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AGREEMENT

between the

**CHEEKTOWAGA CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE AND SUPERVISORY UNIT**

and the

**BOARD OF EDUCATION OF THE
CHEEKTOWAGA CENTRAL SCHOOL DISTRICT**

for the period of

JULY 1, 2013 through JUNE 30, 2016

9 Administrators

ARTICLE 1
DEFINITIONS, RECOGNITION AND DURATION

A. DEFINITIONS

As used in this Agreement, the following definitions shall apply:

1. "ASU" shall mean the employee labor organization known as the Cheektowaga Central School District Administrative and Supervisory Unit.
2. "ASU members" shall mean and consist of only those employees of the Board of Education of the Cheektowaga Central School District who are represented exclusively by the ASU pursuant to the recognition clause contained in this Article:
3. "Board" and "Board of Education" shall both mean the Board of Education of the Cheektowaga Central School District.
4. "District" shall mean the Cheektowaga Central School District, in the Township of Cheektowaga, County of Erie, and State of New York.
5. "fiscal year" shall mean July 1 to June 30; e.g., July 1, 2013 to June 30, 2016.
6. "Superintendent" shall mean the Superintendent of the Cheektowaga Central School District, Town of Cheektowaga, County of Erie, and State of New York.
7. "School Year" shall mean the period of time from September 1 through June 30.

B. RECOGNITION, DURATION AND EFFECTIVE DATES

The parties to this Agreement are the Board of Education and the ASU. The Board hereby recognizes the ASU as the exclusive negotiating agent for the following administrative and supervisory staff: Principals, Assistant Principals, and Director of Athletics/Dean of Students for the period commencing July 1, 2013, and ending June 30, 2016.

No public employee or employee organization shall engage in a strike, and no public employee organization shall cause, instigate, encourage or condone a strike.

This contract is for a three (3) year period commencing July 1, 2013, and ending June 30, 2016. However, the parties agree and understand that the expiration date of this Agreement may be extended by mutual agreement, duly memorialized in a properly executed written amendment.

In the event that a successor agreement or amendment extending the duration of this Agreement is not reached on or before June 30, 2016, then all terms and conditions of employment shall remain in full force and effect until a successor agreement is reached, excluding increments.

This Agreement will become legally binding upon ratification by both parties.

ARTICLE 2 PERFORMANCE REVIEWS AND PERSONNEL FILES

A. PERFORMANCE REVIEWS

The parties agree that during the term of this Agreement they will follow the procedure outlined below and that, to the fullest extent permitted by law, such procedure will supersede any conflicting Board policies, handbooks or other materials now in existence relative to performance reviews and personnel files of ASU members.

During each fiscal year, there will be a minimum of two performance review meetings between each ASU member and the Superintendent. The first shall be held near the beginning of the fall term, at which time the ASU member will provide his/her draft 'Annual Goals and Objectives' to the Superintendent for review, discussion, and possible modification. The second performance review meeting shall occur near the beginning of the second semester, and will encompass a discussion with the Superintendent relative to the ASU's member's progress in meeting his or her 'Annual Goals and Objectives'. The Superintendent shall have the right to exercise his/her discretion to schedule and conduct additional performance review meetings with one or more ASU members during each fiscal year. The Superintendent also shall maintain the right to modify an ASU member's 'Annual Goals and Objectives' at any time, in which case the Superintendent shall meet with the affected ASU member to discuss any such modification.

B. PERSONNEL FILES

1. Each ASU member will have the right, upon request, to review the contents of their personnel file, regardless of where it may be located, to make copies of any documents in it, and to have a representative of the ASU accompany him/her during such review. However, all confidential references and information received prior to initial hiring are not subject to this Agreement and, therefore, will not be available for inspection or challenge by any ASU member.
2. Except as otherwise provided by Section B (1) of this Article, no material which criticizes an ASU member's conduct, service, character or personality will be placed in his/her personnel file unless such employee has had an opportunity to review the material. Nor will any such material be inserted into the file or used against an employee unless the source of the information is made known to such

employee. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copies to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. If the employee fails to sign the copy of the material to be included in his/her file within five (5) business days of being given the opportunity to review and sign, the Superintendent or other District Administrator shall initial the material and file it in the employee's personnel file. The initials of the Superintendent or other Administrator will indicate that the employee was given the opportunity to review and sign the material prior to its filing. The employee will also have the right to submit a written answer to such material and his/her written answer shall be attached to the material. The employee will have the right to have his/her reasons for not signing the material attached to the material and such reasons shall become a part of the employee's permanent file. Contested material shall be removed from an employee's file when his or her claim that it is inaccurate or unfair is sustained as the result of a grievance initiated under Article 3.

ARTICLE 3 GRIEVANCE PROCEDURE

A. DEFINITIONS

As used in this Article, entitled Grievance Procedure, the following definitions shall apply:

1. A "grievance" is a claim that there has been a violation or misinterpretation of any provision of this Agreement, arising out of an occurrence or condition.
2. "Grievant," shall mean any ASU member or members claiming a violation, misinterpretation, or misapplication of the terms of this Agreement.
3. "Grievance Committee" means the one or more members of the ASU who have been selected by the membership of the ASU to review each grievance for the purpose of denying or granting consent to the filing of a Grievance Statement with the Superintendent, as outlined more fully in Step II below.
4. "days" refer to calendar days. If the last day to file, deliver or respond to a grievance, or an appeal of a grievance decision, is a weekend or legal holiday, the next business day shall be used.

"business days" means Monday through Friday. If the last day to file, deliver or respond to a grievance, or an appeal of a grievance decision, is a legal holiday, the next business day shall be used.

5. “Superintendent’s designee” means the Administrator who is designated by the Superintendent to perform the Superintendent’s usual duties when the Superintendent is absent on leave or otherwise unavailable.

B. PROCEDURE - HEARING OF GRIEVANCES AND TIMELINESS

Because it is important that grievances be processed as rapidly as possible, the number of days indicated at each stage or level of the grievance proceeding should be considered as a maximum and every effort should be made to expedite the process. However, the time limits specified may be extended by mutual agreement.

C. PROCEDURE – STEPS OF THE GRIEVANCE PROCEEDING

1. Step I – Informal Procedure

Within ten (10) calendar days of the alleged occurrence or condition giving rise to any grievance, the Grievant shall discuss it with the Superintendent with the objective of resolving the matter informally.

2. Step II – Commencement of Formal Procedure

- a. If Step I does not resolve the matter to the satisfaction of the Grievant, the Grievant has the option of invoking a more formal grievance procedure, set forth hereafter. This is accomplished by the Grievant presenting the grievance to the ASU’s Grievance Committee for consideration within fifteen (15) days of the alleged occurrence or condition giving rise to the grievance.
- b. No formal grievance may be given further consideration without the prior consent of the Grievance Committee. If the Grievance Committee determines that the Grievant has a meritorious grievance, it will provide an ‘ASU Member Grievance Statement’ (“Grievance Statement”) to the Grievant, to be completed and signed by the Grievant. In the event of more than one Grievant, each Grievant must sign the Grievance Statement. The form of the Grievance Statement to be utilized is attached hereto as Appendix A.
- c. The Grievant or a member of the Grievance Committee must personally deliver the signed Grievance Statement to the Superintendent or the Superintendent’s designee within twenty (20) days of the alleged occurrence or condition giving rise to the grievance. **If the Grievance Statement is not delivered to the Superintendent or the Superintendent’s designee within twenty (20) days after the Grievant knew, or should have known, of the occurrence or condition on which the grievance is based, then the grievance shall be waived.**

- d. Within five (5) business days of delivery of the Grievance Statement to the Superintendent or the Superintendent's designee, the Superintendent or the designee shall hold a hearing with the Grievant, which may be attended by a representative of the Grievance Committee. Witnesses may be called as needed and requested by either side.
 - e. The Superintendent shall render a decision in writing to the President of the ASU within five (5) business days of the completed hearing, after which the President of the ASU shall ensure its prompt distribution to the Grievance Committee and the Grievant.
3. Step III – Optional Appeal to the Board of Education
- a. If the Grievant and the Grievance Committee are not satisfied with the Step II written decision of the Superintendent or the Superintendent's designee, the Grievance Committee shall have the option to file a written appeal with the Board of Education within five (5) business days of the delivery of the Step II written decision to the President of the ASU. Copies of the original grievance and the Step II written decision shall be filed with such appeal.
 - b. The Board of Education will commence a hearing of any such appeal at its next regular meeting, or as soon thereafter as possible, and shall render a decision in writing to the President of the ASU within five (5) business days of the completed hearing, after which the President of the ASU shall ensure its prompt distribution to the Grievance Committee and the Grievant.
4. Step IV - Arbitration
- a. If the Grievant and the Grievance Committee are not satisfied with the Step II written decision of the Superintendent or the Superintendent's designee and the Committee has not exercised its option under Step III, or if the Grievant and the Grievance Committee are not satisfied with the Step III written decision of the Board of Education, then within ten (10) business days of the delivery of such written decision to the President of the ASU, the Grievance Committee must serve upon the Board of Education a Demand for Arbitration that complies with New York Law and the Labor Arbitration Rules of the American Arbitration Association, **or else the grievance shall be deemed waived.** Within five (5) business days of serving the Board of Education, the Grievance Committee shall also file a copy of such Demand with the American Arbitration Association ("AAA").

- b. Except as otherwise provided herein, the parties will be bound by the Labor Arbitration Rules of the AAA.
- c. The arbitrator selected under the Labor Arbitration Rules will hear the matter promptly and will issue his or her decision not later than fourteen (14) days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date of the final statements and proofs submitted to him. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issue(s) submitted. The arbitrator shall have no power or authority to make any decision or award that requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall have no power to add to, detract from, or alter the provisions of this Agreement. Subject to these limitations, the decision of the arbitrator will be final and binding upon all parties.
- d. Except for the filing fee paid to the AAA by the ASU or its Grievance Committee, all costs for the services of the arbitrator will be borne equally by the Board of Education and the ASU.

D. PROTECTION OF ASU MEMBERS INVOLVED IN GRIEVANCES

No Aggrieved Person, member of the Grievance Committee, or any other participant in a grievance procedure shall be penalized in any way or suffer any professional disadvantage by reason of their participation in the processing of any grievance.

**ARTICLE 4
GENERAL AREAS**

The ASU members, as a component of the Administration, and in conjunction with the Superintendent, are delegated authority after approval by the Board to place into practice those innovations, which after careful studies, seem to be in the best interest of pupils and the community.

With respect to Teaching Staff and Teacher Aides who are appointed to a particular building, each Building Principal shall have, with the approval of the Superintendent, the power to assign such staff to positions within his/her building, so long as consistent with contractual and other legal requirements.

Each Building Principal, or his or her designee, has the authority to call and conduct such staff and faculty meetings as necessary for the efficient operation of that Principal's building. Such meetings are to be held after regular school hours, but not later than 5:00 p.m. All faculty members must be present when so indicated under penalty of possible charges of insubordination. Whenever possible, at least two days notice shall be given. The number of such staff meetings per month shall be reasonable in number.

Consistent with contractual and other legal requirements, each Building Principal, or his or her designee, is given the authority to assign staff members to bus duty, hall duty, and proctoring, etc., and to supervise extra curricular activities and sporting events, to assure an efficient, controlled educational program within available funds.

Consistent with Board Policy, all criticisms or complaints received by the Superintendent or the Board of Education and directed at a member of the ASU by any teacher, parent and/or pupil must first be referred to the appropriate Building Principal for settlement before the Superintendent or the Board may take action. It is the Building Principal's prerogative to attempt settlement first. Exceptions to this paragraph include any complaint of a possible violation of Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, the Americans with Disability Act, New York Human Rights Law, or any similar code, statute or regulation protecting students and/or staff from injury, harm, criminal conduct, harassment or any form of prohibited discrimination, which may be referred directly to the appropriate District Compliance Officer as named by the Board of Education and/or appropriate officials of the State Education Department and/or appropriate law enforcement officials.

Each ASU member will be consulted regarding issues pertaining to Policies, administrative procedures, budget, or other areas pertaining to his or her area of responsibility.

The Board will seriously consider the recommendation of the administrative staff for providing necessary personnel to carry out the requirements of the educational program.

ASU members are dedicated professionals who recognize the importance of their support and presence at various events to students, parents and the community. ASU members foster community relations to enrich the educational experiences of the District's school children.

The ASU's Liaison Committee which is appointed by the ASU President shall meet with the Superintendent and such other administrators as he/she may designate and one (1) or more members of the Board of Education at mutually convenient times during the school year to review and discuss current school problems and practices and the administration of the Agreement. Such meetings may be cancelled or adjourned by mutual consent.

ARTICLE 5 COMPENSATION

The following salaries shall be established for the administrators listed herein for the period of July 1, 2013 to June 30, 2016.

Name and Position	2013-14 Salary	2014-15 Salary	2015-16 Salary
Susan Cain Principal, High School	\$114,288	\$117,145	\$120,073
Brian Bridges Principal, Union East Elementary	\$112,545	\$115,359	\$118,243
Gretchen Sukdolak Principal, Middle School	\$117,004	\$119,929	\$122,927
Steven Wright Principal, Pine Hill Education Center	\$122,878	\$125,950	\$129,099
Scott Zipp Ass't. Principal High School	\$88,765	\$90,984	\$93,259
Micah Hanford Ass't. Principal, Middle School	\$92,968	\$95,292	\$97,674
Melissa Gladwell Ass't. Principal, Union East Elementary	\$76,055	\$77,956	\$79,905
Brian Hickson Dean of Students, Athletic Director	\$104,038	\$106,638	\$109,304

The entry salary of newly appointed ASU members will be established by mutual agreement between the appointee and the District and Article 5 will thereafter be amended accordingly. Thereafter, the salary for any new Administrator for succeeding years during the term of this Agreement will be determined based on the negotiated increases reflected in the above salary schedule rather than the salary stated for the former Administrator.

ARTICLE 6 LONGEVITY & ADVANCED EDUCATION STIPEND

The Superintendent shall be responsible for confirming and calculating, on at least an annual basis, each ASU member's entitlement to payment under this Article, and shall communicate such information to the Business Office, which will then be responsible for processing all payments, less applicable taxes and withholdings, in equal installments and as part of the employee's regular, bi-weekly paychecks.

A. Annual longevity stipend for years of service in education shall be granted as follows: eight (8) years - \$1,200; thirteen (13) years - \$1,500; twenty (20) years - \$2,000; twenty-five (25) years - \$2,600. The foregoing increases are non-stacking. Thus, the maximum annual longevity stipend for the ninth year of service in education is the same as the tenth year, and the maximum annual longevity stipend for an employee attaining thirteen (13) years of service in education is \$1,500.

For each increment of "years of service" specified above, credit shall accrue on the first day of the increment, but associated payments will not commence until the following July 1st. Thus, if an employee starts their first day of eight (8) years of service in education on May 15, 2007, payments of the annual \$1,200 increase will commence on July 1, 2007.

B. Administrators shall receive an annual stipend of \$3,000 for their first Master's degree.

C. Except as otherwise stated below, each ASU member will receive an annual stipend of \$200 for each three hour block of graduate credits earned beyond his or her initial Master's degree, up to a maximum payment of \$2,000 per year.

All stipends under this section C shall be approved as soon as practical after the Superintendent is presented with the necessary documentation of graduate credits.

For three hour blocks of graduate credits earned during the term of this agreement on or before January 1 of any fiscal year, approved stipend payments shall commence on or be made retroactive to January 1, in which case the annual stipend will be reduced by 50% for the period of time between January 1 and July 1. Thereafter, the employee will receive the full annual stipend for such approved blocks of graduate credits.

The Article 5 Compensation Schedule includes Annual Longevity and Annual Stipends as of July 1, 2013 and carried forward through June 30, 2016.

For three hour blocks of graduate credits earned during the term of this agreement between January 1 and July 1 of any new fiscal year, approved stipend payments shall commence on or be made retroactive to July 1.

ARTICLE 7
HEALTH INSURANCE, BENEFIT TRUST & EMPLOYEE ASSISTANCE

I. Hospital and Medical Insurance

Consistent with the prior amended collective bargaining agreement between the Board and the ASU, all eligible ASU members who opt to receive hospital and medical insurance coverage under this Article shall receive such coverage through a program originally known as the 'Erie 1 BOCES Health Benefit Plan Trust', and renamed the 'NY44 Health Benefits Plan Trust' as of July 1, 2010 (hereinafter referred to as the "Trust"), so long as the Trust remains available to eligible ASU members. In the event that the Trust is discontinued, terminated, or otherwise made unavailable to eligible members of the ASU, the parties shall select negotiating teams to meet for the purpose of selecting one (1) new health plan product to replace the Trust. Furthermore, any replacement plan selected by the negotiating teams which charges family rate premiums and/or single rate premiums that exceed those last charged by the Trust shall require ratification by the Board of Education. However, if the premiums for the replacement plan are equal to or less than those last charged by the Trust, then the Superintendent of Schools and the President of the ASU may sign a memorandum of agreement memorializing the selection of the negotiating teams, at which time the name of the replacement product will be automatically deemed substituted herein in place of the unavailable Trust.

The parties acknowledge that their past or current representatives have previously attended informational meetings and received program information from the Trust. The parties therefore understand and agree that the benefit levels provided by the Trust, including but not limited to such things as co-payments for doctor office visits and prescription drugs, are controlled by the Trust, which in turn is governed by its own and separate Trust Agreement and by-laws.

It is further understood and agreed that each party has previously appointed its own liaison to the Trust, and that such liaisons will have an opportunity to attend meetings of the Trust, consult with the appropriate Trustee (Labor Trustee in the case of the ASU; Management Trustee for the District), and communicate their opinions on issues placed before the Trust. However, the parties also acknowledge that neither they, nor their appointed liaisons, will have independent control over the decisions of the Trust or the level of benefits provided by the Trust program.

Limitation of District Liability:

The parties further agree and understand that the District has no ability to control the terms and conditions of the health and medical insurance program offered by the Trust, which may be changed at anytime by the Trust. The parties therefore acknowledge that the District is not an insurer or guarantor, and therefore it has no duty to ensure that terms or conditions of the Trust's program remain fixed during the term of this Agreement, or during any period of that that all or part of this Agreement is extended beyond its stated expiration date pursuant to the Taylor Law's Triborough Amendment. Consequently, the parties agree and understand that the District has no duty to compensate any person who may suffer or claim to suffer injury, financial loss and/or a

loss or reduction of benefits as a result of changed terms or conditions affecting the Trust's program.

The District's sole financial responsibility relative to the provision of health insurance under this Agreement is limited to paying only the percentage of the applicable monthly premiums (either single or family) and administrative fees charged by the Trust (hereinafter referred to collectively as "Premiums") that is explicitly specified and required by the schedule, eligibility restrictions, and conditions set forth in paragraphs A-D below.

A. The calculation of the District's obligation to pay a percentage of Premiums charged by the Trust will be determined for each ASU member who qualifies as either a Full-Time Employee or Part-Time Employee and who is otherwise eligible to enroll in, and who is in fact properly enrolled in, the Trust, according to the following schedule and conditions:

B. Full-Time Employee:

For purposes of this Article, the terms "Full-Time Employee" shall mean an ASU member with a full-time administrative appointment who is working more than 50% of his or her normal monthly hours, excluding paid vacations, paid sick days, and other paid leave days provided for under this Agreement.

- The District's sole responsibility relative to health insurance for each eligible Full-Time Employee, who is properly enrolled in the Trust, is to pay 91% of the Premiums.

C. Part-Time Employee:

For purposes of this Article, the term "Part-Time Employee" shall mean an ASU member who is working, but whose monthly hours of work do not qualify him or her as a Full-Time Employee.

"New Part-Time Employee" shall mean an employee who is hired by the District on or after July 1, 2006, for an administrative appointment represented by the ASU, is covered by this Agreement, and who is working less than a Full-Time Employee, excluding paid vacations, paid sick days, and other paid leave days provided for under this Agreement.

- The District's sole responsibility relative to health insurance for each eligible New Part-Time Employee, who has been hired on or after July 1, 2006, and who is properly enrolled in the Trust, is to pay 50% of the Premiums. For Part Time employees hired on or before July 1 2006 must pay 45% of the premium.

D. Additional Eligibility Restrictions and Conditions:

1. An ASU member shall not be eligible to enroll or remain a participant in the above-described health insurance program if that individual is otherwise covered by any other group health insurance plan, whether as the insured or as a dependent of the insured. For purposes of these restrictions, the term "covered" shall mean that the ASU member is considered by another employer or another insuring agent to be entitled to receive health insurance benefits provided in its plan. On the other hand, an ASU member shall have the option of selecting

enrollment in the Trust program if that individual has rejected coverage under all other available group health insurance plans.

2. No employee shall be entitled to cover a dependent or spouse in the program if said dependent or spouse is otherwise enrolled or covered in another group health insurance plan.
3. If all other group health insurance coverage of an employee, dependent or spouse is terminated, and if the employee completes the required enrollment application for the above-described program within no more than sixty (60) calendar days of the aforesaid termination date, the Board will pay its portion of the required Premiums to secure coverage retroactive to that termination date, if permitted by the Trust and the applicable insurance carrier under contract with the Trust.
4. The Board makes no contribution toward Premiums for any employee who is laid off, retired, suspended without pay, or terminated. However, nothing in the previous sentence shall be interpreted to impair any separate right that may be available to a retired administrator under this Agreement. Furthermore, the Board makes no contribution toward Premiums for an employee who is on unpaid leave, whether or not approved by the Board of Education, which fails to qualify as FMLA leave pursuant to the Family Medical Leave Act.
5. In the case of any ASU member being granted an unpaid leave of absence which fails to qualify as FMLA leave pursuant to the Family Medical Leave Act, the administrator shall be solely responsible for paying 100% of the Premiums that become due during the course of such unpaid leave.
6. Retired ASU members who were eligible for and participated in the Trust program immediately before and on the day of their retirement may, at their own expense, continue their participation, subject to all other terms and conditions stated in this Article.
7. Each eligible ASU member who enrolls in the Trust program understands and agrees that the Board has the right to deduct his or her share of the applicable Premiums, if any, directly from that individual's payroll checks on a pro rata basis.
8. The ASU agrees that the Board shall have the right to select and retain, at its sole discretion, an outside contractor or consultant who will act as a third-party administrator to handle any or all of its administrative duties that may arise out of the program established by this section, entitled "I. Hospital and Medical Insurance."
9. The Board shall remit payment of its portion of Premiums, calculated and owed under the above-described program, directly to the Trust or applicable insurer or third-party administrator, so long as the Trust and/or applicable insurer accurately documents the Premiums with appropriate invoices or other documents

satisfactory to the District's Business Office. In furtherance of this undertaking, ASU members agree to fully cooperate with the District's efforts to monitor from time to time the Premiums charged by the Trust for each participating and eligible ASU member who qualifies as either a Full-Time Employee or Part-Time Employee, as those terms are defined above.

10. Flexible Spending Accounts

The Board will continue to make available a 125/129 Flexible Spending Account ("FSA"), which ASU members may opt to continue or establish for the purpose of paying allowable medical related expenses that are not covered by the Trust program. Each employee's FSA will be administered by P&A Associates or a similar organization, and the administrative costs of each FSA will be borne by the employee.

11. As a condition precedent to the Board having, at anytime during the term of this Agreement, any legal or financial responsibilities under this section (entitled "I. Hospital and Medical Insurance"), each of the following requirements must be met:

i. The ASU and its members will each fully cooperate with the Trust in timely completing, executing, and submitting all paperwork that the Trust may reasonably require of them in order for the Trust to properly administer the program and to continue providing health insurance coverage;

ii. The ASU and its members will continue to abide by all terms of the Memorandum of Agreement entered into between the Trust and the ASU in 2005, a copy of which is attached hereto as **Appendix B**.

12. Waiver of Health Insurance

The Board will compensate each "Full-Time Employee" who is eligible to enroll in the above-described Trust program, but who chooses not to enroll therein. The amount of compensation that will be paid is \$500 per each semester that an ASU member can establish that they are otherwise eligible to enroll and participate in the Trust, but have chosen not to participate. In order to be eligible for this provision, the employee must verify health insurance coverage through a non-district plan. Any employee who opts to participate in the District's health insurance plan during a year that they received compensation under this provision will be responsible for reimbursing the District on a pro rata basis. The District has the right to obtain the necessary reimbursement by deducting the amount owed from that individual's payroll checks.

II. Option To Participate In The Benefit Trust Fund Or The Sunrise Dental Program

Eligible ASU members may choose only one (1) of the following two (2) options for additional benefit coverage:

A. Benefit Trust Fund Option: On condition that the Cheektowaga Central Teacher’s Association (“CCTA”) continues to administer the Cheektowaga Central Teachers Association Benefit Trust Fund (hereinafter, “Benefit Trust Fund”), which was created in 1994 for the purpose of providing dental and other non-health related benefits to members of that Association, and upon the further condition that the CCTA continues to accept and include ASU members as Fund beneficiaries, each full-time ASU member shall have the option of enrolling or continuing their participation in the Benefit Trust Fund. For each eligible ASU member who opts to participate in the Benefit Trust Fund, the Board shall pay the following monthly contributions while this Agreement is in effect and for so long as the ASU member remains a Full-Time Employee:

<u>Fiscal Year</u>	<u>Family</u>	<u>Single</u>
2013-2014	\$47	\$26
2014-2015	\$47	\$26
2015-2116	\$47	\$26

ASU members agree and understand that the foregoing contributions by the Board are not sufficient to cover the total cost of their participation in the Benefit Trust Fund, and each participating ASU member is required to pay the difference through appropriate payroll deductions. By enrolling or continuing their participation in the Fund, each eligible ASU member authorizes the Board to make necessary deductions from his or her payroll checks.

The Board’s only responsibility with respect to the Benefit Trust Fund shall be to issue payment of the contractually required employer contribution, according to the above schedule, and to process appropriate payroll deductions for each eligible ASU member who participates in the Benefit Trust Fund.

The ASU and its members will hold the Board harmless from any and all claims resulting from the management and/or solvency of the Benefit Trust Fund or the monies paid to such Fund. Consequently, the parties agree and understand that the Board has no duty to compensate any person who may suffer or claim to suffer financial loss and/or a loss or reduction of benefits arising from any changes affecting the Benefit Trust Fund.

B. Sunrise Dental Insurance Option: As an alternative to enrolling and participating in the Benefit Trust Fund, full-time ASU members may elect to enroll in or continue their participation in a dental insurance plan currently known to the parties as ‘CSEA Sunrise Program’ (hereinafter, “Sunrise”). During the term of this agreement, the Board’s sole financial responsibility relative to such dental insurance is to pay fixed dollar amounts toward premiums actually charged by the insurer (known as “CSEA Sunrise” at the time this agreement was made) providing the Sunrise dental insurance plan (also known as dental insurance contract). The parties agree and understand that the Board has no ability to control or influence the terms and

conditions of the selected dental insurance plan, which may be changed at any time by the insurer. The parties therefore acknowledge that the Board has no duty to ensure that the terms or conditions of the dental insurance plan remain fixed during the term of this agreement, and no duty to compensate any person who may suffer financial loss and/or a loss or reduction of benefits as a result of changed terms or conditions affecting said dental insurance plan.

The parties understand that insurers change the names of their products from time to time. Such name changes may result from an insurer's marketing decision, or from the transfer of ownership of the plan to another insurer, or from other causes. No matter what the reason may be, in the event of future name changes relative to the Sunrise dental plan, the parties agree that any new name will be deemed substituted herein, in place of and whenever this Article refers to "Sunrise". However, in the event that such plan is discontinued or terminated by the insurer, then the parties shall meet to select a replacement dental insurance plan that, upon agreement of the parties, shall be deemed substituted herein, in place of and whenever this Article refers to "Sunrise".

For each eligible ASU member who opts to participate in the CSEA Sunrise Program, and subject to the foregoing terms and limitations, the Board shall pay 85% of the monthly premium costs of the Sunrise dental insurance plan while this Agreement is in effect and for so long as the ASU member remains a Full-Time Employee.

Additional Eligibility Restrictions are as follows: The Board shall be responsible for making contributions as outlined above only for those eligible ASU members who enroll in the Sunrise dental plan, and who remain current in making their employee contribution toward the total cost of premiums associated with said dental plan. The "employee contribution" is defined to mean the total cost of the applicable premium, less the Board's contribution toward the total premium. By enrolling in said dental plan, each eligible ASU member authorizes the Board to deduct from payroll his or her employee contribution toward the cost of premiums, which will then be remitted directly to the dental insurer.

An ASU member shall not be eligible to enroll in the Sunrise dental plan if that employee is otherwise covered by any other dental insurance plan, whether as the insured or a dependent of the insured. The term "covered" shall mean that the employee is considered by the insuring agent to be entitled to receive dental insurance benefits provided in its plan. The employee shall have the option to select enrollment in the Sunrise dental plan if the employee has rejected coverage under all other dental insurance plans.

No employee shall be entitled to cover a dependent or spouse under the Sunrise dental plan if said dependent or spouse is otherwise enrolled in another dental insurance plan.

If the non-District dental insurance coverage of an employee, dependent or spouse is terminated, and if the employee completes the required enrollment application for the Sunrise dental plan within no more than sixty (60) calendar days of the aforesaid termination date, the Board will pay its contribution toward the required premium to secure coverage retroactive to that termination date, if permitted by the dental insurer.

The Board makes no contribution toward dental insurance premiums for any employee who is laid off, retired, suspended without pay, terminated, or who qualifies as a Part-Time Employee as that term is defined herein. However, nothing in the previous sentence shall be interpreted to impair any separate right that may be available to a retired administrator under this Agreement. Furthermore, the Board makes no contribution toward premiums for an employee who is on unpaid leave, whether or not approved by the Board of Education, which fails to qualify as FMLA leave pursuant to the Family Medical Leave Act. In the case of any ASU member being granted an unpaid leave of absence which fails to qualify as FMLA leave pursuant to the Family Medical Leave Act, the administrator shall be solely responsible for paying 100% of the premiums that become due during the course of such unpaid leave.

The Board shall remit payment of all sums it owes under the above schedule directly to the applicable insurer so long as the insurer accurately documents the premium category (family or single) of each enrollment with the appropriate invoices or other documents satisfactory to the District's Business Office. In furtherance of this undertaking, the ASU agrees to fully cooperate with the Board's efforts to audit from time to time the premium category that the insurer determines for each participating ASU member.

III. Employee Assistance Program

- A. The parties mutually agree that alcoholism, alcohol and drug abuse, and other behavior/medical problems which repeatedly affect job performance, safety and instruction are treatable conditions.
- B. The parties agree to continue their support of an Employee Assistance Program in order to:
 - 1. identify the problem at the earliest possible stage,
 - 2. motivate the employee to seek help, and
 - 3. direct the employee toward the best assistance possible
- C. The parties agree to coordinate this program with other District employee unions wishing to participate, and the Board agrees to utilize an Employee Assistance Committee. The Committee shall consist of a maximum of two representatives from the ASU, and a maximum of two representatives from each other District employee union wishing to participate, and a maximum of two representatives from the District. This Committee will not be involved in any of the activities of the program requiring direct involvement in cases, unless requested by the Employee Assistance Coordinator. The responsibilities of the Employee Assistance Committee are as follows:
 - 1. To ensure that all clinical records which are kept in connection with this program are maintained in a separate file marked "Confidential Client Information" in accordance with Federal Regulations (42CFR Part 2).
 - 2. To select the local Employee Assistance Coordinator, such selection requiring a unanimous consent of all the members of the Committee

3. To ensure the neutrality of the Employee Assistance Coordinator in all matters pertaining to this program
4. To review the effectiveness of the district Employee Assistance Coordinator in order to ensure that satisfactory referral and follow-up services are maintained
5. To periodically review overall program effectiveness in order to see that reasonable uniformity is maintained
6. To assist in the implementation of on-going training for the Employee Assistance Committee and Coordinator
7. To engage in other approved activities which will be beneficial to the program, including prevention education
8. To assist and evaluate the selection of diagnostic and treatment services in each community and for the district

D. Role of the Employee Assistance Coordinator

1. A confidential personal advisor available to all employees.
2. The Coordinator's role is to discuss with any employee any personal problems for which the employee may believe he/she needs skilled professional help.
3. The Coordinator is the link between the employee and skilled behavioral/medical helping resources in the outside community.
4. All discussions with the Employee Assistance Coordinator are confidential. These discussions may not be mentioned by the Coordinator in any way to anyone else unless the Coordinator is specifically authorized by the employee to do so to obtain help.

E. Any employee who seeks assistance on a voluntary or involuntary basis will not jeopardize his/her job security or promotional opportunities. No information obtained from or about an employee as a result of his/her participation in the program shall be made available to be used for any purpose by either party.

F. It will be the responsibility of the employee to comply with the referral for diagnosis and to cooperate with the prescribed therapy.

G. It will be the responsibility of the Board to implement this policy. This responsibility will be limited to assessing job performance and taking appropriate corrective action. The district should not make any diagnosis relative to the employee's behavioral/medical problem.

H. Implementation of this policy will not require or result in any special regulations, privileges, or exemptions from standard administrative practices applicable to job performance requirements, especially in those instances where the health and safety of students and other employees are concerned.

- I. The parties further agree that participation in this program does not further obligate either party to participate in any other program.

ARTICLE 8

PAID VACATION, SICK LEAVE AND PERSONAL DAYS

A. Paid Vacation

Each ASU member who has been hired before July 1, 2006, shall be annually credited with twenty-two (22) paid vacation days on July 1 of each year during the term of this Agreement. Those ASU members who have been hired on or after July 1, 2006, shall be annually credited with seventeen (17) paid vacation days on July 1 of each year during the term of this Agreement. Vacation days credited in one fiscal year must be used and will expire no later than the July 31 of the next fiscal year. If additional work must be done, such as interviewing, etc., on a holiday, it is assumed that affected ASU members will make arrangements to be present in school. Use of one or more vacation days requires notification and approval by the Superintendent or her designee.

B. Paid Sick Leave and Personal Days (“S&P Leave”)

1. Personal leave days may only be used for personal business that cannot be conducted outside of the regular school day. Use of one or more personal days requires consultation and approval by the Superintendent or her designee. Similarly, use of one or more sick days requires notification to the Superintendent or her designee. Furthermore, no S&P Leave days provided for under this Section B of Article 8 may be used for the purpose of extending an already established holiday/vacation period or for the purpose of creating additional holiday/vacation time. Exceptions for extreme circumstances must be approved by the Superintendent or her designee.
2. ASU members shall be entitled to 18 days of paid S&P Leave days per fiscal year. All ASU members shall be credited with and may use their S&P Leave allowance as of July 1 of each year, even if they are not been able to report for duty on that day.
3. Days of paid S&P Leave may be accumulated up to a maximum of three hundred (300) during the term of this Agreement.
4. Each ASU member will be allowed to accumulate the full amount of their paid S&P Leave days credited for any given year if they used four days or less thereof during the fiscal year.

ARTICLE 9

PAID TEMPORARY LEAVES OF ABSENCE

- A. ASU members will be entitled to the following non-cumulative temporary leaves of absence with pay each fiscal year.
1. Not exceeding two (2) days for religious holidays. Religious holidays will be granted when the individual's denomination forbids his/her attendance at work or requires his/her attendance and participation in religious ceremonies during the school day.
 2. Sufficient leave to permit necessary visits to other schools or to permit attendance at meetings or conferences that the Superintendent determines, in the exercise of her discretion, to be necessary to meet the educational goals of the District. Written or e-mail approval of the Superintendent is necessary.
 3. Leave for jury duty or for appearances as a subpoenaed non-party witness in any local, State or Federal Court litigation shall be granted for the necessary length of time. An ASU member taking such leave shall reimburse the School District for any fees he/she receives as a juror or witness, less necessary expenses for transportation, parking fees, and meals that are related to the jury duty or non-party subpoena. A maximum amount of ten (\$10.00) dollars a day, per person, may be granted for the aforementioned expenses.
 4. Not exceeding five (5) school days at one time in the event of death of an ASU member's spouse, child, parent or sibling; not exceeding (3) school days at one time in the event of death of a ASU member's son-in-law, daughter-in-law, father-in-law, mother-in-law, grandfather, or grandmother. If, under extenuating circumstances, additional time is needed, the time will be deducted from the administrator's accumulated paid sick leave days.
 5. Funeral of a friend or a relative other than the immediate family, not to exceed one (1) day at full pay. Such leave shall be allowed only after the ASU member has secured the permission of the Superintendent or her designee. If additional days are needed, the days may be deducted from the accumulated paid sick leave days.

ARTICLE 10 PAID SABBATICAL LEAVE

- A. Upon recommendation of the Superintendent and with the approval of the Board, sabbatical leaves may be granted to tenured ASU members who have completed seven (7) years of successful administrative work in the District. In passing upon a proposed Sabbatical leave, the Superintendent will exercise his or her discretion and professional judgment to determine whether or not the proposed sabbatical will be of sufficient value to the District, and such determination will be communicated to the Board of Education

for further action. It is expected that the personal and professional integrity of the individual taking sabbatical leave will assure his/her return to the District's school system which has enabled him/her to enjoy the benefits of a sabbatical leave.

- B. The Board may grant such leaves for no more than one (1) member of the ASU at a time, provided that the granting of such leave will not prejudice the operation of the District. Applications will be made for no more than twelve (12) consecutive months. All applications will be pre-screened by the ASU's Sabbatical Committee which shall be comprised of one or more members of the ASU who have been selected by the membership of the ASU.
- C. Applications for such leave must be submitted in writing to the Superintendent according to the following schedule:
 - 1. By January 1 for any sabbatical leave proposed to commence on or after July 1 of the same year.
 - 2. The Superintendent and the Board of Education shall complete action on January 1 applications by February 1.
 - 3. Applications for a sabbatical leave must include the name of the institution at which the individual plans to study, and the courses to be pursued. Such study must be related to the applicant's professional position or proposed growth.
 - 4. If an application receives the necessary recommendation of the Superintendent, the applicant must appear before the Board of Education to explain his or her application requests before the Board will render a final decision.
 - 5. The individual who is accepted to receive a sabbatical leave will be notified of the reasons for their acceptance. Others who applied will be informed of the reasons why the accepted candidate was chosen.
- D. The individual granted sabbatical leave shall receive two-thirds (2/3) of their regular pay, for a period of up to one (1) full year, less regular deductions, and shall be paid according to the regular, biweekly schedule.
- E. Sabbatical leave shall not be considered termination or breach of contract, and the employee returning from sabbatical leave will be returned to the same tenure area(s) that they served in immediately prior to such leave.
- F. Sabbatical leave will not be extended beyond the twelve (12) consecutive months.
- G. Any ASU member granted a leave pursuant to this Article who, during such leave engages in employment not stated in the application for such leave or thereafter approved by the Superintendent, shall be deemed to have resigned. However, minor employment, supplementary to the purpose of the leave, shall be exempt. In cases where a question

arises over the interpretation of the phrase “minor employment,” the Board of Education will render a decision based on the type of employment and the circumstances under which the ASU member is employed during his or her sabbatical leave.

ARTICLE 11 UNPAID LEAVES OF ABSENCE

- A. Child Care Leave
1. An ASU member may apply for and be granted a leave of absence without pay or benefits for the purpose of child care following the birth or adoption of a child. Such leave shall extend not longer than one (1) year after the birth or adoption of a child.
 2. An ASU member on such leave may return to work at any time mutually acceptable to the ASU member and the District at the beginning of a semester and with reasonable notice.
 3. Any time before the expiration of the leave, the ASU member may apply for and receive an extension of the leave, not to exceed one (1) year.
- B. Upon the recommendation of the Superintendent and the approval of the Board, a leave of absence without pay or increment of up to one (1) year may be granted to an ASU member for personal reasons. Additional unpaid leave may be granted at the discretion of the Board,
- C. Upon the recommendation of the Superintendent and the approval of the Board of Education, any ASU member whose personal illness extends beyond the period of his or her accumulated paid sick leave will be granted an unpaid leave of absence for such time as is necessary for complete recovery from such illness, up to a maximum of two (2) years.
- D. Military leave will be granted to any ASU member as provided by the military law.
- E. All benefits to which an ASU member was entitled at the time his/her leave of absence commenced, including unused accumulated paid leave, will be restored to him/her upon his/her return. An ASU member on leave shall not be eligible to apply for a specific position which may become available while he/she is on leave. Upon his/her return from leave, he/she will be assigned to any position available within his/her tenure area at the sole discretion of the Superintendent of Schools.
- F. All requests for leave or extensions or renewals of leaves under this Article will be applied for and granted in writing.

- G. An ASU member on leave of absence for a school year or more shall notify the Superintendent as to his/her intention to return to service at least six (6) months prior to the expiration date of such leave. If the Superintendent has not received timely notice, he/she shall send a letter of inquiry to the ASU member at an address provided for such purpose. Failure to notify the Superintendent within a month of such inquiry shall be assumed to constitute a resignation.

ARTICLE 12 MISCELLANEOUS

A. Professional Dues:

For each ASU member, the Board agrees to pay annual professional association membership dues to the School Administrators Association of New York State (SAANYS). In addition to the payment of dues for basic membership in SAANYS, the Board agrees to pay the annual membership dues for other professional associations that the Superintendent has determined, in her sole discretion, to be sufficiently beneficial to the District.

B. ASU Member Absences

1. Medical Excuses. The Superintendent may request a school physician's report on personnel when in his/her opinion it is in the best interest of the health of the children, other personnel, or the person to be examined.
2. Absences for unapproved reasons shall result in a deduction of payroll on a day-for-day basis.

C. Transfer of ASU members within their Tenure Area

It is understood and agreed that the Superintendent shall have authority to transfer ASU members to different positions within their tenure area, which may include transfers between buildings. Such authority shall be exercised in the Superintendent's sole discretion. In the case of a transfer ("voluntary or involuntary") between buildings, the earliest possible notification will be given. In all such transfers, full consideration will be given to the ASU member's qualifications, seniority, school's educational needs, benefits accruing to the job and needs of the teachers, staff and other administrators involved.

ARTICLE 13 RETIREMENT BENEFIT

The retirement options listed below will be available to members of the ASU as follows:

- A. Upon retirement from the District through the NYS Teachers' Retirement System ("TRS"), an ASU member shall be permitted to present acceptable documentation from TRS to the District's Business Office, verifying that such retirement through TRS has been finalized. Upon acceptance of the such documentation by the Business Office, the retired ASU member shall then be entitled to choose only one (1) of the following options:
1. The ASU member's accumulated unused paid S&P Leave days at the time of retirement, not exceeding the maximum set forth in Article 8(B), shall be converted to a medical pool at the rate of \$125 per day. The amount so determined shall be held by the District to be used for current and/or future payments of the retired ASU member's health care costs associated with the Hospital and Medical Insurance program specified in Article 7(I), or subsequently provided by the District to the membership of the ASU. When the pool monies have been depleted, the district has no further financial obligation to the retiree or his/her heirs. However, the retiree or his/her spouse may opt to remain in the aforementioned Hospital and Medical Insurance program, at their own expense, but only for so long as they are deemed eligible by the Trust and/or the applicable insurer.
 2. If legally permitted, the retired ASU member's accumulated unused paid S&P Leave days at the time of retirement, not exceeding the maximum set forth in Article 8(B), shall be valued at a rate of \$125 per day. Thereafter, upon the District's receipt of a written instruction letter from the member, directing the District's Business Office to make payment to a 403(b) plan selected solely by the member and without any assistance from the District, the Business Office shall forward a check payable in the amount calculated as set forth herein, to such 403(b) plan. After such check has been negotiated (cashed or deposited) by the 403(b) plan selected by the member, the District shall have no further financial obligation or liability under this provision, and the retired ASU member will hold the Board of Education harmless and shall indemnify the Board and all of its employees against all claims, losses, liabilities, or costs arising or claimed to have arisen from this provision, including but not limited to the District's action upon the member's written instruction letter.
- B. If an ASU member reaches the minimum age required above with less than 20 years of credited service with the NYS Teachers' Retirement System, the minimum age shall be the end of the school year during which 20 years of credited service is reached.

C. Notification Requirements

In order for a retiring ASU member to be eligible to receive the benefit set forth in Section A above, he or she must first provide written notification to the Superintendent of Schools at least sixty (60) days before the date of retirement.

ARTICLE 14

GENERAL

- A. This Agreement shall supersede any rules, regulations, policies or practices of the Board or its employees which shall be contrary to or inconsistent with the terms of this Agreement.
- B. The parties hereto acknowledge that they have each had a full and complete opportunity to negotiate and present proposals and counterproposals prior to any ratification of this Agreement.
- C. The Board agrees to make available to the ASU's Chief Negotiator public records of the School District.
- D. Copies of this contract, incorporating any amendments thereto, shall be printed at the expense of the Board in a format developed jointly by the ASU and the Board and presented to all teachers now employed or hereafter employed by the Board.
- E. 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.
- F. The Board agrees to make appropriate arrangements to allow ASU members the opportunity to enroll in one or more tax sheltered annuity programs.
- G. If any provision of this agreement is found to be contrary to law, then such provision shall not be applicable, performed, or enforced except to the extent permitted by law. All other provisions of this agreement will continue in full force and effect.

ARTICLE 15 TERMS OF AGREEMENT

Subject to any future amendments that may extend its term, this Agreement will remain in effect up to and including June 30, 2016. Upon prior notice either party may open negotiations as to any and all provisions of this Agreement on or after January 15, 2016.

This Agreement represents the entire and integrated agreement between the Board and the ASU and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by a written instrument, duly signed by the representatives of both parties. Neither party shall be deemed to have waived any term or requirement of this Agreement unless the waiver is expressly memorialized in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement.

CHEEKTOWAGA CENTRAL SCHOOL DISTRICT

BY: _____
Brian J. Gould, President, Board of Education

Date

BY: _____
Dennis M. Kane, Superintendent of Schools

Date

CHEEKTOWAGA CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE AND SUPERVISORY UNIT

BY: _____
Brian Hickson, President

Date

Appendix A:

ASU MEMBER GRIEVANCE STATEMENT

Name of grievant (meaning, ASU member making this statement):

Grievant's Administrative Position/Title: _____

Each Article or other part of the collective bargaining agreement claimed to have been violated or misinterpreted (specify all applicable subdivisions): _____

Date and time when claimed violation occurred: _____

Place where alleged events or conditions occurred (if applicable): _____

Descriptive statement of grievance: _____

Descriptive statement of redress sought: _____

Date that the Grievance Committee consented to this Statement being made: _____

Date of this Statement: _____

Grievant's Signature: _____

Date of Delivery to Superintendent: _____

Date received by Superintendent: _____

Appendix B:

[Attach 2005 Memorandum of Agreement entered into between the ASU and the Erie 1 BOCES Health Benefit Plan Trust (now known as the 'NY44 Health Benefits Plan Trust)].

