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Title: **Waterford-Halfmoon Union Free School District and Waterford-Halfmoon Administrators Association (WAA) (2014) (MOA)**

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Union: **Waterford-Halfmoon Administrators Association (WAA)**

Local:

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AD / 10662

A G R E E M E N T

Between

Waterford-Halfmoon Union Free School District

and

Waterford Administrators' Association

July 1, 2014 through June 30, 2018

Table of Contents

<u>Article</u>	<u>Page</u>
I Recognition.....	1
II Negotiation Procedures.....	1
III Evaluation.....	1
IV Protocol.....	2
V Rights & Responsibilities of Administrators.....	2
VI Work Year-Leaves.....	4
VII Insurance.....	6
VIII Professional Development.....	8
IX Grievance Procedure.....	8
X Salary.....	9
XI Retirement Incentive.....	10
XII Maintenance.....	10
XIII Duration of Agreement.....	10
XIV Taylor Law.....	10

ARTICLE I-RECOGNITION

The Waterford-Halfmoon Union Free School District hereby recognizes the Waterford-Halfmoon Administrators' Association (WAA) as the exclusive bargaining agent for all certified administrative personnel in the Waterford-Halfmoon Union Free School District, with the exception of the Superintendent of Schools and the Business Manager.

Use of the term "Administrators" in this agreement includes the Elementary Principal, Junior/Senior High School Principal, Junior/Senior High School Assistant Principal, and the Director of Student Support Services, Curriculum and Instruction.

ARTICLE II-NEGOTIATIONS

- A. Negotiations between the parties will commence by the spring semester of the school year this agreement expires in order to develop a successor agreement.
- B. All meetings will be held at mutually agreeable times, dates, and places.
- C. All proposals for changes, or additions to the existing agreement, by either party must be submitted in writing at the first negotiation meeting after the ground rules meeting. Only mutually agreed upon issues may be brought up during subsequent meetings.
- D. In the event impasse is declared by either party, PERB will be notified and the procedures of Section 209 of the Taylor Law will be used in an attempt to resolve the dispute. If this is not successful, any issue not resolved may be submitted to fact-finding.

ARTICLE III-EVALUATION

- A. Evaluation of the administrators shall be done only by the Superintendent.
- B. The format of the evaluation and the design of the evaluation instrument(s) for administrators not covered under Education Law 3012-e will be mutually agreed upon by the Superintendent and the WAA. The Annual Professional Performance Review for those administrators covered under Education Law 3012-c will be developed pursuant to the requirements of that law and the accompanying regulations of the Board of Regents and the Commissioner of Education.

ARTICLE IV-PROTOCOL

- A. Complaints by staff members, parents of students, students, community organizations or other interested parties which are directed towards an administrator shall be called to the administrator's attention by the Superintendent as soon as practicable. If an answer is called for, the administrator shall have reasonable opportunity to respond to the Superintendent if so desired.
- B. If the complaint could possibly jeopardize the position of the administrator, the administrator shall promptly be given the opportunity to submit a written response to the Superintendent. Administrators are not required to respond to non-specific or anonymous complaints.
- C. No complaint, letter or report directed against an administrator shall be used in evaluating an administrator unless formalized as provided for in Education Law and/or Paragraphs A and B of Article III and Paragraph B of Article IV.
- D. No material derogatory of an administrator shall be placed in any file until the administrator has had an opportunity to review the material and affix his/her signature to the copy to be filed and its contents. The administrator has the right to submit a written response to the material; this response shall be reviewed by the Superintendent, initialed by him/her, and attached to the file copy.
- E. An administrator shall have the right, upon request, to review the contents of his/her personnel file and to make copies of any documents in it. An administrator shall be entitled to have a representative of the WAA accompany him/her during the review. The administrator's review must take place on a working day and not more than twenty-four hours notice shall be required.
- F. The Board of Education shall have the right to access administrators' personnel records in accordance with 8 NYCRR 84.1 et seq.
- G. No complaint, letter or report, anonymous or otherwise, directed against an administrator shall be placed in the administrator's personnel file without consent of the administrator.

ARTICLE V-RIGHTS AND RESPONSIBILITIES OF ADMINISTRATORS

- A. Each member covered by this Agreement will serve as an advisor, as needed, to the Board's negotiating team in its negotiation with other employee units. This occasional participation will only be for the purpose of obtaining the administrator's advice and will not constitute actual negotiations on behalf of the Board. None of the duties performed in accordance with this section shall constitute a basis for "managerial" designation under section 201(7) of the Taylor Law.

- B. Each member covered by this Agreement shall be consulted by the Superintendent or his/her designee prior to actions affecting personnel or programs within that building.
- C. Each member covered by this Agreement shall perform the duties outlined for his/her position in the job description manual.
- D. No member covered by this Agreement shall engage in a strike. Likewise, the aforementioned shall also not cause, instigate, encourage or condone a strike.
- E. The Board and the WAA recognize the need and desirability to pay individuals amounts beyond regular salaries when, in extraordinary situations, an administrator, upon request, assumes duties and responsibilities which are above and beyond his/her job description. In such cases, the Association shall negotiate with the district the amount of additional compensation, which shall be commensurate with the extra work performed. This section sunsets at the end of this contract.
- F. Supervision of BOCES classrooms is not an administrator's responsibility except in extraordinary circumstances and only then for a limited period of time.
- G. The Board agrees that one administrator will be present at the first Board of Education meeting of the month; the representative administrator should be able to address normal issues that arise in the other administrative areas. All administrators will be expected to attend the second meeting of the month, barring unforeseen circumstances.
- H. Association members will be provided with financial protection in cases involving vandalism, personal property loss, or personal injury they incur during the course and conduct of their duties or in such cases where the vandalism, property damage, or personal injury can be attributed to their role as an administrator in the District.

Whenever an administrator is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment and receives Workers' Compensation payments for such absence, he/she will be paid his/her full salary during his/her absence from his/her employment up to a period of one (1) year (less the amount of any Workers' Compensation award made for temporary disability due to said injury) and no part of such absence will be charged to his/her annual or accumulated sick leave.

ARTICLE VI—WORK YEAR LEAVES

A. Work Year:

1. The work year for all administrative positions covered by this Agreement shall be 12 months.

2. The maximum number of vacation days offered per year for current administrators will be 25. For all new administrators their first year of employment they will receive 22 days of vacation, the second year 23 days, the third year 24 days, the fourth year 25 days of vacation. All individual administrators will have the option each year to request in writing to either roll over days or have the district buy back days, or a combination of roll over and buy back days, to a maximum of 5 days. This must be done by the 15th of June each year. If they choose to roll-over days, the first year of employment they can roll two days, the second year three days, the third year four days, the fourth year five days. The same pattern will be used if they elect to have the district buy back days. In the event that roll-over days are used, maximum number of days that they can use in any one year for vacation time is 30 days.

The above mentioned vacation days are in addition to the thirteen (13) holidays as follows:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	One additional day that
Labor Day	building is closed

B. Sick Leave:

1. All administrators shall be entitled to:
 - a. 18 days of sick leave per year.
 - b. Accumulate up to a maximum of 275 days of sick leave. Upon retirement, unused sick leave may, at the administrator's discretion, be converted into a one time lump sum cash payment at a rate of \$50 per day up to 200 days, and at a rate of \$70 per day for each unused sick day from 201 days to 275 days.

2. Administrators shall be entitled to five (5) days of family leave during the year for each event of death or illness of a family member.

3. Personal days - three (3) days may be used for personal use each year; unused personal days will roll over into sick leave.
4. In addition to 1-3, the district recognizes that the administrators are entitled to the benefits of the Federal Family and Medical Leave Act, in accordance with the provisions of such act, and the terms of this agreement.

C. Sabbatical Leave:

1. Upon recommendation of the Superintendent and approval of the Board of Education, sabbatical leaves may be granted to administrators who have served at least seven (7) consecutive years in the District for the purpose of advanced study or other purposes of value to the District.
2. Leaves for one (1) year shall be at half pay. Leaves for one half (½) year shall be at full pay. Administrators shall be given credit toward salary adjustments while on leave.
3. Applications for sabbatical shall be submitted in writing to the Superintendent by January 1 of the year the leave is requested, for a leave beginning at the start of the school year or six (6) months prior to the leave for a sabbatical which does not commence at the start of the school year.
4. Members of the bargaining unit who are granted a sabbatical agree and promise to continue their employment as an administrator with the Waterford-Halfmoon Union Free School District for a period of two (2) years after completion of said sabbatical. If, after returning to the employ of the District, should such an administrator leave such employment at any time prior to completion of one (1) year following the sabbatical leave, he/she will pay the Waterford-Halfmoon UFSD the amount paid to him/her while on sabbatical leave. If, after returning to the employ of the District, should such an administrator leave such employment at any time after completing one year of employment but prior to completion of two (2) years after the sabbatical leave, he/she will pay the Waterford-Halfmoon UFSD one-half (1/2) the amount paid to him/her while on sabbatical leave.

D. Snow Delays

When there is inclement weather that could cause the delay or cancellation of school for any given day, the WAA will have the following responsibilities:

1. No one is expected to put themselves in danger by trying to travel in unsafe conditions.
2. On a snow day the members of the WAA are expected to call and inform the Superintendent that they will be delayed due to road conditions or visibility.
3. The Superintendent has the authority to allow anyone who is covered by this agreement to remain home when safety is a concern. Once the safety concern has passed it is expected that the individual(s) will report to work. When the Superintendent grants this type of leave no charge will be made against the administrator's sick time/ personal time/ vacation time. If an administrator chooses to remain home when conditions are suitable for travel, they will be charged time against either their personal time or vacation time.
4. When the school is delayed, the administrator is granted appropriate time as dictated by the weather conditions. It is expected that the administrator will report to school in time to guarantee a smooth opening of school for the day.

ARTICLE VII – INSURANCE

A. Effective July 1, 2014, the District will contribute 85% of the cost of group medical coverage for the members of the bargaining unit in the plan provided to teachers. Effective July 1, 2015 the District will contribute 82.5% of the cost of group medical coverage for the members of the bargaining unit in the plan provided to teachers. The bargaining unit member shall contribute the remaining percentage portion of insurance coverage in each year through payroll deductions.

B. Effective July 1, 2014, the District will contribute 85% of the cost of dental coverage for the members of the bargaining unit in the plan provided to teachers. Effective July 1, 2015 the District will contribute 82.5% of the cost of dental coverage for the members of the bargaining unit in the plan provided to teachers. The bargaining unit member shall contribute the remaining percentage portion of insurance coverage in each year through payroll deductions.

C. The District shall pay 70% of health insurance premiums (individual, two-person, and family) for current and future retirees, as long as such payment of health insurance premiums for retirees is guaranteed by the health insurance plan in force for public employees in New York State. Retirees electing dental coverage shall be responsible for 100% of the premium payments. The provision of insurance to retirees shall be subject to the following procedures:

1. At the time of retirement, an employee shall have the opportunity to elect a level of health, prescription and dental coverage.
2. If a retiree fails to elect health insurance coverage, or later withdraws from, any portion of coverage (health, dental, or prescription), the opportunity to participate in that coverage shall be permanently terminated. In other words, retirees who, at the time of retirement, fail to elect coverage or, having done so at retirement, later withdraw from any portion of coverage, shall not be allowed to obtain such coverage from the District at a later date.
3. A retiree may change insurance plans or add a spouse or qualified dependent during open enrollment periods pursuant to the policy requirements. Coverage may also be adjusted if a "qualifying event" as defined in the policy occurs. It is the retiree's responsibility to notify the District of any change.
4. When a retiree is eligible for Medicare Part B, the retiree shall participate in Medicare Part B as the primary health insurance for the retiree and any dependents. The District shall not reimburse the retiree for the cost of his/her Part B deductible. It is the retiree's responsibility to notify the District of Medicare eligibility.
5. Retirees electing dental coverage must remain in the dental plan for a minimum of twelve (12) months.
6. If a retiree dies before his/her spouse, the spouse shall be responsible for 100% of all premium payments if the spouse wishes to continue coverage.
7. If a husband and wife both retire from District employment, they may elect either a family or two-person plan in the name of either retiree. The conditions of subsection (H) (6) shall not apply to a surviving spouse who also retired from District service.
8. For an employee to be eligible for health insurance coverage upon retirement from the District, an employee must have been employed by the District for a minimum period of ten (10) consecutive years without a break in service. Leaves are not considered a break in service. Periods of unpaid leave (e.g., child care leaves) are not breaks in service, but shall not count toward completing the required minimum of ten (10) years.

D. The district shall pay 100% of the premiums of a standard term life insurance policy of \$100,000.00 for each administrator.

ARTICLE VIII—PROFESSIONAL DEVELOPMENT

- A. Each member of the Association will be afforded the opportunity to attend professional meetings and visit other schools to investigate new approaches and concepts in education, as directed. This will be at Board expense, as budgeted. This will keep each member abreast of new developments and will enable the District to have the best in quality education.
- B. The District shall reimburse administrators for any graduate course work related to an administrator's position that is recommended by the Superintendent and approved by the Board of Education.
- C. Participation in professional organizations is recognized as an important part of continued development of administrators. Payment for professional association dues for each administrator, related to their position, will be provided through the district budget.

ARTICLE IX—GRIEVANCE PROCEDURE

- A. Definition—For the purpose of the administration of this grievance procedure, a grievance shall be defined as a claim by any unit member or group of members in the negotiating unit of an alleged violation of any article or section of this agreement; or any claim which affects terms and conditions of employment.
- B. Purpose—To encourage the prompt and equitable solution to problems which might become grievances and to insure that no member need fear coercion, interference, restraint, discrimination, or reprisal for utilizing said procedure.

—STAGE 1—

A member or association that feels aggrieved shall orally and informally discuss the issue with the Superintendent.

—STAGE 2—

If the grievance is unresolved at Stage 1 within ten (10) business days, the aggrieved may request a formal review of the determination by the Superintendent. This request shall be in writing and shall include the facts of the grievance. The Superintendent will render his decision in writing within ten (10) days.

-STAGE 3-

If the grievance is unresolved at Stage 2 within ten (10) business days, the aggrieved may request a formal review of the determination by the Board of Education. This request shall be in writing and shall include the facts of the grievance. The Board of Education will render its decision in writing within ten (10) days.

-STAGE 4-

If the grievance is unresolved at Stage 3 within ten (10) business days, the aggrieved may exercise the option to request binding arbitration by filing a demand with either the Board of the American Arbitration Association or the Public Employment Relations Board in accordance with its rules and procedures. Such arbitration costs to be shared equally between the Board and the Association.

ARTICLE X-SALARY

For the period of this contract, salaries shall be as follows:

A. Administrators shall receive annual increases as follows:

First year of the contract (2014-15):	
Elementary Principal, Junior/Senior High School Principal, Junior/Senior High School Assistant Principal,	\$4000
Director of Student Support Services, Curriculum and Instruction	\$2,000

All WAA members each year of the contract for years 2-4:

Second year of the contract (2015-16):	\$4000
Third year of the contract(2016-17):	\$4000
Fourth year of the contract(2017-18):	\$4000

- B. Each administrator will have their annual salary increased by a total of \$2500 upon successful completion of their tenure appointment. The total tenure increase will be paid over the remaining pay periods in the contract year it is earned and the tenure increase will become part of the Administrator's annual salary.
- C. Effective June 30, 1997, bargaining unit members shall be eligible to participate in the 125 Plan sponsored by the district to the full extent that services are offered to other District employees.

- D. Each administrator shall receive a one-time, lump sum longevity payment of \$1,500 to be paid at the end of the individual administrator's fifth year of continuous administrative service in the District without a break in service. Each administrator shall receive a one-time, lump sum longevity payment of \$3,000 to be paid at the end of the individual administrator's tenth year of continuous administrative service in the District without a break in service. Leaves are not considered a break in service. Periods of unpaid leave (e.g., child care leaves) are not breaks in service, but shall not count toward completing the required years (five or ten) of continuous service in the District.

ARTICLE XI-RETIREMENT INCENTIVE

No retirement incentive shall be offered under the terms of this contract.

ARTICLE XII-MAINTENANCE

Except as provided in this agreement, all terms and conditions of employment and general working conditions shall remain the same as those existing at the time of this agreement. The Board shall not diminish or impair any condition during the term of this agreement. Nor shall this agreement restrict any rights afforded the Board of Education under the provisions of Section 3020A of Education Law.

ARTICLE XIII-DURATION OF AGREEMENT

This contract shall be in effect for the period from July 1, 2014 through June 30, 2018

ARTICLE XIV-TAYLOR LAW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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 HAD GIVEN APPROVAL, IN ACCORDANCE WITH SECTION 204-a OF THE NEW YORK STATE CIVIL SERVICE LAW.

Waterford Administrators' Association Representative

President, Board of Education

Waterford Administrators' Association Representative

Superintendent of Schools

Date

DATED: July 28, 2014

MEMORANDUM OF AGREEMENT

The Superintendent and Board of Education of the Waterford-Halfmoon Union Free School District ("District") and the Waterford Administrators' Association ("Association") hereby enter into the following Memorandum of Agreement to amend the 2009-2014 collective bargaining agreement ("Agreement") between the parties. The terms of this Memorandum shall amend the prior collective bargaining agreement and shall be incorporated into a new agreement from July 1, 2014 through June 30, 2018. Any articles, Sections or portions of the 2009-2014 Agreement not discussed herein shall continue and be incorporated into the successor collective agreement. The parties understand and agree that the terms of this Memorandum of Agreement shall not be effective unless and until they are approved by the Board of Education of the District and ratified by the Association.

1. Article I (Recognition):

Amend second paragraph as follows (italicized):

Use of the term "Administrators" in this agreement includes the Elementary Principal, Junior/Senior High School Principal, Junior/Senior High School Assistant Principal, and the Director of Student Support Services, Curriculum and Instruction.

2. Article III (Evaluation)

Amend Section B, as follows (italicized):

The format of the evaluation and the design of the evaluation instrument(s) for administrators not covered under Education Law 3012-c will be mutually agreed upon by the Superintendent and the WAA. The Annual Professional Performance Review for those administrators covered under Education Law 3012-e will be developed pursuant to the requirements of that law and the accompanying regulations of the Board of Regents and the Commissioner of Education.

3. Article VII (Insurance)

Amend Paragraph A as follows (italicized):

A. Effective July 1, 2014, the District will contribute 85% of the cost of group medical coverage for the members of the bargaining unit in the plan provided to teachers. Effective July 1, 2015 the District will contribute 82.5% of the cost of group medical coverage for the members of the bargaining unit in the plan provided to teachers. The bargaining unit member shall contribute the remaining percentage portion of insurance coverage in each year through payroll deductions.

Amend Paragraph B as follows (italicized):

2

B. Effective July 1, 2014, the District will contribute 85% of the cost of dental coverage for the members of the bargaining unit in the plan provided to teachers. Effective July 1, 2015 the District will contribute 82.5% of the cost of dental coverage for the members of the bargaining unit in the plan provided to teachers. The bargaining unit member shall contribute the remaining percentage portion of insurance coverage in each year through payroll deductions.

Amend Paragraph C as follows (italicized):

C. The District shall pay 70% of health insurance premiums (individual, two-person, and family) for current and future retirees, as long as such payment of health insurance premiums for retirees is guaranteed by the health insurance plan in force for public employees in New York State. Retirees electing dental coverage shall be responsible for 100% of the premium payments. The provision of insurance to retirees shall be subject to the following procedures:

Amend Paragraph C, Section 4 as follows (italicized):

- 4. When a retiree is eligible for Medicare Part B, the retiree shall participate in Medicare Part B as the primary health insurance for the retiree and any dependents. The District shall not reimburse the retiree for the cost of his/her Part B deductible. It is the retiree's responsibility to notify the District of Medicare eligibility.*

4. Article X (Salary)

Amend Paragraph A as follows (italized):

A. *Administrators shall receive annual increases as follows:*

First year of the contract (2014-15):

Elementary Principal, Junior/Senior High School Principal, Junior/Senior High School Assistant Principal, \$4000

Director of Student Support Services.

Curriculum and Instruction \$2,000

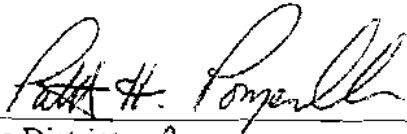
All WAA members each year of the contract for years 2-4:

Second year of the contract (2015-16): \$4000

Third year of the contract(2016-17): \$4000

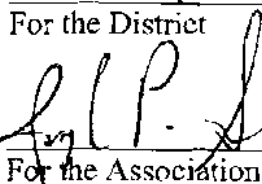
Fourth year of the contract(2017-18): \$4000

5. Article XIII (Duration of Agreement): July 1, 2014 through June 30, 2018



For the District

7/28/14
Date



For the Association

7/28/14
Date