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AD/6535

Agreement

Between the

**Superintendent of the Williamsville
Central School District**

And

Williamsville Coordinators' Association

July 1, 2007 – June 30, 2011

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JAN 14 2010

ADMINISTRATION

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Recognition and Term

- 1.1 The District recognizes the Williamsville Coordinators' Association as the exclusive collective negotiations representative of the Instructional Specialists/Coordinators, i.e., "members".
- 1.2 The term of this Agreement begins at 12:01 a.m. on July 1, 2007 and ends at midnight on June 30, 2011.
- 1.3 No provision of this Agreement may be deleted, waived or changed and no provision may be added to this Agreement by any other means except by a written and dated amendment to this Agreement signed by each party.
- 1.4 Except as provided in paragraph 1.5 of this Agreement, the District and the Association each waives any and all rights to insist on collective negotiations of any matter whether or not covered by this Agreement.
- 1.5 If either party desires to negotiate a successor to this Agreement, it shall serve written notice thereof on the other party not later than December 10th of the final year of this Agreement. The first negotiation meeting shall be held at a mutually agreeable date, time and place not later than January 31st of the final school year of this Agreement.
- 1.6 If this Agreement requires a party to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.
- 1.7 This Agreement is complete and contains all the provisions agreed to by the parties in negotiations during which each party had a fair opportunity to raise every matter which is a proper subject of collective negotiations.
- 1.8 All policies of the District, including any rules and regulations which are inconsistent with the provisions of this Agreement, shall be amended to the extent necessary to give effect to the provisions of this Agreement.
- 1.9 The District shall deduct Association dues and dues of organizations with which the Association is affiliated in a single deduction from the salary checks of a member if, and only so long as, the District has on file a written authorization therefor signed by the member. Not later than November 15th of each school year, the Association shall certify to the Assistant Superintendent for Human Resources in writing the total amount of annual dues per member to be deducted and the amount to be deducted from each salary check. Deductions shall begin with the first full pay period following receipt of the Association's certification. Not later than the end of the following week, the District shall remit to the Association all dues deducted during the previous payroll period.

- 1.10 A word used in one gender applies also to the other gender.
- 1.11 The term Assistant Superintendent, unless otherwise specified, refers to the member's supervisor.

ARTICLE 2 GRIEVANCES

General Provisions

- 2.1 A "grievance" is a claim that some provision or provisions of this Agreement has (have) been violated. A grievant is a member who has submitted a grievance.
- 2.2 In computing time limits provided in this Article 2, Saturdays, Sundays and legal holidays shall be excluded.
- 2.3 The time limits set forth in this Article 2 must be strictly adhered to by the parties and the employees. However, the parties may by mutual consent extend any such time limit, provided that any such extension be evidenced by a written memorandum signed by both parties. Consent to an extension shall not be withheld unreasonably by either party.
- 2.4 Before submitting a formal grievance the member must discuss the matter with the Assistant Superintendent and give him an opportunity to resolve the matter. Such discussion shall take place not later than the fifth consecutive day after the day on which the coordinator knew or should have known of the occurrence out of which the grievance arises. Such discussions shall be informal, but the member shall clearly state to the Assistant Superintendent that he believes he may have a grievance.
- 2.5 Grievance Procedure
- a. STEP 1: Not earlier than the tenth consecutive day following the discussion required by 2.1.4 of the Agreement, but not later than the fifteenth consecutive day after such discussion, a member who believes himself aggrieved shall present his grievance to the Assistant Superintendent on the form provided in Appendix A. The Assistant Superintendent shall answer the grievance in writing not later than the fifth consecutive day after he receives the grievance form.
 - b. STEP 2: If the member is not satisfied with the Assistant Superintendent's answer, he may appeal it to the Superintendent by delivering to him not later than the fifth consecutive day after receipt of the answer a written appeal which shall be accompanied by a copy of the grievance form and the Assistant Superintendent's answer. Not later than the twentieth consecutive day after he receives the appeal, the Superintendent shall meet with the aggrieved member and the Assistant Superintendent and such other persons as either of them or the Superintendent believes may contribute to an understanding of the matter grieved. Not later than the tenth consecutive day following the conclusion of such meeting, the Superintendent shall render a written decision on the grievance, a copy of which shall be given to the member and to the Assistant Superintendent.

- c. STEP 3: If the member is not satisfied with the decision of the Superintendent, he may appeal such decision to the Board of Education by delivering to the Clerk of the said Board not later than the fifth consecutive day after receipt of such decision, a written appeal which shall be accompanied by a copy of the grievance form, the Assistant Superintendent's answer and the Superintendent's decision. Not later than the twentieth consecutive day after the Clerk receives the appeal, the Board of Education shall meet with the aggrieved member and the Superintendent and such other persons as either of them feel may contribute to an understanding of the matter grieved. Not later than the tenth consecutive day following the conclusion of such meeting, the Board of Education shall render a written decision on the grievance a copy of which shall be given to the member and to the Superintendent.

ARTICLE 3 LEAVES OF ABSENCE

- 3.1 Jury Duty - If a member is called for Jury Duty, he shall notify the Assistant Superintendent not later than the first work day after he receives the call. Leave without loss of pay for Jury Duty shall be granted.
- 3.2 Accumulative Leave - Covers sick leave, family days and personal business days. Accumulative leave will accrue at the rate of 24 days per year to a maximum of 250 days. A newly hired member will be credited with 45 days when the person is new to the District.
 - a. Sick Leave - Leave with pay for personal illness.
 - b. Family - A total of 6 days per year to cover leave with pay for sickness in immediate family, religious holidays, court appearance (other than jury duty) or emergencies (unforeseen causes) such as impassable roads, flooding, zero visibility, fire or delayed commercial travel.
 - c. Personal Business - Up to 2 days' leave with pay per year. Such leave shall be taken only upon 3 days' written notice to the Assistant Superintendent unless such notice is waived by him in writing.
- 3.3 Bereavement Leave - Up to 5 days of paid leave may be utilized per occurrence of death in the employee's immediate family and up to 3 days of paid leave per occurrence of death in the immediate family of a household member.

Immediate family is defined as:

- a. spouse
- b. children
- c. parents
- d. sibling
- e. member of the immediate household

Three days may be used to cover bereavement for:

- a. grandparents
- b. grandchildren
- c. brothers/sisters-in-law

- 3.4 Conferences – Upon approval by the District, a member may be granted leave without loss of pay to attend professional meetings, conferences, and workshops and shall be reimbursed for all reasonable expenses in connection therewith in accordance with the current District policy.
- 3.5 Miscellaneous – An excused planned leave for purposes not covered by any other leave may be granted upon prior written request to the Assistant Superintendent, who shall notify the member as soon as practicable.
- 3.6 Child Care Leave shall be made available to a member on terms as favorable as those available to any other employee in the District.
- 3.7 Extended Sick Leave – Any member who has served continuously for a period of more than three years, who is necessarily absent from duty because of personal illness or physical disability and who has used all the sick leave with pay allowed under other rules may, upon approval of the Superintendent, be allowed additional sick leave with half pay for a period not to exceed three months, and, upon approval of the Board, for a second additional three months. This regulation does not apply to maternity/child care leaves. The Superintendent will notify the Board of all members receiving this special sick leave benefit.

ARTICLE 4 BENEFITS

Health Benefits

4.1 The District makes available for eligible members Independent Health Encompass “C”. Effective July 1, 2007, administrators shall contribute to the cost of their health plans by paying five percent (5%) of the premium cost through payroll deduction. Member contribution rates for the remainder of the Agreement shall be:

2008-09.....	5%
2009-10.....	7 ½ %
2010-11.....	7 ½ %

4.2 Nonduplication of Benefits – If both husband and wife are employees of the District, only one may enroll in a health benefit plan providing dependent coverage. Each may select a plan providing individual coverage if it is allowed by the carrier.

The District will pay five hundred dollars (\$500.00) to each Administrator eligible for family coverage who does not enroll in any health benefits program.

4.3 Dental Plan: The Dental Plan will be self-funded by the District at the level in effect during 1998-99.

4.4 Section 105(b) Account: Effective July 1, 2007, an account shall be credited in the amount of \$500.00 per member. The Board contribution in each school year thereafter shall be:

2008-09.....	\$500.00
2009-10.....	\$750.00
2010-11.....	\$750.00

Member payments of eligible medical expenses shall be via a District-provided debit card. Balances in the fund may be carried forward in accordance with federal law. The balance in excess of fifty dollars (\$50.00) remaining at retirement (see Article 7 for retirement eligibility) shall enure to the benefit of the member.

ARTICLE 5 OTHER CONDITIONS

5.1 No-Strike Clause – The Association, pursuant to the NEW YORK STATE PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT, reaffirms that said organization “does not assert the right to strike or to impose an obligation to conduct, assist, or participate in such strike.”

5.2 The terms of employment of a member on probation or tenure shall be governed by the applicable provisions of the NEW YORK STATE EDUCATION LAW.

5.3 Vacation - A member will receive twenty-six days of vacation for each twelve-month period worked. In the first year and final year of employment, paid vacation will be prorated in accordance with time served.

- a. Unused vacation may accrue at the rate of five days per year to a maximum of 50 days. Use of more than ten accrued vacation days in addition to the annual allotment is by specific approval of the Assistant Superintendent.
- b. Members should try to take their vacation when students are not scheduled for instruction. Any vacation time is by specific approval of the Assistant Superintendent.
- c. Each member’s vacation will be subject to approval by the Assistant Superintendent.
- d. A member who retires under the New York State Retirement System with twelve years of service as a District employee will have at the time of retirement the full allocation of twenty-six vacation days effective July 1. This allocation may only be used as per Article 7.

e. Should a member resign from the District for reasons other than retirement as defined in 7.1, he shall be paid for up to thirty (30) accumulated vacation days.

5.4 Each member shall work a twelve-month schedule.

5.5 Each member shall be allowed leave without loss of pay for the holidays listed below:

Independence Day	½ day New Year's Eve
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	Patriots' Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Monday after Easter
Christmas Eve Day	Memorial Day
Christmas Day	

5.6 Emergency School Closing - Members who work the first two (2) days that all buildings in the system are closed for emergency reasons such as flooding conditions, heavy snowfall, wind chill factor, etc., will receive compensatory time to be used in accordance with Provision 5.3. It is expected that members will work on subsequent emergency school closing days if possible unless there is a travel ban. If the member is not able to work on subsequent emergency closing days he may use personal or vacation time.

5.7 No member of the unit will be allowed to smoke in school buildings or on school grounds whether owned or leased by the District.

ARTICLE 6 COMPENSATION

6.1 Salary Schedules

<u>Step</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
1	83,900	86,837	89,876	93,021	96,277
2	86,900	87,172	90,223	93,381	96,649
3	92,638	90,289	90,659	94,195	97,868
4	95,167	96,251	93,901	94,285	97,999
5	98,173	98,879	100,101	97,657	98,057
6	100,223	101,456	102,834	104,105	101,563
7	103,886	104,234	105,514	106,947	108,269
Off	\$2,800	\$3,900	\$3,900	\$3,900	\$3,900

6.2 Longevity increments are effective only for in-district administrative experience and are cumulative. A \$2,000 longevity increment will be paid in the beginning of the 10th, 15th, and 20th year of service. This provision shall expire on June 30, 2011, but administrators already receiving longevity increments shall continue to receive those increments. No additional longevity increment will be paid after this date.

6.3 The Superintendent has a right to withhold any portion of a salary increase for a coming school year provided the member has received an unsatisfactory written evaluation prior to July 1 of that year.

6.4 If the District changes the duties and the job titles of Instructional Specialists or Coordinators to Director, the bargaining unit and the District agree to negotiate an additional stipend for the affected position(s). The Director of Physical Education, Health, and Athletics, as his duties are currently constituted, shall be exempt from this provision.

6.5 Retirement Benefit

Upon retirement (in accordance with the eligibility provisions of 7.1), the District will make an employer contribution to the unit member's 403(b) plan:

Effective July 1, 2007 - \$15,000 for members submitting a letter of resignation for the purpose of retirement after July 1, 2007, but otherwise in accordance with Article 7. Employer contributions for the remainder of the contract are:

Effective July 1, 2008 - \$10,000

Effective July 1, 2009 - \$10,000

Effective July 1, 2010 - \$10,000

ARTICLE 7 HEALTH INSURANCE FUND AT TIME OF RETIREMENT

- 7.1
- a. The District shall establish a Health Insurance benefit account for members who retire from the Williamsville Central School District. (See exception in 7.2).
 - b. To be eligible for the benefit, the District's Health Insurance benefit, the member must be eligible to retire under the rules and regulations of the New York State Teachers' Retirement System and have twelve (12) years of service to the District. A six-month notice of retirement is required to obtain this benefit. Any hardship caused to the member by the strict application of this provision (7.1) may be waived by the Superintendent at his discretion.
 - c. Members retiring from the WCSD and the NYSTRS during the term of this contract who are eligible to retire from the NYSTRS without penalty shall be eligible to receive the post-employment Retirement Benefit of the CBA providing they comply with all other provisions of the section except total years of service with the district which may be less than 12 years. The benefit otherwise received will be proportional to the member's actual years of service and 12 years.
 - d. The sum of money placed in the account shall be determined in the following manner:
 - d.1. Accumulated sick leave at \$126 per day to a maximum of 250 days.

d.2. Accumulated vacation time at the daily per diem rate (1/240) of salary earned in the year of retirement up to a maximum of 76 days.

- e. The District shall notify the retiree of total dollars in the account at the time of retirement and each year thereafter.
- f. The retiree shall have a yearly option of membership in the Health Insurance Plan consistent with the policies, rules, and regulations that govern such membership.
- g. Should the retiree die, the remaining dollars in the account shall fund health benefits for spouse until depletion or death of spouse.
- h. If changes in Federal or State regulations during the life of this Agreement affect the depletion of health insurance account for retirees, the use of funds from this account may be reopened for negotiations.

7.2 If a member will be covered for life by other health insurance after retirement, he must take a cash option in lieu of health insurance. The cash option amount shall be equal to seventy-five (75) percent of the total dollars specified in 7.1. This cash alternative shall not be required for, or available to, any other administrator. Section 7.3 shall not apply to members who must take this cash option.

7.3 Effective July 1, 2001, the benefit contained in 7.1 will be contributed to the member's Post Employment Health Plan ("the Plan"). Contributions for each administrator will be made to the Plan incrementally as follows:

- a. Effective July 1 after the member reaches age 50, the value of the accumulated sick days over 100 and accumulated vacation days in excess of 5 days will be contributed to the Plan at the rate of up to 30 sick days and 15 vacation days per year. The total number of sick days contributed shall not exceed 150 and the total number of vacation days contributed shall not exceed 71. The sum of money placed in the Plan shall be made pursuant to 7.1 (a) and (b). A member who has already reached age fifty (50) as of July 1, 2001 shall be included in the Plan.
- b. During any year the Plan is in effect, the contribution set forth in 7.3 (a), above, shall occur in a lump sum prior to September 1.
- c. Upon retirement, the dollar value of the remaining balance of days, to the maximums allowed in 7.1 (a) and (b), shall be contributed to the member's Plan during the last month of employment up to \$20,000. The dollar amount in excess of \$20,000 shall be held in an account maintained by the District as per 7.1. The member must exhaust the account maintained by the District prior to using the funds in the Plan.
- d. If for any reason the member leaves the District prior to retirement, he must repay all sick leave monies and monies contributed for accumulated vacation beyond 30 days. He shall sign a legally binding document which guarantees such repayment. The District may use payroll deduction for this purpose. Should the member fail to repay the monies owed to the District, the member will pay all attorney fees,

court costs and other related expenses incurred by the District to obtain such repayment.

e. This benefit shall not be provided to members who must take the cash option specified in 7.2.

7.4 Effective July 1, 2007, the District shall annually contribute \$2,600.00 to each member's Post Employment Health Plan.

These amounts shall not be cumulative. These contributions shall be in two equal installments and made on or before December 31 and June 30. Service for less than a year shall result in the contribution being prorated.

7.5 The District does not have any authority or responsibility in administering the Plan set forth in 7.3 and 7.4. The District's only obligation to its members with regard to the Plan is to make contributions to the Plan on behalf of the members pursuant to 7.3 and 7.4.

7.6 Within six months of the first anniversary of all Williamsville employee units moving to the same carrier, subject to experience rating data availability, the District shall convene an ad hoc study committee to assess the efficacy of establishing a health insurance option that would facilitate retiree out-of-area coverage.

ARTICLE 8 OTHER MATTERS

8.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

8.2 In witness thereof, the duly authorized representatives of the parties have subscribed their names below on the dates indicated below:

Williamsville Coordinators' Assn.

Paul E. Militello
PRESIDENT

Detronilla Amantia
NEGOTIATOR

Philip A. De Franco
NEGOTIATOR

June 11, 2007
Date of Ratification

6/12/07
Date Board Approved Funding

Williamsville School District

Howard R. [Signature]
SUPERINTENDENT

[Signature]
CHIEF NEGOTIATOR

7/24/07
Date of Signatures

APPENDIX A

GRIEVANCE FORM

Fill out two copies. Retain one and give one to the Assistant Superintendent for Curriculum and Evaluation.

(1) Your Name _____

Your Position _____

(2) State briefly the nature of your grievance.

(3) What paragraph(s) of the Agreement do you feel were violated?

(4) What relief are you seeking?

Your Signature _____

Date Submitted _____

