. The amount is not to exceed ten (10) percent, and the distribution method should be made known upon notification of retirement. An administrator would be eligible for Section 12.1 after 5 years as an administrator at Wellsville. However, if an administrator has worked for the district in another full time capacity, 2 years of that previous service would count to those 5 years.

### **Section 12.2**

Unused sick leave will be paid at a rate of thirty dollars (\$30) per day up to a maximum of two hundred and twenty (220) sick days. This amount will be paid as a cash payment or may be escrowed to pay for health insurance premiums in retirement. If the retiring Administrator puts the allowance into an escrow account for health insurance premiums in retirement, the District will match that escrow amount.

#### **Section 12.2.1**

Any unused escrow account funds at the time of retired Administrators' death, shall remain in escrow to be used for the spouse's health care plan premium; or at the spouse's option, the administrator's contribution in the escrow account, can be withdrawn as a cash payment. If the latter is the case, health care coverage for the spouse would continue, but the premium would be the insured's responsibility.

#### **Section 12.2.2**

Unused vacation days will be paid at the rate of one two hundred and fortieth (1/240) per

day of the final year's salary up to a maximum of twenty-five (25) days. This amount may be added to the escrow amount, but there is no match of the vacation amount. Employees hired prior to July 1, 2004 will be paid at the rate of one two hundred and twentieth (1/220) per day of the final year's salary.

### **Section 12.3**

An Administrator, to be eligible for this retirement incentive, must retire no later than the close of the school year in which the administrator turns sixty (60) years of age. Failure to retire by age sixty (60) will mean that the Administrator will forfeit all retirement benefits in Article 12.

### **Section 12.4**

Upon retirement, the District will provide the cost of a single premium for health insurance, including prescription co-pay, through age sixty-five (65) or until the Administrator becomes eligible for disability or Medicare coverage. If the Administrator wishes family coverage, he/she will pay the difference between the single premium and the family premium. Money placed in escrow for the Administrator is for the payment of the health insurance premium. The Administrator shall have the right to continue participation in the school health plan and the spouse of a deceased administrator shall have the right under COBRA law to continue for eighteen (18) months. At the end of the eighteen (18) months the spouse of the deceased Administrator shall apply to the Board of Directors of the health insurance plan for continuation of the plan. If the spouse is accepted into the plan, any escrow money left by the administrator shall be applied toward payment of the spouse's health premiums. Any decision by the Board of Directors will be final and binding. An administrator would be eligible for Section 12.4 after 5 years as an administrator at Wellsville. However, if an administrator has worked for the district in another full time capacity, 2 years of that previous service would count to those 5 years.

### **Section 12.5 Retirement Enhancement**

This Retirement Enhancement applies to Administrators Sandy Keough and Connie Synakowski. The benefits of this enhancement are as follows:

Administrators Sandy Keough and Connie Synakowski may choose one of the options outlined below. No other administrators are eligible for this benefit, and the provisions of this enhancement will terminate upon the fulfillment of the conditions herein. This enhancement can be exercised anytime prior to June 30, 2007. If either administrator participates in this Retirement Enhancement, they forego participation in Sections 12.1 and 12.4 of this Agreement. They may also choose to forego participation in this Retirement Enhancement and thus would remain eligible for all other provisions outlined in Section 12 of this Agreement. The options under this Retirement Enhancement are:

- (a) 50% of the final year's salary paid as a lump sum bonus in the final year of employment; or placed in a 403b Discriminatory Government Plan; or

- (b) A family health insurance policy, including prescription co-pay, for five (5) years after retirement through a District sponsored health plan. Upon the death of either the retiree or spouse, a single policy will remain in effect for the balance of the five (5) years.

## **ARTICLE 13                      LEAVES OF ABSENCE**

### **A. Leave with full pay**

1. Sick Leave - For illness - "immediate family" means: spouse, child, parent and parent of spouse or any relative permanently residing in the household. Leave for an illness of a relative, not in the "immediate family" may be requested in writing to the Superintendent. The Superintendent, at his discretion, may grant a leave. The Superintendent's decision is not subject to the grievance procedure.
2. For death - "immediate family" means: spouse, child, parent and parent of spouse, grandparents, grandchildren, aunt, uncle, brother, sister, or any relative permanently residing in the household.
3. Court Appearances: Full pay, less any pay received, shall be granted for absence resulting from compliance with requirements of the court if the administrator attends the court under subpoena or as a witness in a case to which he is not a party or for jury duty. It shall be the responsibility of the staff member to notify the Superintendent of Schools upon receipt of a notice to appear.
4. For Maternity Purposes: an administrator may use all or part of their sick leave for maternity purposes based on the following qualification:
  - (a) An administrator will be allowed to use sick leave for maternity purposes based on a doctor's excuse which determines when the administrator can no longer perform her duties as an administrator and ends with a doctor's excuse which determines when the administrator is physically able to return to work.

### **B. Leave without pay**

1. Maternity/Adoption/Child-Rearing Leave:
  - (a) The administrator shall use the following procedure when requesting maternity child-rearing or adoptive leave:
    - (i) The administrator shall give written notice to the Superintendent of Schools requesting the leave with five (5) months notice so that the Superintendent may acquire an acceptable substitute administrator and inform the Board.
    - (ii) If medical information is supplied to the Superintendent of Schools, it shall be held in confidentiality when seeking resolution from the Board granting

the leave.

(b) Length of Leave:

(i) Maternity, child-rearing or adoption leave shall not exceed one (1) calendar year.

(c) Once the administrator returns to work after the maternity, child-rearing or adoption leave:

(i) The administrator will be entitled to return to his/her former position, or if this position has been abolished, then another position according to New York Education Law.

(ii) The administrator will return to the same salary if they work 120 days or less during the school year, but they will receive the negotiated annual increase if they worked 121 or more days.

(iii) The administrator, prior to leaving or on his/her return from leave will receive pro-rata sick or personal days or other benefits.

(d) During the maternity, child-rear, or adoption leave:

(i) Individuals who qualify for leave under the Family Medical Leave Act of 1993 may receive up to twelve (12) weeks of paid health insurance benefits. When the need for such leave is foreseeable a thirty (30) day notice must be given to the employer.

(ii) The administrator will not receive compensation, health insurance or other benefits (beyond those provided by the Family and Medical Leave Act), or other benefits; however,

(iii) The administrator may retain health insurance benefits provided the administrator pays the appropriate premium through the District Business Office

## **ARTICLE 14                      EVALUATION**

A mutually agreed upon written evaluation format will be developed and include administrator goals and objectives. The Superintendent will conduct all administrator evaluations.

## **ARTICLE 15                      PERSONNEL FILE**

### **Section 1**

No material shall be placed in any administrator's personnel file unless the administrator

receives a copy of same. The official file shall be available for inspection and written comment by the administrator and/or his or her representative.

## **Section 2**

No material of a derogatory nature will be placed in the administrator's personnel file without prior knowledge of the administrator. Two copies of any such material shall be given to the administrator. The administrator shall sign both copies, keep one copy and return the other copy which is to be placed in the personnel file. Signing of this material only indicates that the administrator has seen the material, but does not necessarily mean agreement with the content. No comments will be added after the administrator has affixed his/her signature. The refusal of an administrator to sign does not prevent entering material in the folder and such refusal shall be noted on the document.

# **ARTICLE 16**                    **GRIEVANCE PROCEDURE**

## **Section 1 - Declaration of Policy**

In order to establish a more harmonious and cooperative relationship between administrators and members of the Board of Education, which will enhance the educational program of the Wellsville Central School District, it is hereby declared to be the purpose of these procedures to provide a means for prompt, equitable solutions of differences at the lowest possible administrative level, as they arise. The aim is to secure equitable and proper treatment of Members of the administrative negotiating unit pursuant to this Agreement.

## **Section 2 - Definitions**

- 16.2.1 Administrator shall mean any employee whose terms and conditions of employment are governed by the terms of this Agreement.
- 16.2.2 Aggrieved Party shall mean any administrator or group of employees claiming a violation, misinterpretation, or misapplication of the terms of this Agreement. The Association shall be deemed an aggrieved party in those instances where there is an alleged violation, misinterpretation, or misapplication of the Agreement and the grievance is not brought forward by an association representative.
- 16.2.3 Grievance shall mean any claim brought by an employee, a group of employees, or the Association of a violation, misinterpretation, or misapplication of the terms of this Agreement. No grievance will be entertained as described below, and such grievance will be deemed waived, unless appropriate aggrieved party knew or should have known of the act or condition on which the grievance is based.

16.2.4 The grieving party or association representative shall mean the administrator responsible for the area in which a grievance arises

### **Section 3 - Grievance Procedures**

16.3.1 Informal Stage - The aggrieved party shall orally present the grievance to the Superintendent, who shall orally and informally discuss the grievances at the Informal Stage within 10 school days of the initial presentation. If such grievance is not satisfactorily resolved at the Informal State, the aggrieved party may proceed to the Second Stage.

16.3.2 Second Stage - The Second Stage shall consist of a written request by the aggrieved party, made within the next five school days, for a review and determination of the grievance by the Board of Education. Within thirty (30) days, the Board shall hold a hearing on the grievance. The final determination at the Second Stage of the grievance procedure shall be made by the Board of Education within the next ten school days after this hearing.

16.3.3 Arbitration - In the event the aggrieved party is not satisfied with the decision at the Second Stage, or a decision has not been made at that stage within the prescribed time, then and in that event within the next 10 school days the aggrieved party may, after first notifying the Superintendent in writing, request that the Association submit the grievance to the American Arbitration Association for the assignment of an arbitrator pursuant to the Voluntary Arbitration Rules.

Said arbitrator shall issue his decision no later than 14 days from the date of the closing of a hearing initiated by him, or if an oral hearing has been waived by the aggrieved party, then from the date of transmitting the final statements and proofs to said arbitrator. The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions. Issues that have not been negotiated and included in this Agreement are completely under management jurisdiction. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement, and he shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way;

- (a) the terms of this Agreement;
- (b) any law or rule, regulation, or decision having the effect of law applying to this Agreement;
- (c) The powers, duties, and responsibilities of the Board of Education as stated in any law or rule, regulating, decision, or opinion having the effect of law, and in the by-laws and policies adopted by said Board pursuant thereto.

The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this grievance procedure, will be accepted as final by the parties to the dispute and both will abide by it.

The arbitrator's fee and related costs will be shared equally by the aggrieved party and the Board of Education.

**ARTICLE 17                    EXTRACURRICULAR/COACHING POSITIONS**

Administrators have the right to apply for annually posted extracurricular/coaching positions in accordance with established district procedures and timelines.

This agreement is acceptable to both parties and has been ratified by the Board of Education resolution on Dec. 20, 2004

Sandra J. Keigh  
Administrative Representative

Date: 12/22/04

Byron M. Chandh  
Superintendent

Date: 12/22/04

Sandra L. Dillie  
President, Board of Education

Date: 12/22/04



