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Contract Database Metadata Elements

Title: **Salamanca City School District and Salamanca Administrative & Supervisory Association (2002)**

Employer Name: **Salamanca City School District**

Union: **Salamanca Administrative & Supervisory Association**

Local:

Effective Date: **07/01/02**

Expiration Date: **06/30/06**

PERB ID Number: **6103**

Unit Size: **7**

Number of Pages: **26**

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6103

Agreement between

The Superintendent of Schools of
The City School District of the City of
Salamanca, New York

and

The Salamanca Administrative and Supervisory
Association

Effective July 1, 2002 - June 30, 2006

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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***AGREEMENT BETWEEN
THE CITY SCHOOL DISTRICT OF THE CITY OF SALAMANCA, NY
AND
THE SALAMANCA ADMINISTRATIVE AND SUPERVISORY ASSOCIATION
EFFECTIVE JULY 1, 2002 - JUNE 30, 2006***

ARTICLE 1: GENERAL

Pursuant to Article 14 of the Civil Service Law of New York State and to its own bylaws adopted to respect thereof, the City School District of the City of Salamanca, N.Y., (hereafter called the "District") hereby adopts the following agreement, also adopted by the Salamanca Administrative and Supervisory Association (hereafter called the "Association"),

ARTICLE 2: RECOGNITION

The District has recognized the Association as the exclusive bargaining agent for all administrative and supervisory personnel of the Salamanca City Central School District. The professional positions incorporated in such recognition include the following:

- | | |
|---|-----------------------------------|
| ➤ High School Principal | Middle School Principal |
| ➤ Elementary Principal (Prospect) | Elementary Principal (Seneca) |
| ➤ Assistant Secondary Principal/Athletic Director | Director of Alternative Education |
| ➤ K-12 Curriculum Coordinator/Grant Writer | |

Any and all newly created or substantially altered existing supervisory or administrative positions which include the community of interest shall be automatically included in this recognition and shall be represented by the Association. The Superintendent will consult with the Association when determining the terms and conditions of their employment for newly created or altered positions. The community of interest is defined as the Superintendent mandating a person to observe and submit non-tenure and tenure reports regarding person or persons under the supervision of the member.

All members and positions covered by this Agreement are considered twelve-month employees of the District.

**ARTICLE 3: RECOGNITION AGREEMENT
SALAMANCA BOARD OF EDUCATION AND**

SALAMANCA ADMINISTRATIVE AND SUPERVISORY ASSOCIATION

Pursuant to Article 14 of the Civil Service Laws of New York State and to its own bylaws adopted in respect thereof, the Board of Education of the City School District of the City of Salamanca, New York, hereby adopts the following agreement covering recognition of a representative organization for the SASA unit of the City School District and the methods by which negotiations shall take place with said organization.

3.1 *Agreement*

The agreement is understood between the Board of Education of the City School District of the City of Salamanca, New York (hereinafter referred to as the "Board") and the Salamanca Administrative and Supervisory Association (hereinafter referred to as the "Association".)

3.2 *Philosophy*

The Board and the Association recognize and declare that the primary function of the Board and its professional staff is to assure a quality education for the children of the City School District.

The Board and the Association recognize that School Administration is a profession. Both believe that a high quality education is realized to the highest degree when mutual understanding, cooperation, and effective communication exist between the Board and the Association.

The Board recognizes that members of the School Administration profession are particularly qualified to assist in formulating policies and programs designed to improve the quality of education in local schools.

The Association recognizes that the Board, under the laws and regulations pertaining to education in New York State, has the ultimate responsibility for making decisions affecting education in local schools.

3.3 *Recognition*

The Board, in order to recognize an organization as exclusive representative of a negotiating unit, requires satisfactory evidence that the organization in fact represents a majority of such employees. Such evidence shall be of the kind specified in Article 14 of the Civil Service Laws of New York State and in the form specified in the bylaws of the Board pursuant to those laws. In the event of a challenge, the Board will proceed according to its bylaws pursuant to said Article 14.

By virtue of satisfactory evidence submitted by the Association to the Board that the Association does represent the majority of the Members of the instructional negotiating unit of the District, the Board, on March 12, 1973 at a regularly scheduled meeting, recognized the Association as the official negotiating agent for all members of this negotiating unit as specified in its bylaw pursuant to Article 14 of the Civil Service Laws of New York State. This recognition shall continue in effect so long as the Association's active membership contains more than 50 percent of the personnel of the Instructional negotiating unit, or is challenged as a collective negotiating agent, or becomes ineligible, as a matter of law, to so act, as provided in Section 104.8 and elsewhere in the bylaws of the Board, adopted pursuant to said Article 14.

3.4 *Principles*

Professional Personnel. It is recognized that members of the negotiating unit require specialized qualifications and that the success of the educational program in the City School District depends upon the maximum utilization of the abilities of administrators and supervisors who are reasonably well satisfied with the conditions under which their services are rendered.

Right to Join or Not Join. It is further recognized that members of this negotiating unit have the right to join, or not to join the Association, but membership shall not be a pre-requisite for employment or continuation of employment of any member of this negotiating unit.

Rights of Minorities and Individuals. The legal rights inherent in the New York State Education Law and in the rulings and regulations of the Commissioner of Education affecting certificated personnel are in no way abridged by this agreement.

3.5 *Areas for Discussion and Agreement*

This recognition constitutes an agreement between the Board and the Association to reach mutual understandings regarding matters related to terms and conditions of employment. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the City School District. They recognize further that the Board must operate in accordance with all statutory provisions of the state and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

3.6 *Procedures for Conducting Negotiations*

Negotiating Teams. Designated representative(s) of the Board will meet with designated representative(s) of the Association for the purpose of discussion and reaching mutually satisfactory agreements.

Two days shall be granted to each member of the Association's negotiating team, upon written request, not to exceed an aggregate total of six days for the team.

ARTICLE 4: OBLIGATIONS OF THE DISTRICT

4.1 Professional Fund

4.1A Each member hired prior to July 1, 1993 shall be eligible to receive \$2,500 annually to be allocated by the District as follows:

1. Cafeteria Plan (IRS 125 Flex Plan administered by District designee), no less than \$250 annually.
2. Tax sheltered annuity.
3. Reimbursement for dues of professional organizations and/or conference expenses over and above those already allocated in this contract.
4. Compensation for work related programs, or graduate course tuition approved by the superintendent, and/or evening and weekend supervision of student activities and athletic contests. This compensation will be based on an hourly rate of \$20 per hour.

For each Fiscal Year: Prior to July 1, each individual bargaining unit member shall submit to the superintendent a written request for allocation of funds to the four categories above. This request is subject to the approval of the superintendent. Such approval shall not be unreasonably withheld.

4.1.B. Bargaining unit members hired after July 1, 1993 shall receive membership in the Cafeteria Plan (IRS 125 Flex Plan) and the District will contribute \$100 annually to that member's account.

4.1.C. Bargaining Unit Members may submit a written request to the Superintendent by April 1st of each year to modify the original plan for the use of this allocation.

4.2 Reimbursement to a Member for graduate course tuition under provision 3.2 will be made in single, one-time payment either in March or October, provided that the District Clerk has

received valid receipts for tuition actually paid and transcripts (or other proof of successful completion acceptable to him/her) on or before the first day of said months for all courses previously not reimbursed, completed by said Member up to that time.

- 4.3 No position in the Salamanca Administrative and Supervisory Association shall be abolished except at the end of the District's school year. Each person holding such a position shall be notified in writing of the abolition by April 1 of the current fiscal year.
- 4.4 In the event that the District enters into any negotiations or study for the purpose of merging or consolidating with any other school district, the District will so advise the Association within 20 calendar days.

The District will consult with the Association in regard to any proposed merger, consolidation or annexation prior to the District executing any final action providing for such a merger, consolidation or annexation. In the event that such a merger, consolidation or annexation results in reduction in the number of administrative positions of the District, the Association may request that the District enter into impact negotiations.

- 4.5 The Association shall have the right to consult with the Board on the school calendar for the year ahead.

ARTICLE 5: OBLIGATIONS OF THE ASSOCIATION

General Statement. The Members declare their commitment to their profession and to their functions in the District that the District's educational programs be the best possible for the students insofar as they are able to provide. They further declare:

As professional educators it is our responsibility to the students in our district to give of ourselves, our efforts, and our abilities to the highest degree necessary for the establishment of a better future and society in which we live. We therefore pledge that we will never strike or support a strike of educators, realizing that our primary responsibility is to our children and society.

The Association agrees to the following provisions:

- 5.1 Members will administer and manage the policies and programs of the District within their purview.

- 5.2 Members will enforce all work agreements and work rules within their purview, including, but not limited to, the Agreement between the District and the Salamanca Teachers Association.
- 5.3 Members will administer and manage the buildings and property of the District within their purview.
- 5.4 Members will dispose of all matters involving pupils, parents and all other matters that come within their purview.
- 5.5 Members will abide by all existing policies, rules and regulations of the District.

ARTICLE 6: OTHER AGREEMENTS

- 6.1 Under the general direction of the superintendent and subject to appropriate provisions of law, members will, wherever feasible, be involved in the recruitment and selection of those teachers and para-professionals for which they will be responsible.
 - 6.1.1 Members will recommend personnel for employment.
- 6.2 As may be mutually agreed between the superintendent and a Member, in order to improve work skills, said Member will undertake appropriate educational activities, such as attendance at workshops and conferences.
- 6.3 Under the direction and supervision of the superintendent, Members will each year organize their goals and objectives for the year ahead and include them in their annual end-of-year reports.
- 6.4 Under the direction of the superintendent, Members will provide such records and accountings as may from time to time be required for the purpose of evaluating their efficiency and effectiveness.
- 6.5 Under the supervision of the superintendent, Members will be responsible for all cost accounting applicable to their responsibilities.
 - 6.5.1 It is understood that no elaborate scheme is contemplated for such accounting, but Members will have to justify their activities in terms of alternative money or other costs.

- 6.6 Other provisions of this Agreement notwithstanding Members will be accountable for completing all of their responsibilities promptly, correctly, properly and in a timely manner.
- 6.7 All Members of this bargaining unit will complete all assigned administrative responsibilities daily to the satisfaction of the superintendent.

ARTICLE 7: PROBATIONARY APPOINTMENT

- 7.1 The term of the initial probationary appointment with each Member will be three years.
- 7.2 Each probationary appointment will be reviewed by the superintendent no later than the first day of the fifteenth month prior to the month in which the appointment will expire, and a determination of its renewal at the sole discretion of the superintendent will be made at that time.
- 7.3 The Member may terminate employment at any time for any reason upon written notice of 30 days commencing upon the day the resignation is accepted by the Board of Education, unless other arrangements are approved by the superintendent.
- 7.4 During the term of each probationary appointment, the Member will be entitled to the same rights and privileges and have the same duties and obligations as a tenured Member as specified in appropriate sections of Article 61 of the Education Law.
- 7.5 The superintendent will meet periodically with Members affected by this Article for the purpose of evaluation at times and places mutually convenient for such purpose.

ARTICLE 8: GRIEVANCE PROCEDURE

8.1 *Declaration of Policy*

In order to establish a more harmonious and cooperative relationship among teachers, administrators, and members of the Board of Education, which will enhance the educational program of the City School District of the City of Salamanca, N.Y., 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 instructional administrative-supervisory negotiating unit pursuant to this Agreement.

8.2 *Definition*

- 8.2.1 Employee shall mean any employee whose terms and conditions of employment are governed by the terms of this Agreement.
- 8.2.2 Aggrieved Party shall mean any employee 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 employee or a group of employees.
- 8.2.3 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.
- 8.2.4 Supervisor shall mean the appropriate department chairman, assistant principal, principal, or other administrative or supervisory officer responsible for the area in which a grievance arises.

8.3 *Grievance Procedures*

8.3.1 *Informal Stage*

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

8.3.2 *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 Superintendent of Schools or his designee. In such case, within the next five school days, the aggrieved party and the appropriate supervisor shall each submit to the superintendent of schools or his designee written statements setting forth the specific nature of the grievance and the facts relating thereto. Thereupon, within the next five school days, the appropriate supervisor shall appear at the informal hearing at which the aggrieved party, or an appropriate representative, may present oral and written statements. The final determination at the Second Stage of the grievance

procedure shall be made by the superintendent of school or his designee within the next 10 school days.

8.4 *Arbitration*

In the event the aggrieved party is not satisfied with the decision at Stage Two, 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 of schools in writing, request of the American Arbitration Association the assignment of an arbitrator pursuant to the Voluntary Arbitration Rules.

Said arbitrator shall issue his decision not 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, than 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 on the 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 9: LEAVES OF ABSENCE

- 9.1 All Members shall be entitled to 12 days sick leave per year. Such sick leave shall be cumulative to 220 days.

9.1.1 A Member will be permitted upon receipt of a written request to transfer to any other Member, portions of said Member's unused sick leave should that other Member have expended all of his (her) sick leave.

*E.g., Article 14 of the Civil Service Law, the rules and regulations of the Public Employment Relations Board, and appropriate court decisions.

*E.g., Article 51 of the Education Law, the rules of the Board of Regents, the regulations and decisions of the Commissioner of Education, and appropriate formal opinions of the Comptroller.

9.2 Temporary Leaves of Absence. Members shall be entitled to the following non-cumulative temporary leaves of absence with pay each school year:

9.2.1 Members will receive five personal business days per year, which may be used at any time during the work year. Any unused personal business days will be rolled over to accumulate as sick time.

9.2.2 Five days leave shall be granted to Members for matters of family emergency, illness, death and other matters deemed by the superintendent as emergency in nature. All members are allowed, at their signed request, to utilize their accumulated sick leave at no loss of pay for additional family emergencies, illnesses, or death, provided that not more than five such sick days be used for each emergency, illness, or death.

(1) When referring to illness, family shall mean employees' spouse, children, grandchildren, parents, grandparents, sisters, brothers, spouse's parents and members of the immediate household. (For spouse's parents' illness, Superintendent's knowledge and approval are necessary.) When referring to death, family shall mean the employee's spouse, children, grandchildren and the employee's or spouse's parents, grandparents, brothers, sisters, and members of the immediate household.

(2) Reasons for claiming the existence of a family emergency shall be submitted in writing by the Member to the superintendent within five days of returning to school from the absence; it shall be within the superintendent's discretion to determine whether the absence will be charged as a family emergency or must be taken as another day provided within the contract.

9.2.3 A Member shall be granted leave without loss of pay as may be necessary in order to perform jury duty. Such leave shall not be deducted from any other leave allowance.

Member shall notify Superintendent of member's call to jury duty as soon as possible, at no loss of pay.

9.3 *Child Care or Maternity Leave*

9.3.1 The Board of Education upon the recommendation of the Superintendent shall be authorized to grant a maternity leave or child care leave without pay for a period not to exceed two (2) years. When applying for such a leave, Administrators are requested to commence such a leave at the beginning of the school year or after the first semester. When planning to conclude such a leave, Administrators are required to return to their duties at the beginning of a school year or the beginning of the second semester.

Upon application, an unpaid child-rearing leave may be taken to care for a newborn or newly adopted infant. Such leave shall be granted to take effect either on the end of the mother's disability following birth or at birth in the case of a leave by the father (as the case may be) or on the placement of the infant in the adopting teacher's home. It shall be granted for a period not to exceed beyond September 1st following the infant's second birthday but may be terminated at an earlier time by mutual agreement by the teacher, the superintendent, and authorization by the Board of Education.

Shall another birth or adoption occur during the child-rearing leave, the teacher shall be granted another child-rearing leave upon request.

9.4 *Military Leave.*

The superintendent shall be authorized to grant military leave without pay, 30 days per year as per current law, to any Member who is inducted into, or called to active service in any branch of the armed forces of the United States; provided that upon return from such leave, the Member shall be placed on the step of the salary schedule to which he would have been entitled had he remained actively employed in the system during the period of this absence, up to a maximum of three years; provided that no Member shall acquire tenure during this period of time. Tenure must be achieved through actual service to the school district.

9.5 *Miscellaneous Provisions*

9.5.1 The Board of Education is authorized to grant at its discretion to any Member a leave of absence up to one year beyond his cumulated sick leave without pay or increment, only for personal illness; provided that requests for such leave shall be supported by appropriate medical evidence, including verification by the school doctor at the discretion of the Board.

9.5.2 All benefits to which a Member is entitled at the time his extended leave of absence commenced, including unused cumulated sick leave and the right to continue probationary period, shall be restored to him upon his return.

9.6 *Workers Compensation*

The Board agrees to provide, as required by law, workmen's compensation insurance so that whenever a regularly employed member is absent from his employment and unable to perform his duties as a result of personal injury caused by an accident or an assault occurring in the course of his employment, if the employee so chooses, he will be paid his full salary during his absence from his employment up to the limit of his accumulated sick leave and will receive compensation payments, as determined by the compensation board, beyond that time.

- (1) When an employee covered by this provision returns to regular employment, any sick leave deducted as a result of the covered absence will be returned provided that the employee has signed the "Employer's Request for Reimbursement" form for wages paid covering the period during which wages were advanced to the employee for a covered personal injury.
- (2) It is recognized as a matter of law that if an employer has made advance payments of compensation, or has made payments to an employee in like manner as wages during any period of disability, the employer shall be entitled to be reimbursed out of any unpaid installment or installments of compensation due.

9.7 *Public Service Leaves.*

Public service leaves will be granted to those Members who are elected or appointed to a political office necessitating their leaving the profession temporarily. Such leaves will be of two kinds; (1) Long term, during which a Member will be absent for a continuous period of time, as upon election to the State Legislature, and (2) short term, during which a Member may have to be absent on a day by day basis, as upon election to the State Legislature, and (2) short term, during which a Member may have to be absent on a day by day basis, as upon election to the County Legislature. No salary or any benefits of employment will be connected with such leave in any way.

9.8 *Personnel*

9.8.1 Under the general direction of the superintendent, Members shall continue to abide by the customary and/or traditional provisions of policy, regulations, and rules that have been in use in this district even though they may not formally be treated in this agreement.

- 9.8.2 SASA members shall be recognized as having such authority and responsibility as has been delegated by the superintendent in each case affecting the various policies, regulations, and rules of the district.

ARTICLE 10: ITEMS RELATING TO THIS AGREEMENT

- 10.1 The Association and the Board agree that no items of any nature or kind will be negotiated during the term of this contract; except that the renegotiation process will begin as specified in the recognition agreement adopted by both parties and except, further that both parties agree to an informal process of conference during the life of this agreement to discuss, but not to negotiate, items of concern to either party, as noted in Article I.
- 10.2 This agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms; the provisions of this agreement shall be incorporated into the considered part of the established policies of the Board.
- 10.3 If any provision of this agreement or any application of the agreement to any Member or group of Members shall be found contrary to law, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect during the life of the agreement.
- 10.4 The Association agrees to share with the Board the costs of all grievance procedures, legal fees, mediation procedures, printing costs, administrative cost, overhead costs, and all other costs directly resulting from the negotiations, contracts, and agreements undertaken and made between the Association and the Board, except only in those specific instances for which the Taylor Law indicated another procedure.
- 10.5 In the event the District and the Association have not, in any one year, reached a settlement prior to the expiration date of this agreement on items then being negotiated, all provisions of this agreement shall continue in full force until such time as a settlement is reached. The question of retroactive application of any provision of the eventual settlement will be determined through negotiation at that time.
- 10.6 Notwithstanding the wording of any portion or provision of this agreement, the Association recognizes and accepts that the establishment of the instructional, administrative-supervisory negotiating unit and the recognition by the Board of the Salamanca Administrative and Supervisory Association as bargaining agent for said unit absolutely bars the application of any portion or provision of said agreement to any position or person not included within said unit, effective March 12, 1973.

- 10.7 Any past agreement not covered in this contract will remain in effect unless modified, changed or altered in this agreement.

Role of the Chief Negotiators. The Board and the Association recognize the potentially difficult situation into which Article 14 of the Civil Service Laws of New York State places the chief negotiators of both the Board and the Association in their continuing relationships within the City School District. The Board and the Association therefore agree to avoid, insofar as possible situations arising from the negotiation process that might tend to jeopardize the roles of both chief negotiators relative to the City School District's educational processes and products.

Opening Negotiations. Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following such request. In any given school year, such request shall be made on or before February 1. Should neither party open negotiations as provided, the existing agreement, automatically up-dated as may be necessary, will become valid for a subsequent period of time. All issues proposed for discussion shall be submitted in writing by the Association to the delegated representatives of the Board at the first meeting. The Board shall submit in writing to the Association's representatives, no later than the second meeting, additional issues upon which it wishes to negotiate. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed to by the parties.

Negotiation Procedures. Designated representative(s) of the Board and Association shall meet at mutually agreed upon places and times to exchange fact, opinions, proposals, and counter-proposals in an effort to reach mutual understanding and agreement.

Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described in paragraph 2, above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.

Exchange of Information. Both parties and/or the superintendent shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

Consultants. The parties may call upon consultants to assist in preparing for negotiations and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

Committee Reports. The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, or an authorized committee of the Association, the proceedings of the negotiations shall not be released in any

way or form whatsoever unless such an issuance has the prior approval of both chief negotiators.

Reaching Agreement. When consensus is reached covering the area under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Board and the Association or an authorized committee of the Association, for approval. Following approval by a majority of the Association membership, or a majority of an authorized Association committee, and by a majority of the Board, the Board will take such actions upon the recommendation(s) submitted as are necessary to make them official.

Resolving Differences. In cases of disagreement about the meaning or application of this agreement, the parties agree to consult a Review Committee of three persons. One member of this committee shall be designated by the Board, one member by the Association, and these two shall select a third who will be chairman. This committee shall act as fact-finders, conferring with both parties and making recommendations for settlement of the issue(s) in question within 20 days for the date of its establishment. If agreement is not reached on a third member of the Review Committee within 15 days, or if no settlement is made of the disagreement within 10 days after the report of the committee is submitted to both parties, a mutual request shall be submitted to the Public Employment Relations Board to arrange for mediation of the disagreement. All fees and expenses of the Review Committee and/or the mediator(s) shall be borne equally by the two parties.

ARTICLE 11: SALARY AND OTHER BENEFITS

11.1 **Salary increase.** All employees covered under the contract as of July 1, 2002, shall receive:

2002-03	\$3,000	2004-05	\$3,250
2003-04	\$3,000	2005-06	\$3,500

Salary adjustment for Mary Elizabeth Koch over a three-year period:

2002-03	\$3,000
2003-04	\$3,000
2004-05	\$3,000

Each administrator covered by the contract will be eligible for performance-based compensation not to exceed \$2,000 per year. Performance-based compensation must be tied to student achievement, the District's Strategic Plan, and/or each building's School-Wide Plan.

Annual goals and objectives will be submitted to the Superintendent for review by July 20 in each year of the contract.

The Superintendent will collaborate with each administrator and establish goals and objectives for the year for performance-based compensation by August 20 in each year of the contract.

A quarterly review by the Superintendent and each administrator will take place by November 20, by February 20, by April 20, and by June 20 in each year of the contract to determine the amount of performance-based compensation that will be added to the administrator's base salary at that time.

11.1a Longevity

Administrators will receive a long service stipend based on years of service as an employee of the Salamanca City Central School District.

Total years of service to District	Amount (the amounts listed are accumulating)
11-15	\$500.00
16-20	\$500.00
21-25	\$500.00
26-30	\$500.00

11.2 **Pay dates.** Bargaining unit members' pay will be deposited biweekly. If a payday falls on a legal holiday, the pay will be deposited on the day prior to the legal holiday.

Administrators' pay will be deposited directly with either the Salamanca Trust, Fleet Bank, Cattaraugus County Bank or CCSE Federal Credit Union. Each member individually authorizes in June on District- provided forms, which authorizations remain in effect for the succeeding school year.

11.3 A member of the Salamanca Administrative Supervisory Association negotiating unit who is retiring under the New York State Teachers Retirement System will be compensated for unused cumulative sick leave at a rate of \$100 per day. The member may:

Option #1

Withdraw this money from the District in a one-time cash payment
or

Option #2

Choose to leave the total amount with the District in a pool to be used to pay health insurance premiums for the member and spouse until this pool is exhausted.

Members selecting #1 will have the option to be paid on the first payday in July or at a later date to be determined by the individual. All members must inform the superintendent in writing of his/her intention to retire no later than March 31 of the final year of service. Should a member, having made the required announcement of retirement, die in service, the District will pay any compensation due that member under this provision to that member's stated beneficiary on what would have been the member's last day of service prior to retirement. Members selecting #2 leaving their money with the school will have it used to

pay for their share of health insurance premiums annually until the original amount is paid out in full. In case of the death of both husband and wife, all unused monies revert to the beneficiary; at which point all board responsibilities cease. Once a member has decided on Option #1 or Option #2 a change may not be made.

11.4 Health Insurance/Base Salary

The District will increase the employees base salary by \$2,000 in the following years:

2003-04	\$2,000
2004-05	\$2,000
2005-06	\$2,000

This provision will sunset at the conclusion of this contract.

11.4a **In Lieu of Health Insurance Coverage**

An employee opting not to participate in the District Health coverage will receive the following payments in lieu of health insurance coverage:

2003-04	\$3,500
2004-05	\$3,750
2005-06	\$4,000

11.5 Health Insurance.

The District will provide Health Insurance coverage through the Cattaraugus –Allegany Choice Plan. Beginning in the 2003-04 school year the District will pay 70% on the employee health insurance premium. This percentage will increase to 80% in 2004-05 and 90% in 2005-06.

If an employee elects coverage other than the Choice Plan, the District will only pay the equivalent dollar amount of the percentages of the Choice Plan listed above.

- (a) If for any reason the "Plan" ceases to exist or the District terminates its participation the District then will provide coverage equal to or better than the plan coverage in existence at the time of termination. The District has the option of submitting alternate coverage. If the District is to change coverage, SASA will be consulted prior to any determination.
- (b) Any complaints under the "Plan" with respect to its interpretation or application must be processed through the "Claim Review Procedure" set forth in the "Plan" document. If the matter is not settled to the employee's satisfaction, and the "Plan"

document does not provide for arbitration of such dispute, then within thirty (30) days of written answer from the governing committee of the "Plan", the Association may submit the issue directly to binding arbitration. The Association and the District agree that such binding arbitration should only be before an arbitrator under the Rules of the American Arbitration Association who has expertise in medical health insurance coverage benefits and policies and is familiar with the right of covered individuals and the responsibilities of the insurance provider. The "Plan" administrator will furnish the Association with all pertinent data related to the dispute, subject to the provisions of (c) below.

- (c) All data obtained by the "Plan" administrator with respect to insurance claims shall be considered confidential and shall be disbursed to persons involved or connected with the "Plan" strictly on a need to know basis and such information shall be utilized for no other purpose than is necessary for the administration of the "Plan" and the payment of claims. Any health data obtained by the "Plan" may not be used to discipline or dismiss an employee.
- (d) Any employee who leaves the employment of the District (other than an employee who retires) or whose services are terminated shall be offered the right of conversion for health insurance coverage regardless of insurability at the full cost and expense of the employee. If the employee or the District is unable to obtain coverage, he/she may continue to participate in the "Plan" at his/her own expense in which case the District may require proof of rejection of insurance. If the former employee is offered insurance, including coverage for pre-existing conditions, but chooses not to purchase same, the "Plan" is not obligated to provide coverage. The "Plan" will accept condition until the conversion plan coverage for said condition shall apply.
- (e) Employees who submit claims in accordance with the procedures established by the "Plan" and if the claim is not disapproved in accordance with the "Plan" procedures, shall have said claim paid (to the extent of the coverage provided) in a timely manner so that the employee shall suffer no financial loss as a result of the slow payment of a claim. It shall be considered that the employee suffered no financial loss if such claim is paid within a reasonable period of time in comparison to the payment of similar claims by BC/BS or other well-known health insurance plans.
- (f) For new employees, coverage under the "Plan" shall be automatic and effective unless the employee declines the coverage in writing. Such a waiver shall be filed in the employee's personal folder. An employee may reconsider and join the "Plan" at a later date by notifying the employer in writing of his/her desire of coverage. Coverage under the "Plan" will commence on the first day of the month following the employer's receipt of the request for coverage.

- (g) An employee, whose spouse works for the same District or another school district participating in the "Plan", may enroll in the "Plan" with no lapse in coverage if their spouse's coverage ceases for any reason. In no event shall there be double coverage in the "Plan".
- (h) Effective July 1, 1989, unit members may elect to choose an optional cash buyout in lieu of either single or family plan health insurance. If the employee chooses the cash buyout option, the employee will receive the sum of \$2,000.00 family and One Thousand (\$1,000.00) single. Payment will be made on December 1 of each contract year by separate check. If the employee loses coverage at any time during the year, the employee will be able to rejoin the District health insurance policy within thirty (30) working days with no penalty. The provisions of this section shall cease to be effective on June 30, 2002.

11.6 Vacation

All unit members will receive 20 vacation days each year (effective July 1st of each year). Administrators may carryover 5 days from one year to the next with the approval of the Superintendent and may accumulate up to 10 days.

Administrators must notify the superintendent when using vacation days while school is not in session; vacation days requested when school is in session must receive prior approval of the Superintendent. For purposes of this provision, summer programs conducted during July and August do not constitute school being in session.

11.7 Holidays

All Administrators will receive the Holidays defined below: July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Day After Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day.

11.8 District Snow Days

Administrators are not required to report to work unless it is an emergency request from the Superintendent.

11.9 Performance-Based Compensation

During the term of this contract there will not be an additional stipend paid for goals and objectives. However, this provision will remain in the contract for

future consideration and discussion.

Annual goals and objectives will be submitted to the Superintendent by August 1st of each year and approved by the Superintendent by August 31 of each year.

A quarterly review by the Superintendent and each administrator will take place by November 20, February 20, April 20 and June 10 of each year of the contract to determine whether or not the administrator has successfully completed the goals.

ARTICLE 12: REQUIRED PROVISIONS

The following provision is mandatory in all agreements negotiated after April 1, 1969, effective date of the Taylor Law revisions:

S/S 204-a. Agreements between public employers and employee organizations.

1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement.

"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."

2. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, including such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
3. Within sixty days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall upon such employment, be furnished with a copy of the provisions of this section.

ARTICLE 13: IMPLEMENTATION

This agreement will become effective upon its approval by a majority of the Association membership and by adoption by the District's Board of Education. Re-negotiation of the agreement for succeeding years will follow the provisions of the District's recognition agreements and pertinent provisions of this agreement.

FOR: THE CITY SCHOOL DISTRICT OF THE CITY OF SALAMANCA, N.Y.

By Mark Ward (L.S), its Superintendent duly authorized

Date 4/1/03

FOR: THE SALAMANCA ADMINISTRATIVE AND SUPERVISORY ASSOCIATION

By Jean Pasarella (L.S), its President duly authorized

Date 4/1/03

