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sup/10664

AGREEMENT

Between the

**SUPERINTENDENT OF THE
WILLIAMSVILLE CENTRAL SCHOOL
DISTRICT**

and the

**WILLIAMSVILLE SUPERVISORS' AND
COMPUTER TECHNICIANS'
ASSOCIATION**

July 1, 2013 - June 30, 2016

Employees Covered 22

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ARTICLE 1

GENERAL PROVISIONS

1. The District recognizes the Williamsville Supervisors' and Computer Technicians' Association as the exclusive collective negotiations representative for the following positions:

WCSD Title

Business Office Manager
Purchasing Agent
Director Child Nutrition
Community Education Director
Micro-Computer Support Technician
Director of Facilities

Civil Service Title

Business Office Manager
Buyer
School Lunch Manager
Continuing Education Administrative
Microcomputer Support Technician Spec.
Superintendent of Buildings and Grounds

Executive Housekeeper
Maintenance Supervisor
Payroll Supervisor
Director Public Relations
Program Analyst
Transportation Supervisor
Operations and Maintenance Manager
Maintenance Department Supervisor
Web Developer
Assistant School Lunch Manager
Nurse Practitioner

Executive Housekeeper
Maintenance Supervisor
Payroll Supervisor
Public Relations Director
Programmer Analyst
Supervisor of Transportation
Maintenance Mechanic Crew Chief I
Maintenance Mechanic Crew Chief II
Web Developer
Assistant School Lunch Manager
Nurse Practitioner

Hereafter referred to as "members". A word used in one gender applies also to the other gender.

- 1.1 The term of this Agreement shall be July 1, 2013 through June 30, 2016.
- 1.2 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.
- 1.3 Except as provided in paragraph 1.6 of this Agreement, the District and the Association each waive any and all rights to insist on collective negotiations of any matter whether or not covered by this Agreement.
- 1.4 If either party desires to negotiate a successor to this Agreement, it shall serve written notice thereof on the other party not later than January 10th of the final year of this Agreement. The first negotiation meeting shall be held at a mutually agreeable date, time and place.

- 1.5 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.
- 1.6 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.
- 1.7 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. All other policies, rules, regulations, or rights held by, given to, or otherwise exercised by the district shall remain in effect.
- 1.8 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 members 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. The Association shall save and hold harmless the District for any and all damages and liabilities that may accrue by reason of any action or proceeding involving or in any way relating to the dues deductions/agency fee provision herein set forth.

ARTICLE 2

GRIEVANCES

- 2.1 General Provisions
- 2.1.1 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.
- 2.1.2 In computing time limits provided in this Article 2, Saturdays, Sundays and legal holidays shall be excluded.
- 2.1.3 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 limits, 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.

2.1.4 Before submitting a formal grievance the member must discuss the matter with his immediate supervisor 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 member 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 supervisor that he believes he may have a grievance.

2.2 Grievance Procedure

2.2.1 STEP 1 - If the member is not satisfied with the immediate supervisor's answer, he shall submit the grievance in writing. 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 Human Resources Supervisor on the form provided in Appendix A. The Human Resources Supervisor shall answer the grievance in writing not later than the fifth consecutive day after he receives the grievance form.

2.2.2 STEP 2 - If the member is not satisfied with the Human Resources Supervisor's answer, he may appeal it to the Assistant Superintendent for Human Resources 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 Human Resources Supervisor's answer. Not later than the twentieth consecutive day after he receives the appeal, the Assistant Superintendent for Human Resources shall meet with the aggrieved member and the Human Resources Supervisor and such other persons as either of them or the Assistant 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 Assistant Superintendent for Human Resources shall render a written decision on the grievance, a copy of which shall be given to the member and to the Human Resources Supervisor.

ARTICLE 3

SHORT TERM LEAVES OF ABSENCE

3.1 Jury Duty - If a member is called for Jury Duty, he shall notify his Supervisor 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 - Accumulated leave covers sick leave, family days and personal business days. Accumulative leave will accrue at the rate of 18 days per year to a maximum of 250 days, as described below.

a. Sick leave - Leave with pay for personal illness

- b. Family - A total of six (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 two (2) days leave with pay per year. Such leave shall be taken only upon 3 days written notice to the supervisor unless such notice is waived by him in writing.
- d. Employees in their final year of employment prior to retirement will be allowed to accrue additional days up to the contract maximum of 250. Members who utilize half of the annual allotment without medical substantiation will not be eligible for this additional accrual.

3.3 Bereavement Leave - Up to five (5) days of paid leave may be utilized per occurrence of death in the employee's immediate family, and up to three (3) days of paid leave per occurrence of death in the immediate family of a household member.

Immediate family is defined as spouse, children, parents, siblings, and members of the immediate household.

Three (3) days may be used to cover bereavement for grandparents, grandchildren, and brothers/sisters-in-law.

3.4 Childcare Leave - Child care leave shall be made available to a member on terms as favorable as those available to any other employee in the District.

3.5 Sick Leave with Half-Pay - A member who has served continuously for a period of more than three (3) 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 (3) months, and, upon approval of the Board, for a second additional three (3) months. The Superintendent will notify the Board of any members receiving this special sick leave benefit. Criteria for approval is: (1) been continuously employed by the District for three continuous years; (2) exhausted accumulated leave; (3) made application in writing to the Assistant Superintendent for Human Resources; and (4) had an attendance pattern that supports the concept of sick leave as a benefit and used only as necessary.

ARTICLE 4

HEALTH INSURANCE

- 4.1 Eligibility – Full time members will be eligible for the level “C” health benefits and the dental plan, fully funded.

Employer contributions are as follows:

July 1, 2013 through June 30, 2014	86%
July 1, 2014 through June 30, 2015	85%
July 1, 2015 through June 30, 2016	83.5%

- 4.2 Non-duplication 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.
- 4.3 Payment in Lieu of Health Insurance – The District will pay \$500 annually to each member eligible for family coverage who does not enroll in any health benefits program. In any year in which four (4) unit members who are eligible to enroll in family health coverage waive enrollment in health coverage, the District will pay \$1000 to each member eligible for family coverage who does not enroll in family health coverage.
- 4.4 Alternative Coverage - The District reserves the right to provide substantially equivalent health benefits through other carriers or self-insurance.
- 4.5 Section 105(h) Account – Effective July 1, 2013, an account shall be credited in the amount of seven hundred and fifty dollars (\$750) per member per year for the life of the agreement. 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 of the account at retirement shall be credited to the member.

ARTICLE 5

OTHER TERMS OF EMPLOYMENT

- 5.1 Work Year and Workdays -The work year and workday shall be at the sole discretion of the District. The standard minimum work day shall be (eight) 8 hours per day, exclusive of a half hour unpaid lunch and inclusive of one 15 minute paid break. If a member’s work year or workday is changed by the District the parties agree to prorate or otherwise readjust certain provisions of this agreement to compensation, personal leaves, holidays and vacation
- 5.2 Per Diem Pay - For members covered by this agreement who work twelve (12) months, the per diem pay calculation shall be based on 260 work days.

5.3

Vacation - Members hired prior to January 1 in any year will be granted a maximum of 10 (ten) paid vacation days prorated from the date of employment to the following June 30. Vacation days may be used at any time after the first ninety- (90) days of employment. On the first July 1 following the date of employment, a member will receive ten (10) days paid vacation which may be used during that year. On the second July 1 following the date of employment, and each July 1 thereafter, a member who commenced employment on or before December 31, 2013 will receive twenty two (22) days paid vacation per year

Members hired on or after January 1 in any year will be granted a maximum of five (5) paid vacation days prorated from the date of employment to the following June 30. Vacation days may be used at any time after the first ninety (90) days of employment. On the next two July 1's following the date of employment a member will receive ten (10) days paid vacation which may be used that year. On the third July 1 following the date of employment, and each July 1 thereafter, a member who commenced employment on or before December 31, 2013 will receive twenty-two (22) days paid vacation

Any member who commenced employment in a bargaining unit position on or after January 1, 2014 shall accrue an annual vacation leave as follows:

Years	Days
1	10
2	10
3	12
4	14
5	16
6	18
7	20
10	21

Employees who started employment on or after January 1, 2014 shall be granted prorated vacation days upon commencement of employment as set forth above in this section 5.3.

Vacation may only be taken with the prior approval of the member's immediate supervisor.

Unused vacation may accrue at the rate of ten (10) days per year to a maximum of fifty (50) days. Use of more than ten (10) accrued vacation days in addition to the annual allotment is by specific approval of the Superintendent.

Members will, upon termination of employment, except for cause, receive payment for any accumulated and credited but unused vacation days.

Members employed by the District prior to July 1, 1985 will have 10 days added to their vacation bank as of July 1, 2001.

5.4 Each member shall be allowed leave without loss of pay for the holidays listed below -

Independence Day	1/2 day New Year's Eve
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	Presidents' Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Monday after Easter
Christmas Eve Day	Memorial Day
Christmas Day	

5.5 Unpaid Leave of Absence - A member who been employed for at least three (3) years may be granted an unpaid leave of absence for a maximum of one (1) year upon approval of the Superintendent. A written request for the leave indicating the reason for the leave and its duration shall be made to the Assistant Superintendent in charge of the department at least ninety (90) days in advance of the anticipated start date of the leave. The member will be notified of the decision on his request within thirty (30) days of the request. The member will sign a statement of commitment to return to his position. There will be no accrual of benefits during an unpaid leave of absence.

5.6 No Smoking - Members agree that no member of the unit will be allowed to smoke in school buildings, district owned vehicles, or on school grounds whether owned or leased by the District.

ARTICLE 6

COMPENSATION

6.1 Salary - Members shall be eligible for an increase in base salary in the amount of one and 99 hundredths percent (1.99%) effective July 1, 2013, one and 99 hundredths percent (1.99%) effective July 1, 2014 and one and 99 hundredths percent (1.99%) effective July 1, 2015. In order to receive this salary increase, employees must have been in active service for at least 6 months during the previous year. The District may grant salary increases to certain individuals within the bargaining unit that exceed what is specified above.

6.2 Withholding Salary - The Superintendent has the 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.

- 6.3 Overtime - Effective July 1, 2001 all positions in the technology department covered by this agreement shall be eligible for and paid one and one-half of their regular rate for all work hours over 40 in a work week. The workweek shall begin at 12 a.m. on Sunday. Holidays and bereavement leave will count toward the calculation of hours "worked." All other positions in the bargaining unit are, by law and this agreement, exempt.

ARTICLE 7

HEALTH INSURANCE INTO RETIREMENT

- 7.1 General - The District shall establish a Health Insurance account for unit members who retire from the Williamsville Central School District. (See exception in 7.4)
- 7.2 Eligibility - To be eligible for the benefit the unit member must be eligible to retire under the rules and regulations of the New York State Employees' Retirement System and have ten (10) years of service in the district.
- 7.3 Benefit - The sum of money placed in the account shall be determined in the following manner:
- (a) Accumulated sick leave at \$95 per day up to a maximum of two hundred fifty (250) days will be converted to the health insurance fund, effective July 1, 2002. Effective with the signing of this contract, the daily amount shall increase to \$100 per day for days earned after June 30, 2005. (New days shall replace old days.) Any unit member, who in the last 5 years of employment with District uses an average of 3 sick days or less per year shall receive \$110 for each day of unused sick leave.
 - (b) Accumulated vacation time- twenty two (22) vacation days available July 1, plus unused vacation accrual up to fifty (50) days [except as shown in Section 5.3] may be allocated to the health insurance fund at the daily per diem rate (1/240) of salary earned in the year prior to retirement.
- 7.4 Cash Option - If a member will be covered for life by other health insurance after retirement, the District will provide a payment into an employee's 403B/457 account at retirement at 80% of the value of the employee's days.
The amount paid into the employee's account shall be equal to eighty (80) percent of the total dollars specified in 7.3. This alternative shall not be required for, or available to, any other member. Cash payments shall not be available to any member.
- 7.5 Member Notification - The District shall notify the retiree of total dollars in the account at time of retirement and each year thereafter.

7.6 Yearly Option - 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.

7.7 Continuation of Benefits - Should the retiree die, then the remaining dollars in the account shall fund health benefits for the spouse until depletion or death of the spouse.

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

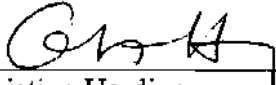
8.2 No-Strike Clause - The Association, pursuant to the NEW YORK STATE PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT, reaffirms that said organization "does not assert the right to strike or to impose an obligation to conduct, assist, or participate in such strike."

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

**WILLIAMSVILLE SUPERVISORS'
AND COMPUTER TECH ASSOCIATION**



Louis J. Solomon, II
CO-PRESIDENT



Christine Harding
CO-PRESIDENT

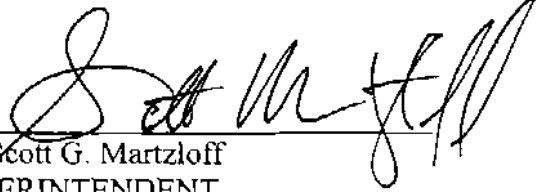
Date of Ratification

12/4/13

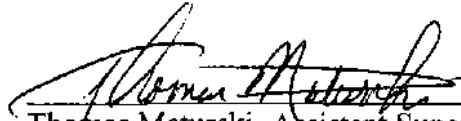
Date Board Approved Funding

1/14/14

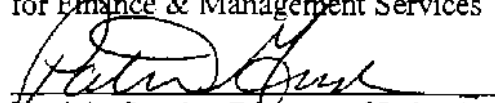
WILLIAMSVILLE SCHOOL DISTRICT



Dr. Scott G. Martzloff
SUPERINTENDENT



Thomas Matuski, Assistant Superintendent
for Finance & Management Services



Patricia Grupka, Director of Labor Relations

Date of Signatures

1/17/14

APPENDIX A

GRIEVANCE FORM

Fill out two copies. Retain one and give one to the Assistant Superintendent for Human Resources.

(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 _____

