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Contract Database Metadata Elements

Title: **Wilson Central School District and Wilson Administrative Personnel Unit (WAPU) (2013) (MOA)**

Employer Name: **Wilson Central School District**

Union: **Wilson Administrative Personnel Unit (WAPU)**

Local:

Effective Date: **07/01/2013**

Expiration Date: **06/30/2016**

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MEMORANDUM OF AGREEMENT

BETWEEN

WILSON ADMINISTRATIVE

PERSONNEL UNIT

AND

WILSON CENTRAL SCHOOL DISTRICT

WHEREAS the Wilson Administrative Personnel Unit (WAPU) and the Wilson Central School District (District) are parties to a collective bargaining agreement (Agreement) with term July 1, 2013-June 30, 2016.

WHEREAS the Board of Education acknowledges the Wilson Administrative Personnel Unit (WAPU) desire to change all current tenure titles to a consistent tenure title

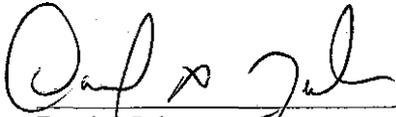
WHEREAS the Agreement, will use one title for tenure, that being District Administrator, which includes such positions as Principal, Assistant Principal, Elementary Principal, Special Ed Director and Athletic Director.

WHEREAS all current WAPU members only, will maintain their seniority as their hire date in their original WAPU position and will from now, be known in the tenure area of District Administrator

IT IS FURTHER AGREED THAT this agreement represents the full understanding of the parties regarding this matter providing a limited modification of the terms of the collective bargaining agreement herein and shall not serve to permanently alter or amend the language of the contract.



Michael S. Wendt
Superintendent of Schools
For the District



Daniel Johnson
WAPU President
For WAPU

Date 2/12/14

**WILSON CENTRAL SCHOOL DISTRICT
WILSON, NEW YORK**

February 12, 2014

MEMORANDUM:

TO: Mr. Daniel Johnson, WAPU President
SUBJECT: TENURE DATES

The Board of Education approved the Memorandum of Agreement changing the tenure title of all Wilson Central District administrators covered under the WAPU agreement to District Administrator. Following are the tenure appointment dates for current administrators for your use:

Daniel Johnson – July 1, 2000

Michael Cancilla – July 1, 2006

John Diodate – July 1, 2011

Jeffrey Roth – July 1, 2013

Scott Benton – July 1, 2016



Michael S. Wendt, Ed.D.
Superintendent of Schools

AGREEMENT BETWEEN
WILSON CENTRAL SCHOOL DISTRICT
and
WILSON ADMINISTRATIVE
PERSONNEL UNIT
JULY 1, 2013 - JUNE 30, 2016

ARTICLE I. PHILOSOPHY

The Board and the Unit firmly believe that the primary function of the Board and the Unit is to assure each student attending District schools the highest level of educational opportunity obtainable. The Board and the Unit believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communication exist between the Board and the Unit. Recognizing that community support is vital to the success of the School, Unit members are strongly encouraged to participate in activities that make them visible in the Wilson Central School community.

ARTICLE II. RECOGNITION

The Board recognizes the Unit as the exclusive bargaining agent and representative for specific administrative positions as indicated on Appendix A of this agreement. Such recognition shall extend until seven months prior to the expiration of this written Agreement. A challenge to such recognition must be made in accordance with the Public Employees' Fair Employment Act and the rules and regulations of the Public Employment Relations Board.

ARTICLE III. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meaning set forth below:

1. "SCHOOL DISTRICT" means the Wilson Central School District.
2. "BOARD OF EDUCATION" or "BOARD" means the Board of Education of the Wilson Central School District.
3. "SUPERINTENDENT" or "CHIEF SCHOOL OFFICER" means the
4. Superintendent of Schools of the Wilson Central School District.
5. "UNIT" means the Wilson Administrative Personnel Unit.
6. "PERB" means the Public Employment Relations Board.
7. "AGREEMENT" means the mutually agreed resolution of all issues by the two parties to the negotiation process.

ARTICLE IV. NEGOTIATION PROCEDURE

Section 1. Negotiating Teams

The Board, or designated representative(s) of the Board, with the Superintendent serving as advisor, will meet with representatives designated by the Unit for the purpose of discussing and obtaining of mutually satisfactory agreements

Section 2. Opening Negotiations

Upon a written request from either party, but not before 120 days prior to the expiration of the current contract, to begin negotiations for a successor agreement, the parties will set a meeting not more than 15 days following the request to begin negotiations.

Section 3. Negotiation Procedures

The Board or its designated representatives shall meet at such mutually agreed upon places and times with representatives of the Unit for the purpose of effecting a free exchange of facts, opinions, proposals, and counter-proposals in an effort to reach a 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, including the supplying of information pertinent to any issue(s) being discussed. The parties further agree that, during the period of negotiations, the proceedings of such negotiations shall not be released to the news media unless such an issuance has the prior approval of both parties. However, information may be released to news media when impasse is reached even though negotiations are continuing.

Following the initial meetings 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 impasse is reached. Meetings shall not normally exceed three (3) hours unless mutually agreed upon by both parties and except in case of emergency, they shall not be held during school hours.

Section 4. 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 will be borne by the parties requesting them.

Section 5. Reaching Agreement

When consensus is reached covering the areas under discussion, the Proposed Agreement shall be reduced to writing by the parties as a Memorandum of Understanding. Following approval by the parties, the Board will take such action as is necessary to make the Agreement official.

Section 6. Resolving Differences

In the case of disagreement about the meaning or application of this Agreement, or in the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals, one or both parties may declare impasse and implement provisions of Section 209 of the Public Employees Fair Employment Act. Any and all fees and expenses resulting therefrom will be borne equally by the Unit and the Board.

ARTICLE V. GRIEVANCE PROCEDURE

Section 1. Definition

A grievance is a claim by a Unit member or group of members that there has been a violation, misinterpretation, or inequitable application of a provision of this Agreement. The Association may submit a grievance if a right granted to the Association, by this Agreement, has allegedly been violated.

Section 2. Limitations Period

A grievance must be submitted (using the Grievance Procedure Form) at the First Stage within fifteen (15) days after the day on which the alleged contractual violation occurred. If the alleged violation is found to be a continuing violation, then any remedy granted shall not apply to any period of time prior to the fifteenth day preceding submission of the grievance. Compliance with the foregoing limitations period shall constitute a condition precedent to submission and consideration of the grievance, which shall be deemed waived if not submitted within said limitations period. Further, all information requested by the Grievance Procedure Form must be supplied on that form. Failure to fully complete the form shall constitute a waiver of the right to pursue the grievance in accordance with the procedures set forth in this Article.

Section 3. First Stage

The Superintendent shall, at a date, time, and location to be determined by the Superintendent, hold a meeting with the grievant regarding the grievance. The parties shall make efforts to ensure that the meeting is held within thirty (30) days after the written grievance is received by the Superintendent.

Section 4. Second Stage

If the grievant is not satisfied with the decision at the Second Stage, then he or she may file an appeal in writing with the Board of Education within ten (10) days after receiving the Second Stage decision. The Board shall consider the grievance at the next regularly scheduled Board meeting and within thirty (30) days after the conclusion of the meeting, render a decision in writing. The decision of the Board of Education shall be final and binding.

ARTICLE VI. AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the Board and the Unit to reach mutual understanding regarding matters related to terms and conditions of employment.

ARTICLE VII. SALARY, FRINGE BENEFITS, AND LEAVES

Section 1. Salary (See Appendix A)

1.1 Flexible Spending Plan

Unit employees shall be eligible to participate in the District's Flexible Spending Plan (Internal Revenue Service Section 125).

Section 2. Fringe Benefits

Any and all Fringe Benefits, exclusive of salary compensation and work schedules, granted to the teaching staff will be granted to the Unit unless specifically excluded or modified by this Agreement. In cases where Fringe Benefits granted to the teaching staff are different for this Unit, such benefits will be set forth as a separate Section of this Agreement for the purpose of clarification. Loss or reduction in Fringe Benefits will only occur as a result of agreements with the Unit reached through the negotiations process.

2.1 Hospitalization Insurance Benefits

2.1.1 Point of Service Plan (POS)

The District will make available individual, two-person, and family health insurance coverage under a Point of Service plan (POS) through the Orleans-Niagara School Health Plan (ONSHP), at *a shared contribution of ninety percent (90%) by the District and ten percent (10%) by the employee.* The POS plan shall include prescription coverage with co-payments of \$5 (in network) or \$10 (out-of-network).

2.1.2 Optional Plans (Traditional, PPO)

For fiscal year 2008-09 only, the Board shall offer individual, two-person, and family health insurance coverage under a Traditional Health Insurance Plan (\$200.00 single/\$400.00 family deductible, 100% co-insurance, \$5/\$15/\$20 prescription copayment) Any increases in premium will be paid for by the District except as set forth in section 2.1.3 below.

~~Beginning July 1 of fiscal year 2009-10, the Board shall offer individual, two-person, and family health insurance coverage under a Point of Purchase Plan (PPO) (\$0 in-network co-insurance and \$0 in-network deductible). The PPO plan shall include prescription coverage with co-payments of \$5 (in network) or \$10 (out-of-network). Any increases in premium will be paid by the District except as set forth in 2.1.3 below.~~

- 2.1.3 If the unit member elects the optional plan, then the division of premium payments between the District and the Unit shall be as follows:
 - 2.1.3.1 Single Plan – A unit member shall contribute \$25.00 to the annual premium, and the District shall pay the balance.
 - 2.1.3.2 Family Plan – A unit member shall contribute \$76.00 to the annual premium, and the District shall pay the balance.
 - 2.1.3.3 Unit members hired on or after July 1, 1993, shall pay 10% of the annual premium cost for health coverage including premium increases occurring during the contract period.
 - 2.1.4 The District reserves the right to change Plan Administrators and/or to provide alternate health coverage as long as the coverage is substantially equivalent to the existing coverage. The Unit shall be consulted prior to the initiation of such change.
 - 2.1.5 If the District employs both husband and wife, only one of them will be entitled to health insurance coverage; in cases where the spouse of a member works for another employer who provides health insurance coverage, the member will not apply for duplicate coverage.
 - 2.1.6 A Unit member who has completed 15 years of service in the Wilson Central School District in an administrative capacity and is eligible for retirement under the rules and regulations of the New York State Teachers' Retirement System and electing to retire may also elect to enroll in the District's POS Plan or the PPO Plan provided by the District up to age 70. The District will pay the full premium cost for family coverage to age 70. All premium payments from the first of the month following the 70th birthday shall be paid by the retiree.
 - 2.1.7 In the case of death of a Wilson Central School retired employee, the spouse may continue in the Retirees' Health Plan provided that the spouse converts to single coverage.
-

2.2 Dental Assistance Insurance Benefits

Dental assistance insurance benefits shall be as outlined in the Teachers' Agreement.

- 2.2.1 The division of premium payments between the District and the Unit shall be as follows:
 - 2.2.1.1 Single Plan - A Unit member shall make no contribution to the annual premium for single coverage, and the District shall pay the entire premium.

2.2.1.2 Dependent Plan - A Unit member shall contribute \$18.00 to the annual premium for Dependent Coverage, and District pays balance of the premium.

2.2.1.3 A Unit member hired on or after July 1, 1993, shall contribute \$35.51 for the annual premium for family coverage and \$10.07 for the annual premium for single coverage.

2.3 Sick Leave

All twelve-month administrators shall be allowed sick leave credit of 16 days per year. All ten-month employees shall be allowed 13 days per year.

2.4 Illness in the Immediate Family

Full salary, for a period not to exceed seven (7) days per year will be paid to a member during the absence caused by illness in the immediate family. Such used leave shall be deducted from the member's accumulated sick leave. This leave is only available to administrators actually attending to the family illness.

2.5 Sick Leave Bank

The Board will establish a Sick Leave Bank commencing July 1, 1998, to be used only when a Unit member is incapacitated by long-term personal illness or injury providing at least nine members agree to participate in accordance with the follow terms:

2.5.1 Membership in the Sick Bank is voluntary.

2.5.2 A member shall make his/her contribution by giving a signed, written authorization therefore to the Superintendent of Schools.

2.5.3 The period of enrollment is between September 1 and February 1 of each school year. A member shall have the opportunity to enroll in the Bank immediately and may join in the second, third or fourth year by donating three days of sick leave earned, two during the first year and one day the following school year.

2.5.4 The first 20 consecutive days of personal illness or disability will not be covered by the Bank, but must be covered by the member's own accumulated sick leave or absence without pay.

2.5.5 A maximum of 45 days each school year can be drawn by any one member of the Bank.

2.5.6 A member of the Bank will not be able to utilize Sick Leave Bank benefits until all his/her own sick leave days are exhausted. The Bank cannot be used by a member on an unpaid leave of absence.

- 2.5.7 Members of the Bank will be assessed one additional day of sick leave at such time as the Bank is depleted to 45 days. Members who have no sick leave to contribute at the time of reassessment will be assessed this day by July 15 of the following year.
- 2.5.8 A member of the Sick Leave Bank may withdraw from the Bank during the first 15 days of any school year by placing his/her withdrawal request in writing to the Superintendent.
- 2.5.9 Members utilizing sick leave days from the Bank will not be required to replace these days except as regular contributing members of the Bank.
- 2.5.10 Upon termination of employment, or withdrawal of membership from the Bank, a participating member will not be permitted to withdraw his/her contributed days, and the member loses all rights and benefits.
- 2.5.11 A committee composed of one Board representative and two Unit members will be established to determine the eligibility of a member to draw from the Sick Leave Bank. If a member desires to use the Sick Leave Bank, he/she must submit a written request to the committee giving reasons therefore. The committee may request, from the member, medical statements and other reasonable evidence in support of the request. Decisions of the committee, which are by majority rule, are final.
- 2.5.12 Upon written authorization of the committee to the Superintendent, sick leave payments will be granted pursuant to this provision of the contract.
- 2.5.13 The Superintendent will notify the Unit President, in writing, the first week of June as to the number of days currently in the Bank.
- 2.5.14 Should the Unit, by majority vote of its members, decide to discontinue the Sick Leave Bank, all accumulated days will be carried to the next year and/or until the Bank is depleted.
-
- 2.5.15 Any unused sick days, over 300 accumulated, will be contributed to the Sick Bank by a member, not to exceed 18 days per year, and such contribution shall be taken at the end of the work year.

2.6 Death in the Immediate Family

Full salary for a period not to exceed five (5) days at any one time will be paid to a Unit member during the absence caused by a death in his, or his spouse's, immediate family. The immediate family is to consist of parent, children, husband or wife, brother or sister, grandmother or grandfather, surrogate parents, or a resident living full-time in the member's household. Such leave must be verified with a signed statement from the member and filed with the Superintendent of Schools.

2.7 Terminal Leave

Terminal leave pay is payable in a lump sum at the time of retirement. The payment will be \$140. per day for all sick leave accumulated over 76 -- days and up to a maximum of 300 days. 224 Days

Terminal leave pay will be paid only under the following conditions:

- 2.7.1 The Unit member must notify the Superintendent in writing of the intent to retire nine (9) months prior to the date of retirement.
- 2.7.2 The Unit member must be qualified to retire under the New York State Retirement System.
- 2.7.3 Failure by the Unit member to meet the notification requirement will result in the member automatically losing the right to terminal leave pay.
- 2.7.4 In case of death of a Unit member, all monies payable under Article VII, Section 2.7, will be payable to the member's beneficiary or to the member's estate.
- 2.7.5 If the Superintendent in his sole discretion feels that extenuating circumstances on the part of the unit member warrant a waiver of the 9 month notice requirement, he shall have the authority to do so.

2.8 Educational Meetings

The Board shall provide funds each year for the purpose of enabling attendance at professional meetings, conferences, seminars, and workshops to improve and broaden the professional competency of members for the benefit of the District. The Unit shall be allowed \$2,700.00 annually for conferences approved by the Unit, Superintendent, and Board of Education.

A Unit member shall be allowed reimbursement up to \$400.00 annually for professional association membership exclusive of School Administrators' Association of New York State (SAANYS).

2.9 Retirement Incentive

A Unit member who retires under the following conditions will receive a retirement incentive:

- 2.9.1 The Unit member must have completed 15 years in the Wilson Central School District and be eligible to receive retirement checks under the regulations of the N.Y.S. Teachers' Retirement System. Unit members who are eligible to retire in July or August may retire by June 30 of the previous year without penalty.
- 2.9.2 The Unit member must notify the Superintendent, in writing, nine months prior to retirement.

- 2.9.3 A 12-month employee meeting these requirements shall receive a payment of \$32,000.00, and a ten-month employee shall receive a payment of \$27,000.00. A 12-month employee with a total of 25 years or more of service in the District shall receive a total of \$34,000.
- 2.9.4 A retiring Unit member may elect and shall be limited to receiving one Retirement Incentive Benefit. Options are:
 - 2.9.4.1 Retirement Incentive as specified in this Agreement - Article VII, Section 2.9.3, or
 - 2.9.4.2 Retirement Incentive offered by New York State and adopted by the Board of Education.
- 2.9.5 The retiring member shall meet all eligibility standards specified for the option selected.
- 2.9.6 The retirement incentive is a lump sum payment for years of service and/or purchase of health insurance to be paid in the fiscal year following retirement.
- 2.9.7 If the Superintendent in his sole discretion feels that extenuating circumstances on the part of the unit member warrant a waiver of the 9 month notice requirement, he shall have the authority to do so.

2.10 Vacation (Twelve [12]-Month Employees Only)

- 2.10.1 Members of the Unit are entitled to 22 vacation days per year. Vacation is earned during the first and each successive year of employment with the District and due the administrator the following fiscal year. For a member employed less than one year, vacation will be pro-rated. Upon separation from the District, unused vacation credit shall be paid for at the current salary of the position. These days are countable only when offices are open. Christmas Recess is considered holiday time. Fridays during July and August are countable as one-half day (.50) for vacation purposes.
- 2.10.2 Vacation days may be taken by a Unit member when school is in session with prior approval of the Superintendent of Schools.
- 2.10.3 It is expected that the Unit member will use his or her full vacation allotment annually. Seven unused vacation days may be added to the member's accumulated sick leave with request for same to be submitted by the beginning of the contract year. There will be flexibility within the seven-(7) day maximum. This section is subject to the prior approval of the Superintendent of Schools.

2.11 Physical Examinations

2.11.1 A complete physical examination will be provided for all Unit members every two (2) years. The District will not pay for any physical examination other than that provided by the school physician. The fee for the physical examination shall first be submitted by the Unit member under the District's group health insurance plan with the unpaid portion to be considered a proper charge against the District.

2.11.2 The Superintendent will provide the appropriate medical form to the member in advance of the scheduled physical examination.

2.12 Mileage

Unit members required to use their personal automobiles in the course of their work shall be paid mileage as per the Internal Revenue Service (IRS) allowance as amended from time to time.

2.13 Deductions

The Board of Education agrees to deduct from the salaries of Unit members, dues for the School Administrators' Association of Secondary School Principals, National Guidance Counselors' Association, and other such payroll deductions as specified in the "Teachers' Contract" and to promptly transmit such monies to the approved organization. Unit member authorizations for payroll deductions shall be in writing on the prescribed District form.

2.14 Life Insurance

The Board of Education shall establish a Disability and/or Life Insurance Benefit Pool annually consisting of \$500.00 for each eligible member to purchase life insurance. The member shall provide the Superintendent with a receipt as proof of said insurance purchase when claiming reimbursement under this section.

2.15 Staff Development

Administrators will support and participate in the District's staff development process during the term of this contract. Staff development will be completed at a time chosen by each individual administrator as outlined in the Individual Staff Development Program. Administrators will be paid the current staff development stipend.

Section 3. Termination (Severance)

In the event a tenured member is terminated by the Board, the member will be entitled to the following benefits upon severance

- 3.1 Maximum 40 days salary
- 3.2 Maximum two months paid medical and dental benefits (As per Article VII, Section 2.1 and 2.2.
- 3.3 Termination benefits shall be pro-rated for 10-month employees.

ARTICLE VIII. IMPLEMENTATION OF 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. Section 204(a), Public Employees' Fair Employment Law.

This Agreement shall constitute the full and complete contract between the parties, and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

This Agreement shall supersede any rules, regulations, prior Agreements or practices of the Board or Unit, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and considered part of the established policies of the Board.

Any individual arrangement, agreement, or contract between the Board and an individual covered by this Agreement, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the two parties. If an arrangement, agreement, or contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

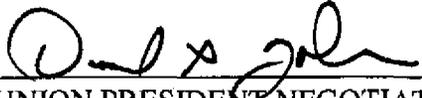
This Agreement shall become effective July 1, 2013, and shall continue in effect through June 30, 2016, subject to ratification by the Unit and the Board.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals this _____
day of _____, 2013

WILSON ADMINISTRATIVE AND
GUIDANCE PERSONNEL UNIT

WILSON CENTRAL SCHOOL
BY:

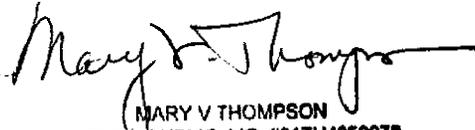
WILSON, NEW YORK
BY:



UNION PRESIDENT NEGOTIATOR



SUPERINTENDENT



MARY V THOMPSON
NOTARY PUBLIC, LIC. #01TH4959978
NIAGARA COUNTY
STATE OF NEW YORK
COMM. EXP. DEC. 18, 2013



MARY V THOMPSON
NOTARY PUBLIC, LIC. #01TH4959978
NIAGARA COUNTY
STATE OF NEW YORK
COMM. EXP. DEC. 18, 2013

APPENDIX A

		base	13-14 year 1	14-15 year 2	15-16 year 3
HS	DJ	116855	119000	121000	123600
MID	SB	80000	80000	82500	85500
ELM	MC	91641	94441	96800	99900
ELM	JD	87116	90300	92800	96700
Asst.	JR	72660	76560	78900	82800