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Agreement

between the

WATERLOO EDUCATIONAL LEADERS' ASSOCIATION

and the

WATERLOO CENTRAL SCHOOL DISTRICT SUPERINTENDENT



July 1, 2009 - June 30, 2012

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ADMINISTRATION

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School Years 2009-10, 2010-11 and 2011-12

The parties entered negotiations on an informal basis, and the parties agree to the following understandings, subject to approval of the Board of Education by resolution.

1. Recognition

The Board of Education recognizes the Waterloo Educational Leaders' Association for purposes of collective negotiations pursuant to the Public Employees' Fair Employment Act and agrees to negotiate with said Association as the exclusive representative of the following:

Elementary Principals
Secondary Principals
Assistant Principals
Director of Special Education/Chairperson of the
Committee on Special Education
Athletic Director

2. Definitions

- a. The word "Association" as used in this Agreement shall mean the Waterloo Educational Leaders' Association.
- b. The word "Board" as used in this Agreement shall mean the Board of Education Waterloo Central School District of Waterloo, New York.
- c. The words "terms and conditions of employment" as used in this Agreement are defined as in Section 201 of the New York Public Employees' Fair Employment Act.
- d. Administrators: Elementary Principals, Secondary Principals, Assistant Principals, Director of Special Education/Chairperson of the Committee on Special Education and Athletic Director.
- e. Strike: Any strike or other concerted stoppage of work or slowdown by public employees.
- f. Parties: The Superintendent and the Association.

3. Work Year:

Administrators covered under this contract shall work a twelve (12) month work year, beginning on July 1 and ending on June 30 of each year.

4. Vacation:

Administrators covered under this contract shall be entitled to twenty five (25) paid vacation days per year. All vacation requests will be subject to the prior approval of

the Superintendent of Schools. A maximum of twenty (20) days vacation may be taken between July 1 and August 31 of each year. As a general rule, vacation leave will not be approved during periods in which school is in session. An eligible unit member may carry over seven vacation days per year to a maximum carry over of twenty-one vacation days. An eligible unit member may not take more than thirty vacation days in a school year. Upon request prior to June 30th of each year, seven (7) days of unused vacation may be converted into salary paid in the first pay period in July or carried over into sick leave.

5. Legal Holidays:

Administrators covered under this agreement shall be entitled to the following paid legal holidays: Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Friday following Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Fourth of July and one (1) floating holiday to be chosen by the administrator on a day when school is not in session. The floating holiday must receive advanced approval by the Superintendent.

If the Memorial Day weekend is extended as provided in the WEA Contract of Agreement, this additional day shall be a paid holiday.

6. Leave Without Pay:

Unit members may, upon the recommendation of the Superintendent of Schools, and with the approval of the Board of Education, be granted leaves of absence without pay. Requests for leave of absence without pay shall be sent to the Superintendent of Schools no less than thirty (30) school days prior to the date of the requested absence, except in cases of emergency, and shall be in writing on a form supplied by the district. During the term of such leave, the unit member is considered to be actively employed by the district and must resume active service immediately upon satisfaction of the cause or purpose for which the leave was taken. It is understood that leaves without pay are not intended for social or recreational purposes.

7. Leave-Personal:

Three (3) personal leave days per contract year may be requested by the unit member with the prior approval of the Superintendent of Schools. Additional emergency leave days, to be charged against sick leave, may be granted by the Superintendent of Schools. Unused personal leave days will be allowed to accumulate at the rate of up to three (3) days per year to be credited as accumulated sick leave. Except in an emergency, personal leave days will not be granted just prior to or immediately following vacations or holidays.

8. Leave - Death in the Family:

Each member of this bargaining unit will be entitled to three (3) days of paid absence due to a death in a unit member's immediate family. In case of extenuating circumstances, the Superintendent of Schools may grant additional days of paid absence. Immediate family is defined as: spouse, mother, father, grandparents, children (legally adopted children are to be considered the same as children of the family), grandchildren, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, **step-parents, step-siblings, and step-children.** Request for paid

absence due to death of other than family may be referred to the Superintendent of Schools for his action. Such leave will be in addition to any sick or personal leave to which a unit member is entitled.

9. Leave-Jury Duty:

If a unit member serves on jury duty, the Board will grant the leave with pay as per contract salary and the unit member shall reimburse the district in the amount equal to the jury duty compensation received. If daily jury duty is completed prior to the closing of the school day, the unit member will return to his/her job until the close of the normal school day. Jury duty leave is not to be deducted as sick leave or personal days.

10. Sick Leave:

Administrators covered under this contract will be entitled to twelve (12) days of sick leave annually, with accumulation of such leave to a maximum of two hundred and fifty (250) days.

11. Sick Leave Is Defined As:

- a. Inability to work because of personal sickness or injury.
- b. Administrators covered under this agreement may use up to a maximum of five (5) sick days per year for serious illness in the immediate family. A request for additional paid absence must be substantiated by a specific written statement of the seriousness of such illness. Use of sick leave for serious illness in the immediate family will be deducted from the administrator's accumulated sick leave. Immediate family is defined as spouse, mother, father, children, brothers, sisters, **step-parents, step-siblings, and step-children.**
- c. Quarantine at home by order of qualified physician, subject to the concurrence of the County Commissioner of Health.
- d. Upon initial employment, administrators shall be credited with fifty (50) sick days or in the event a current employee is appointed as an administrator, he/she shall be credited with his/her accumulated sick days or fifty (50) sick days, whichever is greater. Sick leaves earned initially after one (1) full year of service, i.e. July 1 through June 30 of a given school year and the full twelve (12) days will be credited to the unit member's sick leave account. If a unit member's employment terminates before June 30 of a given school year and the twelve (12) days of sick leave have been used, the overpayment based on one (1) sick day allowance per month shall be deducted from the unit member's salary at the rate of 1/200 of the annual salary for each day. Upon request of the Superintendent of Schools, a unit member shall present a physician's certificate for any absence exceeding ten (10) successive days for which sick leave or disability is requested. When illness or disability is one long duration, a physician's certificate will be required for each additional ten (10) days of absence from employment.

- e. In the event the unit member presents a physician's certificate covering disability for a specified number of days, the ten (10) additional day rule will not apply.
- f. Each unit member shall be notified in writing on or before October 31 as to the number of his/her accumulated sick days. The Board of Education shall provide worker's compensation insurance for all unit members as provided by the Workers' Compensation Law of New York State. In no event shall there be a duplication of payments under Workers' Compensation and benefits available under the sick leave provisions of this agreement.
- g. Extended Sick Leave: If by reason of illness or other disability, an administrator shall be incapacitated from rendering the services required of him/her hereunder for a period of time extending beyond his/her sick leave entitlement, then the Board of Education shall grant the administrator an extended leave for an additional six (6) months at one-half (1/2) pay. Upon the expiration of the six (6) month period from the exhaustion of his/her sick leave entitlement, at the option of the Board of Education and upon written notice to the administrator, the Board may grant a further leave with or without compensation, and if compensated, at a rate determined by the Board, or the Board may terminate the employment of the administrator. In the event of such termination, the compensation provided for herein shall be paid to the administrator for and including the month in which such extended leave has been granted.

12. Infant Rearing:

- a. Unit members shall be entitled to an unpaid leave of absence for a maximum of one (1) year. Requests for an infant rearing leave immediately preceding or following delivery shall be made in writing to the Superintendent of Schools at least four (4) months prior to the proposed commencement date of the leave. Requests for leave shall indicate the probable beginning date and the duration of the leave. The time agreed upon by both parties at the time such leave is granted shall be set so that, insofar as possible, the continuity of the educational program shall not be disrupted.
- b. The unit member returning from an infant rearing leave shall be entitled to all accumulated rights, privileges and benefits held prior to the effective date of the leave.
- c. A unit member who has worked one-half (1/2) school year or more shall be granted a salary increase commensurate with this agreement.
- d. All benefits that accrue to members on leave of absence without pay under this agreement shall accrue to unit members on maternity leave.
- e. Notwithstanding the original terms of the leave, the unit member may return to employment duties after a reasonable notice (15 day minimum) to the

Superintendent of Schools and after the attending physician has determined that the unit member is physically able to return to duty.

- f. The Board of Education may upon the unit member's request, grant an extension of infant rearing leave without pay, due to unusual circumstances.
- g. Probationary unit members who receive infant rearing leave shall continue the probationary term upon returning to duty.

13. Health Insurance:

- a. The District's Health Insurance Plan shall include coverage equal to the following:
 - o Blue Cross with mandatory maternity benefits
 - o Full out-patient
 - o Blue Shield Preferred Blue Million
 - o \$5.00/\$15.00/\$30.00 Drug Rider
 - o Dependent Student Coverage

Administrators may also choose to participate in the HMO or Managed Health Care Plan available to teachers.

- b. The district will pay 90% of the individual or 90% of the family health care insurance premium.
- c. "The District" will provide a health insurance buy-out to all members of the bargaining unit. The buy-out shall be \$1,500 (paid annually) for anyone who is enrolled in another bona fide health insurance plan not provided by the District and, therefore, does not receive health insurance through the Waterloo Central School District. The \$1,500 will be pro-rated in the event a unit member who elected to take the buy-out must thereafter obtain health insurance coverage through the District
- d. Members of this unit who are actively employed and who have completed not less than five (5) years of continuous service in the Waterloo Central School District as an administrator, upon retirement and making written application for the health insurance policy, shall be eligible to receive without cost, the health insurance policy being carried prior to retirement until the unit member is eligible for Medicare. If the retiree should decease prior to the age of Medicare eligibility, the spouse will be eligible at the Board of Education's expense, for the payment of a single policy for the duration of the unexpired funding. This insurance policy will become effective at the administrator's option upon retirement.

14. Health Reimbursement Account:

Effective July 1, 2009, the District will establish an individual Health Reimbursement Account ("HRA") by contributing \$1000 annually for each unit member who is enrolled in the District's health insurance plan. The District's

annual HRA contribution, if unused by the employee, shall “roll-over” and accumulate from year to year.

15. Life Insurance:

The Board of Education agrees to provide at no cost to unit members: Accidental Death and Dismemberment (AD&D) - Term Insurance: Policy Life Insurance - \$25,000; AD&D - \$25,000 Benefit reduction at age 75: AD&D coverage - 24 hour. All regularly employed unit members are eligible for this benefit. The District reserves the right to change the insurance carrier.

16. Leave - Association Activities:

- a. The Association will be granted up to three (3) paid days, per school year for sending a delegate to conferences or meetings of the School Administrators' Association of New York State.
- b. Written request to and subsequent approval of the Superintendent of Schools will be at least ten (10) days prior to such conference or meeting.
- c. All expenses of such conference or meeting will be the responsibility of the Association.

17. Payroll Deductions - Tax Sheltered Annuities:

- a. The existing arrangements for payroll deduction from the salary of each unit member for tax sheltered annuities will be continued, except individuals may also elect to have tax shelter deductions made for twelve (12) months rather than just ten (10) months.
- b. Dues Deduction: Pursuant to Section 208(b) of Article 14 of the Civil Service Law, an employee who has made designation of an employee organization may authorize in writing, on a form to be supplied by the employer, that his/her regular dues payable to the organization of employees so designated, be deducted by the employer from his/her regular salary or wage payments and that the same be paid over by the employer to the organization so designated.

Dues deduction authorization may be withdrawn by the employee, such authorization to be in writing, on a form supplied by the employer. This authorization may be made at any time, provided that it is filed at least 14 days prior to the payroll date on which it is to become effective.

Dues deduction must conform to the following regulations:

- (1) Authorization form must be on file at least 14 days prior to the payroll on which they will become effective;
- (2) The deduction must be for equal amounts for each payroll indicated in the authorization;
- (3) All employees of a representatives organization shall be required to have dues deducted from the same number of payrolls.

All dues deducted under the provisions of these by-laws will be paid to the treasurer of the organization by the employer at the end of the dues collection period: or if the dues collection period exceeds a period of one (1) month, a payment of dues collected will be paid at the end of each month.

The Association shall further be responsible for reporting to the District the amount of dues to be deducted. The dues will be deducted in a manner agreed upon between the District and the Association.

c. Direct Deposit All salary payments shall be made through direct deposit.

18. Credit Union:

- a. Unit members may have monies deducted for savings and repayment of loans in the Finger Lakes Teachers' Credit Union upon proper written authorization by the unit member and under the following conditions: One (1) authorization and one (1) change in authorization per year.
- b. The District shall not be liable for deductions made hereunder, and the Association shall indemnify and protect the district against liability and claims which may arise by reason of the District's compliance with this Article.

19. Reimbursement for Loss:

- a. The Board of Education shall reimburse unit members for reasonable cost of replacing or repairing dentures, eye glasses, hearing aids or similar bodily appurtenances not covered by Workmen's Compensation or compensated from other sources, which are damaged or destroyed as a result of an injury sustained in the course of the unit member's employment which such unit member has not been personally negligent with reference to the incident. All claims must be filed with the District Administration Office no later than 10 days following the incident. Failure to report within the 10 day limitation will release the school district from any and all obligations stated in this paragraph.
- b. The Board of Education will reimburse unit members for reasonable cost, unless compensated by other means, of any clothing or other personal property damaged or destroyed as a result of an assault suffered by the unit member while he/she was acting in the discharge of his/her duties within the scope of his/her employment when the unit member has not been personally negligent with reference to the incident.

Failure to report within the 10 day limitation will release the school district from any and all obligations stated in this paragraph.

20. Use of School Facilities:

- a. The Association will have the right to use school buildings without cost, at reasonable times for meetings.

- b. The Association will be allowed reasonable use of duplicating facilities. The Association will purchase supplies.
- c. The Association will be allowed the use of inter-school mail facilities.

21. Unused Sick Days Upon Retirement:

An administrator covered by this contract upon retirement, will receive sixty-five dollars (\$65) per day for the sick time he/she earned while actually employed by the Waterloo Central School District. Payment will be for a maximum of 250 sick days and shall not exceed \$16,250. In order to be eligible for this payment, the unit member must be eligible for retirement and submit an irrevocable letter of resignation by January 1 to be effective August 31 in the same calendar year. The retiring unit member may elect to have this payment made with his/her final paycheck or set aside for the purchase of health insurance or other mutually agreed upon benefits.

The requirement to submit an irrevocable letter of resignation by January 1 shall not render the administrator ineligible for an approved retirement incentive that the administrator would have otherwise been entitled to during his/her final year of employment.

The requirement to submit an irrevocable letter of resignation by January 1 may be waived in the event of unusual circumstances as determined and approved by the Superintendent.

22. Unused Sick Days Upon Termination Other Than Retirement:

An administrator covered by this contract upon termination other than retirement, will receive twenty-two dollars and fifty cents (\$22.50) per day for the sick time he/she earned while actually employed by the Waterloo Central School District. Payment will be for a maximum of 250 sick days and shall not exceed \$5,625. This payment will be made in the employee's final paycheck unless there is another mutually agreed upon arrangement.

23. Unused Vacation Days Upon Retirement:

An administrator covered by this contract upon retirement, will receive one hundred-forty dollars (\$140) per day for his/her unused vacation time. The maximum payment will be six thousand four hundred forty dollars (\$6,440). In order to be eligible for this payment, the unit member must be eligible for retirement and submit an irrevocable letter of resignation by January 1 to be effective August 31 in the same calendar year. The retiring unit member may elect to have this payment made with his/her final paycheck or set aside for the purchase of health insurance or other mutually agreed upon benefits.

24. Unused Vacation Days Upon Termination Other Than Retirement:

An administrator covered by this contract upon termination other than retirement, will receive one hundred dollars (\$100) per day for his/her unused vacation time. Payment will be for a maximum of four thousand dollars (\$4,000) [effective second year of contract, four thousand six hundred dollars (\$4,600)]. Such payment shall be based upon a pro-ration of days should the administrator leave during the school year. This

payment will be made in the employee's final paycheck unless there is another mutually agreed upon arrangement.

25. Retirement Incentive

If a unit member submits an irrevocable letter of retirement by January 1st, *and* if the district offers a state retirement incentive, the unit member will be eligible for the state retirement incentive in addition to payment for unused sick and vacation days as outlined in this agreement.

26. Professional Organizations:

The district will, upon the presentation of a requisition approved by the Superintendent, pay up to \$550 per year for each administrator in the unit for membership dues of professional organizations.

27. Professional Conference/Courses:

a. With the prior approval of the Superintendent each unit member will be permitted to attend a professional conference annually. The District will pay reasonable travel, lodging, and conference admission fees with submission of appropriate receipts. The unit member may be required to submit a report or share information from the conference with appropriate District personnel.

b. The Board of Education agrees to reimburse each unit member \$2,000 per year for job related graduate classes upon receipt of a transcript that shows a grade of B or better.

c. Any courses or seminars requested by the administrator, and approved by the Superintendent, will be paid by the District.

28. Wages:

For the 2009-10 school year, each returning unit member shall receive a base wage increase of four and four one hundredths of a percent (4.04%).

For the 2010-11 school year, each returning unit member shall receive a base wage increase of four and four one hundredths of a percent (4.04%).

For the 2011-12 school year, each returning unit member shall receive a base wage increase of four and four one hundredths of a percent (4.04%).

The Principal and Assistant Principal who are in charge of the building where the summer school program is taking place shall each receive an additional five hundred dollars (\$500). This stipend is not a part of the Principal or Assistant Principal's salary and the stipend is only payable in the year(s) summer school is in effect.

29. Grievance Procedure:

- a. A grievance is a claim by an employee that there has been a violation of any provision of this agreement.
- b. The aggrieved employee will first take the matter up informally or verbally with the Superintendent. The aggrieved employee may be accompanied by a representative of his choice. Such informal contact must be made within fifteen (15) school days of the event or occurrence giving rise to the claimed grievance. If the informal contract is not made within fifteen (15) school days of the event or occurrence giving rise to the claimed grievance, the right to pursue the grievance is waived.
- c. If the grievance is not resolved informally within five (5) school days, it is to be reduced to writing and resubmitted to the Superintendent.
- d. If the grievance is not resolved by the Superintendent within ten (10) school days thereafter, it may be submitted to advisory arbitration. If the demand for arbitration is not served within ten (10) school days after the receipt of the Superintendent's decision, the right to pursue arbitration is waived.
- e. The arbitrator may be selected by mutual agreement of the parties. Failing mutual agreement, request shall be made to the American Arbitration Association for selection of an arbitrator and hearing in accordance with its rules and procedures. The decision of the arbitrator shall be advisory and not binding.
- f. The costs and fees of the arbitrator and meeting room, if any, will be borne equally by the parties.
- g. If the grievance resolution is not satisfactory to both parties, it may be submitted to the Board within the next five (5) school day period for resolution at its next regular meeting.

30. Protective Provisions

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

31. Negotiation Procedures

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

Negotiations for a successor agreement will commence upon written request of either party. Such request to be made in the final year of the Agreement, not earlier than six (6) months prior to the expiration of the Agreement, except by mutual consent. The parties will then establish a mutually agreeable meeting date following such request.

At the initial meeting, the parties will exchange proposals in writing in the language desired by the presenting party. Either party will be able to introduce new proposals at the second meeting, but after this meeting, no new proposals will be submitted by either party without mutual consent of both parties. This shall not, however, prohibit or restrain counter proposals from either party on the issues in negotiation.

Neither party in any negotiations shall have any control over the selection of the representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and reach compromise in the course of negotiations, subject, however, to final ratification of the Association and appropriate legislative action by the Board of Education.

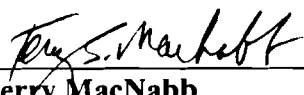
32. Duration of Agreement:

THIS AGREEMENT shall be in effect as of July 1, 2009 and shall continue in effect through June 30, 2012. The Board of Education and the Association agree that all negotiable items have been discussed during the negotiations leading to this Agreement and no additional negotiations will be conducted on any item, whether contained herein or not. Items contained herein can be re-negotiated for any succeeding contract.

The Association affirms that it does not assert the right to strike against the School Board, to assist or participate in such strike or to impose an obligation to conduct, assist or participate in such a strike, subject to the provisions of the Taylor Law. The contents of this Agreement cannot be changed, except by mutual consent in writing.

IT IS AGREED BY AND BETWEEN THE PARTIES that any provision in 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.

FOR THE DISTRICT

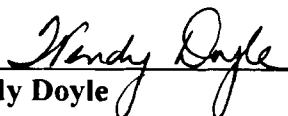


Terry MacNabb
Superintendent of Schools

6/4/09

Date

FOR THE ASSOCIATION



Wendy Doyle
President

6/4/09

Date

