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Employer Name: **Saranac Lake Central School District**

Union: **Saranac Lake Supervisory Unit**

Local:

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BCF | 6117

AGREEMENT

BETWEEN

SARANAC LAKE CENTRAL SCHOOL DISTRICT

AND

SUPERVISORY UNIT

July 1, 2005 - June 30, 2008

RECEIVED

DEC 05 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

4

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ARTICLE I

Preamble

The Saranac Lake Central School District Board of Education, hereinafter referred to as the "Board" and the Saranac Lake Central Supervisory Unit hereinafter referred to as the "Supervisors", declare it to be their mutual policy that in order to promote harmonious labor relations within the Board and its employees, the principle of collective bargaining is to be employed pursuant to the New York State Public Employee's Fair Employment Act and that no Article or Section in this contract is construed to be in any violation of the New York State Civil Service Law and/or the New York State Education Law.

ARTICLE II

Recognition

Section 1. The Board agrees that the Saranac Lake Central School District Supervisory Unit shall be the sole and exclusive representative for the following Supervisors:

Supervisor of Buildings and Grounds

Transportation Supervisor

Cafeteria Manager

Purchasing Agent

Section 2. The Saranac Lake Central School District Supervisory Unit affirms that it does not assert the right to strike against the employer to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

ARTICLE III

Collective Bargaining Unit

The Saranac Lake Central School District Board of Education hereby recognizes the Saranac Lake Central School District Supervisory Unit as the sole and exclusive bargaining agent for all supervisors in the unit. Said bargaining unit includes all the Supervisors' employees of the Saranac Lake Central School District as mentioned in Article II, Section 1.

If a new position is created that the Board and the Unit agree should be represented by the Supervisor's Unit, the position will be immediately treated as though the position were listed in Article II - Recognition.

However, management will have salary discretion for new positions, and also any replacement personnel for existing positions for the first full fiscal year of employment.

For any remaining years left on the agreement, after management has established the salary, the employee will receive the same salary increase as the other employees in accordance with this Agreement.

ARTICLE IV

Negotiating Procedures

Section 1. The designated negotiating representatives of the Board will meet with the Supervisory Unit or their representative(s) for the purpose of discussion and reaching a mutually satisfactory agreement .

Section 2. On or before January 1 of the year the agreement expires, either party may request a meeting to open negotiations. A mutually acceptable date shall be set within fifteen (15) days of the date of the request.

ARTICLE V

Health Insurance

Section 1. The Health Insurance benefits granted to the Supervisory Unit are consistent with all employees in the District. Coverage is under the Franklin-Essex-Hamilton School Districts Health Insurance Consortium. See Article IV CSEA agreement.

Section 2. If another health insurance plan is found to be better than the present one, the District agrees to meet and discuss with representatives of all employee bargaining units for the purpose of examining such a new plan.

ARTICLE VI

Retirement

Section 1. The Board agrees to enroll Supervisory employees in the Employees' Retirement System, Section 75i. District and employee contributions will be in accordance with ERS regulations.

Section 2. The Board agrees to grant supervisors retiring with at least TEN (10) years of service in a supervisory position in the District payment as follows:

1% x # of Years worked in Position (**Max 27%**) x Annual Salary
Plus 20% of Accumulated Sick Time @ Daily Rate.
Maximum Cap of \$33,000.

Death will be treated as a retirement if the Supervisor was still under a school district contract at current per diem rate.

Section 3. **In order to be eligible for any retirement incentives, the supervisor must provide the Board of Education with a letter of retirement forty-five (45) days prior to his/her retirement. The supervisor may rescind his/her letter of retirement at any time prior to thirty days (30) for any reason. In addition, the supervisor will still be eligible for any and all retirement incentives without notice when faced with life altering events.**

Section 4. **The District will opt into Section 41(j) of the Employees Retirement System granting service credit for unpaid sick time at retirement.**

ARTICLE VII

Vacations

Section 1. Each 12 month Supervisor shall be granted and allowed the following vacation time:

- Two weeks after one year of employment
- Three weeks after five years of employment
- Four weeks after ten years of employment
- Five weeks after twenty years of employment
- Six weeks after twenty-five years of employment

*NEW NEG
- unused vacat
To sick time*

When a holiday falls in a vacation period, an additional day off shall be granted.

Section 2. Supervisors hired after the school year commences shall be granted vacation at one day for each month until the school year expires. The first year shall not exceed ten days. Then they shall accrue vacation as under Section 1, this Article. Vacations shall be reasonably allowed when earned contingent upon the operation requirements of the school district. If not allowed when earned, then vacations must be taken within twelve months of such earned date. Supervisors may elect to work vacations, with approval of the Superintendent, thereby being paid double for the time worked.

Section 3. Earned vacation time shall be paid upon retirement or termination of employment.

Section 4. All vacations shall be granted using seniority as a guideline.

Section 5. Each Supervisor shall receive notice of accrued leave and vacation credit due by December 1 of the fiscal year.

ARTICLE VIII

Leaves

Section 1. All Supervisors will receive 22 sick days per year, such earning can be accumulated to 250 days. The District agrees to "buy back" at a rate of \$150.00 per day up to a maximum of 22 days during the period of this contract over the accumulated sick time of 225 days.

Section 2. Sick Leave Bank:

The Board agrees to allow the Supervisory Unit permission to establish a Sick Leave Bank (SLB) with the following conditions:

- A. Each Supervisor may voluntarily join the Sick Leave Bank (SLB) and once annually, at the beginning of each fiscal year, contribute a number of sick days to be agreed upon by the members, until the SLB maximum of 50 is reached. Each member must sign an authorization to allow the District to deduct the days from his/her accumulated sick leave.
- B. Supervisors desiring to take time from the SLB must get approval from the Supervisory Unit and also must first exhaust all other forms of leave including vacation.
- C. Request to take time from the SLB must be made in writing to the Supervisory Unit.
- D. The SLB will be managed by the Supervisory Unit with the tabulation of additions and subtractions of days managed by the administration.

Section 3.

A. Personal Leave

1. Each Supervisor shall be allowed up to five (5) days of personal leave each school year without the loss of pay for the purpose of transacting or attending to personal or legal business which cannot be conducted after regular working hours.
2. Personal leave shall not be cumulative, but shall be added to cumulative sick leave if such leave is unused at the end of the school year.
3. Any Supervisor who may desire to use more personal leave than granted in this section may apply to the Superintendent at least one week in advance. The reason (s) for requesting such leave will be stated.

B. Bereavement Leave

1. Five (5) days per occurrence will be granted in the event of death of a Supervisor's spouse or child (ren), parent (s), grandparent (s), grandchild (s) , siblings or guardian.
2. For death involving relatives of the Supervisor other than those covered in B1, such leave shall be deducted from the Supervisor's sick leave or if no other form of accrued leave is available, said Supervisor shall be granted a leave of absence without pay.
3. It is understood that such bereavement leave is granted for the sole purpose of allowing the Supervisor time off to participate personally in the services held for and/or to manage the details relating to the service and burial of the decedent.
4. Bereavement leave is not cumulative.

C. Serious Illness Leave

1. Up to five (5) days total per year in the event of a serious illness (prescribed bed confinement by a physician) in the immediate family (limited to Supervisor's spouse, child, parent or guardian) requiring bedside attention of the Supervisor.
2. Any additional time shall be deducted from Supervisor's sick leave.
3. Serious illness leave is not accumulative.
4. Medical proof to verify absence for this purpose may be requested by the Superintendent.

Section 4. A leave of absence without pay not to exceed one (1) year may be granted to any Supervisor by the Board of Education. The Supervisor must state the reason for such leave when the request is made to the Board of Education. Upon the expiration of such leave(s) of absence, the Supervisor shall be reinstated to the position which he/she occupied at the time the leave was granted with the restoration of all benefits previously enjoyed. The Supervisor may be permitted to reduce such leave without pay by the use of any or all applicable earned credits.

Section 5. Military leave shall be granted according to the laws of New York State and the United States.

Section 6. Court Duty, when neither school nor Supervisor are either plaintiff or defendant, and jury leave shall be authorized for any Supervisor who receives official notice to report for jury duty or is subpoenaed. When, in response to a subpoena or direction by proper authority, a Supervisor appears as witness for the Federal Government, the State of New York, or a political subdivision thereof, he shall be entitled to court leave with pay for the period required.

Section 7. Family and Medical Leave

- A. Supervisors who have been employed with the District for at least 12 months and have worked at least 1,250 hours in the last year are eligible to take up to 12 weeks of unpaid leave for the birth or placement of a child, and family or personal illness subject to the regulations implementing the Family and Medical Leave Act (FMLA).
- B. The District shall substitute any accrued paid leave of the employee (serious illness, sick, personal or vacation as appropriate), for the unpaid leave.
- C. Leave taken pursuant to FMLA shall be subject to all FMLA procedures and regulations.

ARTICLE IX

WORKERS' Compensation

Section 1. In the event an employee is determined to be disabled and eligible by the Workers Compensation Board, the following procedure will be followed:

- A. The employee will have his/her sick leave charged for each day of absence for all time missed as a result of the accident.
- B. The employee will indemnify and reimburse the District for all Workers Compensation benefits as may be paid to or received by the injured employee. The reimbursements or indemnity shall only be required to the extent of payroll benefits paid during the period of disability.
- C. Health Insurance premiums will be paid, subject to the possibility of a waiver of premium, by the employee during this period of disability.
- D. When the Workers Compensation Board reimburses the District or the employee remits payment in accordance with "B" above, the District will reinstate all sick days previously deducted as a result of the accident.

ARTICLE X

Other Time Off

Section 1. Supervisory Unit members shall be granted reasonable time off with pay for the purpose of representing the Supervisors Unit at conferences, workshops, and conventions. No more than two (2) Supervisors shall be granted time off at any one time and time off occasions shall not exceed four (4) times in any one year. Prior approval of the Superintendent is required.

Section 2. Supervisors may be granted reasonable time off with pay for the purpose of attending professional development workshops subject to the prior approval of the Superintendent.

Section 3. All registration fees, etc. for such workshops, as mentioned in Section 2, off premise, shall be paid for by the School District.

Section 4. Duly elected officers of the Supervisors Unit may be allowed reasonable time from their regular duties as may be necessary from time to time to confer with the Superintendent and other administrators for the purpose of mutual understanding and cooperative administration of this agreement.

ARTICLE XI

In-Service Training

Supervisors may be reasonably required to attend in-service training sessions, without additional compensation, to be conducted on school premises outside of regular hours. If such sessions are conducted outside of the District, the District will provide for transportation reimbursement if not using a school vehicle, meals and lodging.

ARTICLE XII

Job Descriptions

Each Supervisor shall be furnished a general job description defining insofar as practicable the duties of said employee in the particular job classification. Supervisors may be required to perform reasonable other duties incident to the position although such duties are not described or specifically defined in the job description.

ARTICLE XIII

Change in Work Conditions

Prior to the adoption by the Board of any proposed policy change or addition which might result in a major or substantial change in the general employment conditions of any Supervisor, except policy changes required by law, such policy shall be discussed with the duly authorized representatives of the Supervisory Unit and agreed upon in writing. This provision shall in no manner prevent the Board from eliminating or changing a job title or position, transferring a Supervisor from one position to another or to another work location or terminating employment. Such change will be submitted to the Supervisory Unit for discussion of the proposed change(s). However, the final resolution and determination of such matters rests with the District.

ARTICLE XIV

Uniforms and Clothing

The Superintendent shall see that suitable uniforms are provided for Supervisors. Suitable foul weather clothing, coveralls and smocks shall be reasonably provided where necessary due to work conditions. The cleaning and maintenance of such uniforms or clothing shall be the responsibility of the Supervisor, reasonable wear and tear expected.

ARTICLE XV

Personnel Files

Section 1. Upon request, a Supervisor shall be permitted to examine his or her official employment and personnel file with the exception of original letters of recommendation. Files may be examined only in the Superintendent's office. No file, or part thereof, may be removed from such office. Copies can be made. Individuals may add pertinent materials to their personnel file.

Section 2. No material derogatory to a Supervisor's conduct, service, character or personality shall be placed in the personnel file unless the Supervisor has had an opportunity to read the material. The Supervisor shall acknowledge that he has read such material by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he or she has read the material to be filed, and does not necessarily indicate agreement with its content. The Supervisor shall have the right to answer any material filed and his or her answer shall be attached to the file copy.

Section 3. **The Superintendent of schools on an annual basis will evaluate all Supervisors. The evaluation will be completed on or before September 6 of each school year. The evaluation form to be used can be found in the appendix D.**

ARTICLE XVI

Holidays

Section 1. All Supervisors shall receive the holidays that fall during their employment. Any work required on these days will be compensated in accordance with Article XVII, Section 2.

Section 2. Holidays to be observed are as follows*:

- | | |
|---------------------------|-------------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Columbus Day |
| 3. President's Day | 9. Veteran's Day |
| 4. Good Friday | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Friday after Thanksgiving |
| 6. Independence Day | 12. Christmas Day |

When the work year consists of additional workdays beyond 260, such days shall be considered paid holidays.

* If school is in session, another day may be taken when school is not in session upon the approval of the Superintendent.

Section 3. When a holiday falls on Saturday or Sunday, these holidays shall be observed on the preceding Friday or the following Monday, and shall be considered non-work days unless school is in session. If a floating holiday falls on a Saturday or Sunday the day will be observed as deemed by the Board of Education. Any Supervisor having to work on these days shall be compensated in accordance with Article XVII, Section 2.

ARTICLE XVII

Salary, Special Work, Overtime, Substitute Work

Section 1. The attached salary schedule is hereby incorporated and made a part of this agreement to be in effect during the District's fiscal year, **July 1, 2005 - June 30, 2008** (See Appendix C)

Section 2. Overtime above and beyond the responsibilities of the position will be considered upon application to the Superintendent, and if approved, will be at time and one half unless work is performed during a holiday or weekend, in which case, pay will be double regular hourly rate.

Section 3. Supervisors shall make diligent effort and shall be expected to report to work on inclement weather days despite the fact that students' attendance may have been canceled. Work on such days is to be performed as the usual day's work at regular pay.

Section 4. A diligent effort shall be made to regularly pay Supervisors bi-weekly, except for the period between the fiscal years when the pay period shall not exceed eighteen (18) days.

Section 5. The District will pay Supervisors who use their own personal automobiles on officially authorized school business at a rate equal but not greater than the prevailing IRS rate. Forms for this purpose (Appendix B) will be available from the Superintendent.

Section 6. When on authorized school business outside the School District, employees shall be reimbursed for mileage, meals, and lodging upon proper voucher or receipt in accordance with the schedule and policies established by the District. A copy of this schedule will be made available upon request.

ARTICLE XVIII

Seniority

Section 1. Before a Supervisor is dismissed for reason of cutback, job abolishment or any other form of attrition, he will be given preference for placement in existing jobs, if any, for which he is qualified. Said abolishment will be done in accordance with the law and other sections of this contract.

Section 2. When a Supervisor terminates his/her employment with the Saranac Lake Central School District, priority will be given to those represented by the Supervisory Unit qualified for the position as determined by the District. **Information included in the Supervisor's annual evaluation may be used in determining qualification.**

Section 3. If a vacancy occurs in a position represented by the CSEA Unit and no CSEA Unit member applies for the position, preference will be given to those represented by the Supervisory Unit qualified for the position as determined by the District. **Information included in the Supervisor's annual evaluation may be used in determining qualifications.**

ARTICLE XIX

Reciprocal Rights

Section 1. Officers and agents of the Supervisory Unit have the right to visit the employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this agreement.

Section 2. The District agrees that the Supervisory Unit shall have the right to represent its members under the Grievance Procedure, such procedure is annexed.

Section 3. The Superintendent shall furnish facilities available for meetings, and the Supervisory Unit shall abide by rules and regulations set forth by the Superintendent.

ARTICLE XX

Physical Examinations

After the initial examination required for employment, an annual physical examination shall be required by the Superintendent and shall be at District's expense when performed by the school physician. Supervisors who utilize the service of the school physician must schedule the examination prior to December 1. If a Supervisor wishes to be examined by his/her own physician, he/she may do so at his/her own expense. If the School physician determines that a Supervisor is physically not qualified for continued employment without additional medical evaluation, the District will provide one (1) additional diagnostic examination for said Supervisor. Any further physical examination and/or the treatment of any medical problem will be the responsibility of the Supervisor.

ARTICLE XXI

Grievance Procedure

Section 1. Definitions

- A. A "grievance" is any alleged violation of this agreement, except resulting under circumstances as provided in Article XIII herein.
- B. A "Supervisor" is any person in the unit covered by this agreement.
- C. An "aggrieved party" is the Supervisor or group of Supervisors who submit a grievance or on whose behalf it is submitted, the Supervisory Unit and (when it submits a grievance) the Board of Education.

Section 2. Submission of Grievances

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally, prior to Step 1.
- B. A grievance shall be deemed waived unless it is submitted in writing within fifteen (15) calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based.

- C. Each grievance shall be submitted in writing on a form approved by the Board of Education and the Supervisory Unit (Appendix A) and shall identify the aggrieved party, the provisions (s) of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- D. 1. A Supervisor or group of Supervisors may submit grievances which affect them personally and shall submit such grievances to the Superintendent.
2. The Supervisory Unit may submit any grievance. If it is limited to one operation the grievance shall be submitted to the Superintendent.
3. The Board of Education shall present grievances to the Supervisory Unit.

Section 3. Grievance Procedure

Step One - Superintendent

The Superintendent shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Superintendent or if no response is received within one (1) calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Board of Education.

Step Two - Board of Education/Supervisory Unit

- A. If the Supervisory Unit is dissatisfied with the decision at Step One, the Supervisory Unit, within two (2) calendar weeks of the decision at Step One, may submit the grievance to the Board of Education. A meeting shall be arranged at a mutually agreeable time for the purpose of hearing the grievance. Such meeting shall take place within two (2) calendar weeks after the Board receives the request. The Board shall give its written decision to the Supervisory Unit within two (2) calendar weeks after the hearing.
- B. Within two weeks after receiving a grievance from the Board, the Supervisory Unit shall deliver to the Superintendent a detailed statement of its position with respect to the grievance.
- C. In the event the Supervisory Unit or the Board is not satisfied with the statement of the other with respect to a grievance, it may, within fifteen (15) days after receiving the statement, refer the grievance to final and binding arbitration by requesting that the American Arbitration Association propose the names of seven (7) arbitrators. A copy of the demand for arbitration shall be forwarded to the Superintendent and the Supervisory Unit on the same day it is filed with the American Arbitration Association or the Public Employment Relations Board.

Step Three - Arbitration

- A. Upon receipt of the names of the proposed arbitrators, a designee of the Superintendent and the Supervisory Unit shall strike names from the list until one ultimately is designated as the arbitrator.
- B. The arbitrator's decision will be in writing and will be binding upon both parties. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. However, it is mutually agreed that the arbitrator is empowered to include in his award such financial reimbursements as he/she judges to be proper.

- C. Each party shall bear the full cost for its side of the arbitration and will pay one half of the cost for the arbitrator's services.
- D. The parties agree that once a case is submitted to arbitration, it will not be pursued in any other legally binding forum until the arbitrator's decision is rendered.

ARTICLE XXII

Legislative Approval

Section 1 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.

Section 2. Section 86.9 of Title IX requires that every student and employee of the Saranac Lake Central School District be aware of a School District Policy relative to Title IX. It is the policy of the Saranac Lake Central School District not to discriminate on the basis of sex in its educational programs, activities or employment policies as required by Title IX of the 1972 Education Amendments. Inquires regarding compliance with Title IX may be directed to the Building Principals, the Office for Civil Rights, Department of Health, Education and Welfare, Washington, D.C.

ARTICLE XXIII

Distribution of Contract

The Superintendent agrees to furnish a copy of the contract to all Supervisors.

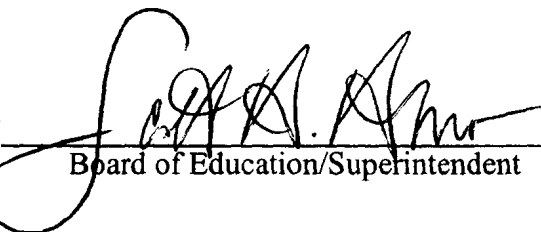
ARTICLE XXIV

Effective Dates

This contract is effective **July 1, 2005**, and shall remain in effect until **June 30, 2008** or until a successor agreement is reached. .

BY 
Supervisory Unit

3-16-06
Date

BY 
Board of Education/Superintendent

3-16-06
Date

This contract was approved by the Saranac Lake Central School Board of Education on

APPENDIX A

GRIEVANCE SUBMISSION FORM

Saranac Lake Central School District
Saranac Lake, New York

- (1) Grievance submitted to:

- (2) From - Aggrieved Party:

- (3) Provisions (s) of contract involved in grievance:

- (4) Time and place where the alleged grievance occurred:

- (5) Person(s) responsible for causing the alleged grievance:

- (6) General statement of the grievance:

- (7) Redress sought by the aggrieved party:

APPENDIX C

	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Roger Symonds, Supt. of Buildings & Grounds	69,028	71,996	75,236
Keith White, Transportation Supervisor	64,387	67,156	70,178
Richard Mose, Purchasing Agent	62,764	65,463	68,409
Patricia Stark, Cafeteria Manager	42,520	44,348	46,344

Ms. Stark will be compensated on an hourly per diem rate as per contract. This is not to exceed 20 days per year.

SARANAC LAKE SCHOOL DISTRICT SUMMATIVE DOCUMENT

SUPERVISOR

Wt.supeval

Name

School Year

Period of Observation: _____

Dates of Observation: _____

(Attached)

Supervisor's Signature and Date

Superintendent's Signature and Date

The Supervisor	Exceeds Expectations	Satisfactory	Needs Improvement	Not Applicable
Demonstrates knowledge of the various areas related to the supervisory area				
Provides leadership to employees				
Appraises and evaluates the functioning of the department				
Facilitates change when needed				
Establishes and maintains a safe and effective work environment				
Oversees the attendance and conduct of employees				
Provides encouragement for staff improvement				
Supervises personnel				
Evaluates staff and makes appropriate recommendations				
Is instrumental in the selection, placement and orientation of new employees				
Prepares and submits a budget reflecting operating needs				
Makes recommendations for appropriate budget revisions				
Administers the budget				
Reacts to and manages unanticipated events				
Maintains positive relations with the school community				
Observes and implements board and administrative policy				

The Supervisor	Exceeds Expectations	Satisfactory	Needs Improvement	Not Applicable
Assists with district-wide activities				
Provides support on issues affecting the school district				

General Comments

Commendable Areas

Areas to be Improved

Supervisor's Comments