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West Seneca Central School District  
And West Seneca Teachers Assn

**COLLECTIVE  
NEGOTIATIONS  
AGREEMENT**

**1996-1999**

**BETWEEN**

**RICHARD J. SAGAR  
AS SUPERINTENDENT OF  
WEST SENECA  
CENTRAL SCHOOL DISTRICT**

**AND**

**WEST SENECA TEACHERS  
ASSOCIATION, INC.**

**7949\_06301999**

West Seneca Central School District  
And West Seneca Teachers Assn

**FOR THE PERIOD  
JULY 1, 1996 - June 30, 1999**



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20990

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NYC PUBLIC EMPLOYMENT RELATIONS BOARD  
**RECEIVED**

FEB 05 1998

Agreement

Between **CONCILIATION**

The West Seneca Central School District

And

The West Seneca Teachers' Association

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## AGREEMENT

THIS AGREEMENT IS made as of the 1st day of July 1996 between Richard J. Sagar, Superintendent of Schools of West Seneca Central School District, hereinafter referred to as the "Superintendent", and the West Seneca Teachers Association, Inc., hereinafter referred to as the "Association".

### MANAGEMENT RIGHTS CLAUSE

Unless specified otherwise, the term "Superintendent" as used in the Agreement shall mean Superintendent and his/her designee.

Unless expressly provided otherwise in this Agreement, the Superintendent through the Board of Education reserves the right to:

- a. direct the work of the employees;
- b. hire, promote, demote, transfer, assign and retain employees in positions within the school system;
- c. maintain the efficiency of the school operations;
- d. determine services to be rendered by the public schools;
- e. take action as may be necessary to carry out the mission of the public schools;
- f. determine the methods, means, and personnel by which operations are to be carried on;
- g. be the policy making and governing body of the public schools.

## ARTICLE I -- Recognition

A. **Membership.** The parties hereby confirm the amendment by the Board of Education of the Teachers' Negotiating Unit to include all professional certified positions in both the regular and summer school sessions except the following specified positions:

Superintendent of Schools	Deputy Superintendent
Principals	Assistant Principals
Directors	Assistant Directors
Coordinators	Supervisors
Administrative Interns	

B. **Sole/Exclusive Bargaining.** The parties hereby confirm the recognition by the Board of Education of the Association as the sole and exclusive representative and bargaining agent for and on behalf of the employees included within the Teachers' Negotiating Unit.

C. **Taylor Law.** The Association hereby confirms and agrees to abide by the provisions of Article 14 of the Civil Service Law also known as the Taylor Law).

D. **Triborough.** Pursuant to the Civil Service Law, Section 209-a, all the terms of this Agreement shall be continued after June 30, 1999 until a new agreement is negotiated.

E. **Non-Interference.** Pursuant to Civil Service Law, Section 209-a, the parties agree not to interfere with, restrain, or coerce any employees in the exercise of their rights guaranteed by the Civil Service Law, Section 202 for the purpose of depriving them of such rights, or discriminate against any employee for the purpose of encouraging or discouraging membership in, or participation in the activities of any employee organization.

F. **The Association and the District agree to the following:**

1. **Part-time coordinators, and Teachers-on-Assignment** are teachers holding certified positions who have had their teaching load reduced from full time teaching positions in order to assume other teacher duties.
2. **Continue in Unit.** Part-time coordinators and teachers-on-assignment shall remain in the teachers bargaining unit and continue to encumber full-time positions in their original tenure areas of appointment and to accrue seniority in those tenure areas for so long as they continue to be assigned and to perform teacher duties.
3. **Evaluation.** The parties reaffirm that part-time coordinators and teachers-on-special assignment do NOT formally evaluate members of the teachers bargaining unit.
4. **Other Benefits.** Part-time coordinators and teachers-on-assignment shall be entitled to all benefits accorded to other members of the teachers bargaining unit.

## ARTICLE II -- Negotiation Procedure

- A. **Initial Negotiations.** The parties agree to begin negotiations for a successor contract after January 1, 1999.
- B. **Proposal Exchange.** Anytime after January 1, 1999, but before February 15, 1999 the Association and the District shall exchange written proposals. Thereafter, additional proposals may be introduced only with the consent of the parties.
- C. **Proposals Comply with Law.** The proposals shall set forth the matters to be negotiated in accordance with the provisions of Article 14 of the Civil Service Law of the State of New York.
- D. **Timing.** Anytime after a period of two (2) weeks from submission of the proposals to the Superintendent, negotiations shall commence upon fifteen (15) days notice by either party.
- E. **General Compliance with Civil Service Law.** Except as specifically provided otherwise in this Agreement negotiations shall be conducted in accordance with the provisions of Article 14 of the Civil Service Law.
- F. **Negotiating Teams.** Each party may choose any person or persons it desires to represent it for the purpose of negotiations provided, however, that such representative or representatives shall have the power and authority to make and consider proposals on behalf of their respective principals.
- G. **Closed Meetings.** Negotiations shall be open only to the authorized representative or representatives of each party, their legal counsel, and/or any other person or consultant whose presence either party may deem necessary.
- H. **Media Statements.** During negotiations neither party shall make any statement to any public communications media regarding said negotiations without first notifying the other party.
- I. **Memorandum of Understanding.** Immediately upon the conclusion of negotiations, a memorandum of understanding shall be drawn which shall list the matters agreed upon. Said memorandum of understanding shall include all items altered by negotiations, include the final written language of said changes; shall be signed by the parties' representatives, and shall be submitted for ratification to the Association.
- J. **Signing.** When a final and complete Agreement is drafted by the parties, it shall be signed by the parties.
- K. **Limitations.** In order to provide for a climate conducive to an expeditious settlement of the successor agreement, the parties agree to the following:
1. **Proposals.** Limiting proposals to only the most essential issues
  2. **Meetings.** A maximum of five (5) meetings to be held between February 15, 1999 and May 15, 1999



3. Mediation. In the event the parties are unable to reach agreement by May 15, 1999, a mediator shall be selected by the parties. The mediator shall have the authority to make non-binding recommendations on all outstanding issues.

~~.....~~The costs for the mediator's services shall be borne equally by the Association and the District.

4. Ground Rules. Nothing in these "ground rules" shall prevent either party from seeking a contract extension.

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

## ARTICLE III -- Salary

- A. **Schedules.** The salary schedules for classroom teachers for the period beginning September 1, 1996 to June 30, 1999 shall be set forth in Schedule "A" attached hereto and made a part of this Agreement. See Letter of Understanding for Schedules clarification.
- B. **Placement.** Step placement on salary schedules shall be determined as follows:
1. **New Teacher.** A new teacher shall mean any teacher who has NOT worked as a temporary part-time (half-time or more), regular substitute, probationary, or tenured teacher in the District, or a teacher who has voluntarily severed employment and now seeks to be rehired. The District shall have the sole discretion to grant up to five (5) years of experience credit for salary purposes.
  2. **Preferred Eligible List.** WSCSD Teacher presently employed or on the Preferred Eligible List Accepting Appointment to a Position in Another Tenure Area -- The District shall place the teacher on the step the teacher would be entitled to if he/she remained in the same tenure area.
  3. **Recall.** The District shall credit a teacher with up to five (5) years of full-time (not less than half-time or day-to-day substitute) certificated experience, in the teacher's tenure area as specified by Part 30 of the Rules of the Board of Regents, earned while the teacher was on the Preferred Eligible List.
  4. **Service Credit.** West Seneca CSD Temporary Part-time (half-time or more) or Regular Substitute Teacher -- The District shall credit experience in such a position as normal, full time experience for purposes of step placement
- C. **Summer School Schedule.** The salary schedules for summer school teachers for 1996-97, 1997-98 and 1998-99 Summer School Session shall be set forth in Schedule "B" attached hereto and made a part of this Agreement.
- D. **Extra-Curricular.** The stipends for extracurricular assignments and supervision of student activities shall be paid in accordance with the amounts set forth in Schedule "C" attached hereto and made a part of this Agreement.
- E. **Coaches.** The stipends for coaches and intramural shall be paid in accordance with the amounts set forth in Schedule "D" attached hereto and made a part of this Agreement.
- F. **Limitations.** No member shall be paid a higher rate than the salary steps commensurate with the number of years of his / her teaching or guidance experience, military service and work experience training.

G. Graduate Hours. In addition to the above, each member, other than summer school teachers, shall be paid at the rate of \$25.00 per graduate hour. The payment for graduate hours shall be limited to a maximum of BA plus 60 or MA plus 30. Any hours earned after 1985 shall be paid at the rate of \$27 per hours providing the District has given prior approval to the graduate hours earned. Prior approval to be granted to graduate courses and programs that lead to certification for a position included in the New York State Teachers' Retirement System. Graduate credit shall not be granted for courses outside of the teacher's Part 30 tenure area, e.g., for counselor or administrator courses. Graduate courses and programs specifically designed to prepare an individual for possible employment outside of education shall not be approved.

H. Annual Renuual Option (ARO) Guidelines.

1. Payment. Beginning September 1, 1997 payment for ARO will be \$400 for 15 clock hours and \$800 for 30 clock hours. In July 1, 1998 all probationary and tenured staff will be required to complete a minimum of 15 ARO hours annually between July 1 - June 30. Pay will be \$400.
  2. Penalty. Those members not completing the ARO requirement will have their salary reduced by \$400.
  3. Number of Courses. The District Personnel Director and the President of the WSTA Inc. will certify that enough courses are offered for all bargaining unit members to meet the requirement. If there are not enough courses offered, the penalties will not apply.
  4. Programing. In-service programming shall be developed jointly by the District and the Teachers' Center. The superintendent or designee shall have approval of the classes that bear ARO credit.
  5. Waivier. Teachers working on permanent certification will have the ARO requirement waived if they complete 6 graduate credits between July 1 - June 30.
  6. Unforeseen Situations. The Superintendent or designee and the Association President may agree to waive the requirement for verifiable unforeseen situations (i.e. long term illness).
  7. Exclusions. Teachers excluded from this requirement shall be: part-time teachers, regular substitutes (temporary teachers), teaching assistants, physical therapists, occupational therapists, certified occupational therapist assistants, certified physical therapist assistants, and teachers who retire prior to the first day of school of the succeeding school year.
- I. 20 Year Increment. Members who have been in continuous service for at least twenty (20) years in the West Seneca Central School District shall be eligible for a ONE-TME-ONLY service increment. This increment is to be \$2,000 payable as part of the member's total salary for the school year in which it is received.

Application for the increment must be submitted to the Superintendent of the District no later than one school semester in advance of the school year in which the increment is to be paid.

Continuous service for this section only, will include approved paid leaves of absence provided the member returns to work as indicated in the approved leave. Unpaid leaves will not be included in the total of twenty (20) years for eligibility for the service increment. However, unpaid leaves of absence will not be considered to constitute discontinuous service.

J. Curriculum Writing. Teachers shall be compensated at the rate of \$14.95 effective July 1, 1996 \$15.47 effective July 1, 1997 and \$16.01 effective July 1, 1998 for each hour worked on curriculum writing.

## ARTICLE IV -- Guidance Counselors, Psychologists, Social Workers

- A. Pay. Guidance Counselors, Psychologists and Social Workers shall be employed from July 1, 1996 to June 30, 1999 and shall be paid as follows:
1. Guidance Counselors and Social Workers. shall be paid according to the Teachers' Schedules attached Schedule A.
  2. One two-hundredth. Guidance Counselors, Social Workers and Psychologists who are paid on their respective negotiated salary schedules will have 1/200 of their yearly rate added to their pay for each day worked in excess of the teachers from September 1 through June 30.
  3. Additional Pay. Psychologists will be paid according to the attached Schedule "E". Any psychologist receiving a salary in excess of the appropriate step on the salary schedule shall receive an increase of 2.0 % for 1996-97, and 2.5 % for 1997-98 and 2.5% increase for 1998-99.
  4. Summer Pay. Days worked in July and August will be compensated at the rate of 1/200 of current contract salary for each day worked.
- B. Conference Days. Guidance Counselors, Psychologists and Social Workers shall have school district conference days identical to those for the total of classroom teachers as set forth in the calendar attached hereto. Workshop programs and/or specialized conferences may be scheduled on those days with the prior approval of the Superintendent.

## ARTICLE V -- Working Conditions

### A. Workday.

1. Length. No teacher shall be required to work more than seven and one quarter (7 1/4) hours per day. The time between the beginnings of the teacher and student days and the time between the endings of the student and the teacher days is work time during which the teacher is to be available for the performance of duties such as meetings with other teachers, administrators, parents and students. The daily starting and ending times of the teachers' work day shall be established by the building principal on a semester-by-semester basis through use of the Joint Committee established by Article XVII, Section F of this Agreement, but individual variations therefrom may be agreed to in writing by the building principal on a semester-by-semester basis.

2. Extra Work Pay / Limitations. Those teachers assigned duties beyond the normal workday must be compensated at the normal supervision rate. Notwithstanding the foregoing, teachers and teaching assistants shall be required to attend, without additional compensation, up to ten (10) additional hours per school year of functions scheduled by the District in addition to emergency faculty meetings and Open Houses (covered by Section G of this Article V). Such additional functions may be scheduled before the beginning of the 7 1/4 hours school day, after its end, or in the evening. Such additional functions may include, but shall not be limited to, continuation of faculty meetings, PTA presentations, parent conferences and staff development programs. Except in the case of emergencies, teachers and teaching assistants shall be given at least five (5) working days notice of such additional functions.

3. Alter Start/End Time. The starting and ending times of the teachers' workday may be altered once per year for the purpose of parent conferences. The decision to do so will be made by the SDMT in each building. Teachers will be given thirty (30) days notification of such an alteration in the workday.

B. 40 Consecutive Minutes. All teachers shall have two hundred (200) minutes of planning per week. The district will make every effort to have 40 consecutive minutes of preparation and planning time during the teaching day. Each classroom teacher, shall have one (1) planning period day as follows:

1. Prep Time. All teachers will have one regularly scheduled planning period according to the schedule of the assigned building.

2. Planning Period. Notwithstanding the foregoing, it shall not be a violation of this Agreement if a teacher does not have a

planning period if a meeting is held during the teacher's scheduled planning period between the teacher and a director, coordinator or teacher-on-assignment provided that such meetings are limited to no more than one such meeting per month and are scheduled on not less than five (5) days' notice to the teacher (unless such notice is waived by the teacher).

3. Field Trip / Planning Period. Provision will be made to allow for each staff member on a field trip his/her forty (40) minute planning period on the day of the trip. In the event scheduling modifications cannot be made on the day of the trip, the planning period will be provided in a subsequent day's schedule.
4. Schedule Committee. The parties agree to form a committee consisting of three members each to review the scheduling of the elementary workday for special area teachers. The goal is to develop a recommendation which will provide five (5) minutes of organizational time between assigned classes.

C. More than 5 Classes. Secondary teachers (Grade 7-12) assigned to more than five (5) daily teaching assignments shall have no regularly scheduled, study hall, or other special duty assignment. Secondary teachers who have more than five (5) daily teaching assignments may be assigned a homeroom (not to include an activity period type homeroom).

D. Two Preparations. Secondary teachers (Grade 7-12) who are required to have more than two (2) daily preparations shall not have more than five (5) daily assignments. This provision shall not include special area personnel nor assignments for clinics and activity periods. A regents and non-regents class or classes at the same grade level shall be considered one (1) preparation.

E. Limits on Extra Duty. Secondary teachers, except for special area personnel with more than two (2) preparations, will be assigned to supervisory duty before the commencement of classes, but no such duty shall exceed twenty (20) minutes.

F. Evaluation Reports. The evaluation reports shall be the prime measure of work performance and growth in documenting decisions relative to retention or dismissal of employees. Teacher evaluation shall be in accordance with the following:

1. Administrators. All written reports of teacher or teacher observation or evaluation shall be made only by administrative personnel. Part-time coordinators in the bargaining unit may not evaluate as per Article I. F. The primary purpose of the annual teacher observation-evaluation process is to improve instruction. Such reports shall at least cover the following areas:

- a. Strengths / Weakness. Comments on strengths and weaknesses of the teacher as observed.

- b. Progress. Recognition of progress or lack of progress since the previous observation if applicable.
- c. Suggestions. Statement of performance and responsibilities needing improvement.
- d. Specific suggestions or measures the evaluated teacher to improve his/her performance in areas where difficulties have been identified.
- e. Assistance. Specific recommendations to the teacher of the observation opportunities, workshops, materials available through the school and any other sources which may assist the teacher in making suggested changes.

Visits to teachers by the Coordinators of the District for full period observations, demonstrations, or conferences shall be scheduled only with advanced notice given to the teachers. Informal visits for less than full periods of time by the above personnel shall be allowed without prior arrangements.

- 2. Openness. Observation or evaluation of the work performance shall be conducted openly. An observation for the purpose of evaluation shall consist of a full class period spent in the classroom or the equivalent. The observation during this time shall be limited to work performance rendered within the instructional day.
- 3. Copies. A copy of the written report of the observation or evaluation shall be available to the teacher one (1) day in advance of the conference scheduled to discuss the report. An evaluation conference shall be held within seven (7) working days after the observation and before submission of the written report for inclusion in the teacher's file. At this conference any long term observation evaluated will be annotated and discussed with the teacher. It shall be the responsibility of the evaluator and the teacher to establish an agreed upon length of time within which identified differences may be corrected prior to the next observation-evaluation.
- 4. Changes / Rebuttals. Changes in the report after the conferences or rebuttals to the written report may be made within two days after the conference and prior to submitting the report to the central office for inclusion in the teacher's file. Changes and/or rebuttals shall be initialed by the evaluator and the teacher.
- 5. Number of Observations. Two (2) observations per year shall be conducted for probationary teachers and one (1) per year for tenured teachers. Suggestions for improvement of teaching performance shall be offered by the observer when deemed necessary. One of the two required observations for probationary teachers will be given an advance notice by the observer to the teacher of not less than 24 hours. If a probationary teacher receives an unsatisfactory report on the



teaching performance portions of the report, a third observation will be granted upon written request by the teacher. The 24 hour notice for this observation will be waived by the parties. The observation report with signatures will be included in the teacher's file.

6. Regular Subs. Those teachers employed as regular substitutes will have at least two observations per year. If a regular substitute appointment is the result of termination from a regular tenured position at least one observation per year will be conducted.
7. Signatures. Written evaluations to be included in the teacher's file in the central office shall be signed by the teacher and evaluator signifying that the report has been seen and read.
8. Annual Probationary Reviews. Each year of the probationary period, between March 1 and May 1 the principal will hold a conference with the teacher for the purpose of giving a summary review-evaluation which shall include a written statement regarding the possibility of meeting standards of tenure.
9. Growth Plan. The professional growth plan may be taken every year for ten (10) ARO credits. Tenured teachers may use it as an alternative to the traditional observation-evaluation process every other year. The Plan consists of:
  - a. three (3) hours of guiding type sessions at the Teacher Center
  - b. three (3) classroom visitations
  - c. one (1) peer review and the related conference
  - d. one (1) closing conference with immediate supervisor

G. Personnel Files. Each professional staff member shall have a proprietary right in his / her personnel file as follows:

1. Viewing. The right, upon request to review the contents of the file exclusive of confidential references.
2. Representation. The right to have a representative of the Association present during such review.
3. Copies. The right to have reproduced for his/her own use any document contained in the file other than a confidential reference, at a cost to the member not to exceed ten (10) cents per page.
4. Rebuttal. The right to submit rebuttal material at any time for inclusion in the file.
5. Acknowledgment. The right to sign, for purpose of acknowledgment of presence in the file, any document contained therein.

6. Advise. The right to be advised of any material to be included in the file in order to be afforded the rights set forth above.

7. Removal. The personnel file shall not be removed from the central office.

H. Teacher Aides. In the elementary (K-6) grades, except for the special area classes, one (1) teacher aide will be provided for each group of three (3) classes within the same building and within the primary (K-3) grades having an average enrollment of thirty three (33) pupils and for each group of (3) classes within the same building and within the intermediate (4-6) grades having an average enrollment of thirty three (33) pupils. In the determination of the average enrollment, the three (3) classes in the primary group, and the three (3) classes in the intermediate group with the largest pupil enrollment, and which do not have teacher aides shall be considered. It is intended that the determination of the average enrollment is not limited to three classes at the same grade level, but shall include all grade levels within each of the two groups. For purposes of this section, enrollments for assignment of aides shall be those figures as of October 1 and February 1 of the school year.

I. Workshops / Meetings. Members attending a professional meeting, conference or workshop for professional improvement, or are absent from school due to official business of the school shall not suffer any loss of regular salary when such attendance has been approved by the Superintendent or his / her designee.

J. Open House. No supervisory rate will be paid to a teacher for attendance in one (1) open house per school year. The District shall designate in each building one such open house during the school year. However, if teachers are required to participate in additional functions of a similar nature, they will be paid at the normal supervision rate.

K. Conference Attendance. The Superintendent, at his/her sole discretion, may grant approval for professional or educational conference attendance. Teachers who wish to be absent for this purpose shall submit a request in writing to the Superintendent. Eligibility for such attendance shall include:

1. Sponsors. Officers, Board Members and Committee Members of the organization sponsoring the conference.
2. Speakers. Speakers and other participants in the program of said conference.
3. Related Fields. Members whose educational field is related to the subject of the conference.

The Superintendent, at his/her sole discretion, may grant approval for a professional visit to neighboring school districts to observe innovative programs upon ten (10) days notice and with the requirement that a written report be made to the building principal within one (1) week after such visit. All personnel who attend an

educational and / or professional conference shall be paid their regular salary for the time they are absent for this reason. Conference request shall be limited to budgetary allowance.

L. Departments.

1. Stipend. The Department Chair shall be paid a stipend as follows:

1996-97

- a. reduced teaching load 4% of salary min. \$1,327 max. \$1,797
- b. no reduced teaching load 5% of salary min. \$1,797 max. \$2,211

1997-98

- a. reduced teaching load 4% of salary min. \$1,373 max. \$1,860
- b. no reduced teaching load 5% of salary min. \$1,860 max. \$2,288

1998-99

- a. reduced teaching load 4% of salary min. \$1,421 max. \$1,925
- b. no reduced teaching load 5% of salary min. \$1,925 max. \$2,368

2. Department Leaders shall be paid an annual stipend of \$523 in 1996-97, \$541 in 1997-98 and \$560 in 1998-99.

3. District-wide Coordinators represented by the Association shall be paid annual stipend increases as follows:  
1997-98: 3.5% increase  
1998-99: 3.5% increase

M. Travel Expenses. All members shall be compensated for travel expense incurred during the performance of their duties at the rate of twenty eight (28) cents per mile effective July 1, 1996 and thereafter when using their personal automobiles. If requested, the Superintendent will give a member a letter stating that such use of a personal automobile was for meeting their responsibilities in the assigned position. No such letter will be given for travel from home to work and return.

N. Meeting Notice. Except in the case of an emergency as determined by the building principal or the Superintendent, members shall be given forty eight (48) hours prior notice of any faculty meeting at which their attendance is mandated.

O. Grades. The principal of each school or the Superintendent shall make the final determination of pupil grades. Before any grade determination is made, which is not in accord with the original grade determination by the classroom teacher, consideration will be given to the recommendation of the classroom teacher, the Department Chair, and the supporting staff.

P Participation in Development. Teacher representatives of a department

or a grade level shall be invited to participate in revisions of existing areas of instruction and / or development of new areas of instruction. This section shall not apply to changes mandated by the State Education Department.

- Q. **Budget Participation.** Teachers of each department and grade level shall be involved in the preparation of budget requests for their area or grade level. If changes in budget requests at the building level are required to be made, each department and grade level may make recommendations to the building principal. Final decisions shall be made by the building principal
- R. **Advised of Student Issues.** Members shall be advised of emotional, psychological and medical conditions, which necessitate adjustments to be made by a classroom teacher in the method of teaching in regard to a particular student. This section is not to be construed to require the divulgence of any confidential medical information.
- S. **Cumulative Records.** In the elementary grades, accumulative records and files shall be made available to the classroom teacher no later than the first day of school.
- T. **Representation.** A teacher shall have the right to an Association representative at any meeting called by an administrator which is investigatory and / or for disciplinary action. The teacher shall be advised of the intent of such a meeting. If the teacher waives the right to representation, the teacher shall sign a waiver to that effect.
- U. **Required Attendance.** No member shall be required to attend any function prior to the commencement of the school year.
- V. **Policy Book.** Each building will be provided with at least two copies of the Board's Policy Handbook.
- W. **Teacher Protection.**
1. **Use of Force.** A teacher may use such force as is necessary to protect himself/herself from attack, or to prevent injury to another student.
  2. **Absence.** Whenever a teacher is absent from school as a result of personal injury caused by an unprovoked assault by a student while the teacher is acting within the scope of his/her employment, the teacher will be paid full salary for the period of such absence not to exceed' thirty (30) working days. (Deduct Worker's Compensation from salary.) Absence as a result of an assault will not be charged to sick leave. Damage to clothing or personal property will be compensated to a maximum of \$150, upon submission of proof of payment.
  3. **Examination.** The Superintendent shall have the right to order the teacher to be examined by a school physician for the purpose of establishing the period of time during which the teacher is temporarily disabled and cannot perform his/her teaching duties. The opinion of the school physician as to the period of time of temporary disability shall control.

3. Re-admission of Student. In the event, the assault took place in a classroom to which the student and the teacher are assigned, the building administrator will meet with the teacher prior to readmission of the student to the particular classroom.

X. Repairs. It is agreed between the parties that repairs of a disruptive nature will be avoided during school hours, unless repairs are such as to insure the safety and comfort of staff and students, or to prevent further damage to the building.

## ARTICLE VI -- Association Rights

- A. Visitation. The President and/or one elected officer of the Association, at any one time shall visit the buildings of the District or the WSTA office for any purpose relating to the affairs of the Association. Notice shall be given to the building administrator prior to leaving the building. Any such visit by the President and / or one elected officer shall not conflict with his / her scheduled teaching assignments.
- B. Association Meetings. Building representatives shall be permitted to conduct Association meetings after the dismissal of students has been completed; provided that:
1. Notice. At least twenty-four (24) hours notice of such meetings shall be given to the building principal. In the event of a conflict with a scheduled meeting of a building principal, the latter shall prevail.
  2. Report. Members assigned to duty shall report to that duty.
  3. Number of Meetings. No more than two (2) such meetings shall be conducted in any one calendar month.
- C. Meeting with Principals. The principal of each school shall meet once a month with the designated building representatives of the association at the request of the Association to discuss matters of mutual concern.
- D. Meetings with the Superintendent. The Superintendent or representative designate by him /her shall meet with the President of the Association and his / her Representatives once a month to discuss matters relating to the implementation of this Agreement and other matters of mutual concern. Meetings may be called by either the Superintendent or by the President of the Association at a mutually agreed upon time.
- Ad Hoc Committees may be instituted by the Superintendent and the President of the Association when deemed necessary by the parties.
- E. Information. The Superintendent shall make the following information available to the Association within a reasonable time after the request therefor:
1. Distribution. Staff distribution by degree, step and credit hours.
  2. Sick Days Used. Total number of sick days used by members on a particular date.
  3. By Date. Total number of personal days used by members on a particular date.
  4. Number of Users. Number of members using extended sick leave and number of days used.
  5. Number and cost of substitute days.
  6. Number and cost of teacher aides.

7. ST-3. End of year spending on every budgetary item as per ST-3 form, which will be available at the end of the fiscal year.
8. Teacher/pupil ratio.
9. Allotment of state and federal aid.

The Association shall pay the clerical cost to collect and compile such information only when such information has not been previously compiled by the Superintendent for his / her use.

F. Reduction in Force. Teachers excessed as a result of reduction in force shall be given preference for positions as regular substitutes as they occur in the succeeding year. No appointment as a regular substitute will be made until the position incumbent begins his/her sabbatical or unpaid leave. Seniority as determined by the members position on the "P.E.L." and certification shall determine the order of Appointment of excessed teachers to positions as regular substitutes in their tenure area. Certification shall be defined in the Commissioner's Regulations. Preference shall be given for a period not to exceed seven (7) years from the date of excessing. Service in the position of regular substitute will not accumulate previously established seniority.

Procedures for appointment as a regular substitute will be as follows:

1. Notification. The Director of Staff Personnel will notify in writing those excessed teachers eligible for assignment as a regular substitute or as itinerant substitutes leading to appointment as a regular substitute. This will be done when the Director of Staff personnel has received, in writing, notification from the position incumbent that a sabbatical or unpaid leave will be requested and the exact date the leave is to begin.
2. Notice of Acceptance. During the work year the excessed teacher receiving a notice must respond within five (5) work days as to accepting or refusing the regular substitute or itinerant substitute assignment. For the period beginning July 1 through August 15, the excessed teacher must reply within ten (10) work days after delivery of certified notice.
3. Termination. If the assignment terminates before the end of the school year in which it is served, that person will go back on the list of eligibles and be properly notified of additional assignments when they became available.
4. Positions as of June 30. The Director of Staff Personnel will send written notification to those teachers to be excessed as of June 30th of the present school year to inform them of their assignment to available leave positions for the new school year by June 30th. Copies of the notice will be sent to the President of the Association.

- G. **Salary Determination.** A regular substitute is a substitute who is appointed by the Board of Education to take the place of a teacher on unpaid leave. If a regular substitute is given an assignment in which an incumbent is on a sabbatical or unpaid leave, the salary will be the negotiated salary schedule for years of service and degree status.
- H. **Promotions.** All vacancies in promotional positions shall be posted in each school and the job description for any such positions shall be available in the Administrative office of each school.
- I. **Regular Substitutes.** Vacancies in positions as regular substitute or probationary positions will be filled from the pool of available regular substitutes who have been in the district and have the necessary certification and a recommendation of the principal where the regular substitute service was rendered.
- J. **Use of Facilities.** The Association, in furtherance of its business shall be permitted use of:
1. Teacher mailboxes
  2. Designated teacher bulletin boards
  3. School building facilities, pursuant to a building permit for meetings and conferences of members and/or committees.
- K. **Association Days.** The Superintendent will make available a total of 20 work days to the Association for conducting of Association business. It is understood by the parties that these days are not for business conducted in the District. The President of the Association will notify the Superintendent at least 10 days, when possible, in advance of any days to be taken and the names of persons using the days. It is assumed the days are used for state or national meetings, PERB hearings, and conferences. No reimbursement for expenses will be made by the District.



## ARTICLE VII -- Transfer

### A. Definition of Transfer

1. Majority Assignment. A transfer is to be considered as a move from a majority assignment (51% or more) in one building to a majority assignment (51% or more) in another building. For transfer purposes, if a teacher does not have a majority assignment, the District shall designate one building as the majority. This will be done each year by October 15th.
2. Organizational Changes. If an entire grade, special education class or program is moved, this will be considered to be a reassignment, not a transfer for staffing purposes.

### B. Posting. The parties agree to the mutual goal of posting available assignments in accordance with the following procedures:

1. Origin of Position. Available assignments resulting from resignation, retirement, excessing and approved leaves of absence will be posted after the within-building shifts, if any, have been made.
2. Timing of Posting. All open positions will be posted within ten days of the Board of Education meeting immediately following the event that caused the opening. Posting shall mean both making the information available in the buildings and notifying the President of the Association. It shall be the duty of the President to notify the teachers affected. Section C of this article will apply.
3. Limitations. A teacher may only transfer voluntarily once between September 1 and June 30.
4. Effective Date. A voluntary transfer shall become effective at a time that minimizes the negative effect on instruction. i.e. end of marking periods, at semester breaks and breaks in curriculum.
5. P.E.L and Reshuffled Assignments which become available due to resignation, retirement, death, excessing, leave of absence or creation of new positions will be open for transfer. If the position is not filled by a transfer from within the bargaining unit; the position will be filled in order from the P.E.L., past reshuffled members or a new hire.
6. Effect of Excessing. A teacher who has previously been involuntarily moved out of his/her original subject area (due to layoff procedures prescribed by Education Law) shall not have the right to transfer if it would result in the excessing of a probationary teacher.
7. Promotional Postings. The District shall be required to post vacancies for in-building promotional positions (e.g., dept. chair) only in the building where the vacancy exists.

### C. Voluntary Transfer.

1. Criteria. In the determination of voluntary transfers, the Superintendent shall take into consideration certification, experience, the last three annual evaluations, additional training and seniority. These factors shall be applied progressively. A candidate must be certified to teach the subject where the vacancy exists. In-district experience is compared at the following levels: K-3, 4-6, 7-8 and 9-12. Relevant teaching experience in another school district shall be considered as additional training for this clause.
2. Required Interview. In the event one (1) teacher requests a specific transfer, the building principal shall interview the teacher. The district may select the teacher or select an external candidate.
3. Rule of Two. If there is more than one teacher request for a specific transfer, then the district must select from those teachers according to section C paragraph 1 above. In the event, that declination and / or withdrawal results in one candidate in the transfer pool rule C2 will apply.

### D. Involuntary Transfer.

1. Purpose of Transfer The District shall make every effort to avoid the use of involuntary transfers. Involuntary transfers will not be punitive or used as a disciplinary measure.
2. District Rights. The District shall have the right to involuntary transfer a teacher:
  - a. Scheduling Needs. For demonstrated academic need which cannot be resolved by reasonable scheduling changes.
  - b. Level of Instruction When a change in building assignment is necessary to improve the level of instruction of the teacher. Prior to making such a transfer the District will attempt to provide constructive direction to assist the teacher to improve the level of their instruction. The teacher will be given the opportunity to transfer voluntarily. Constructive direction means that the administration will develop an improvement plan with specific targets for improvement.
    1. Reasons for Transfer. Prior to the effective date of the transfer, the Superintendent of Schools will meet with the teacher (if requested) to discuss the reasons for the transfer.
    2. Notification of WSTA. Prior to such involuntary transfers, the District shall notify the WSTA of its intention to implement the transfer.
  - c. Changes in Staffing Patterns. When the number of teachers assigned to a building exceeds the staffing needs of the building for the next school year.

1. Volunteers. Volunteers will first be sought as per section C above.
2. Rescinded Transfer. If an involuntary transfer which was created by staffing needs becomes unnecessary (prior to September 1) due to staffing changes resulting from resignation, leave of absence, retirement, death, or other changes in staffing needs, the involuntary transfer will be rescinded.
3. Process K-6. If the transfer is due to conditions as described in 'C' above, then the District will transfer from the particular building requiring the transfer the least senior person in K-3 if need to transfer is in this area or in the 4-6 area if the need for an involuntary transfer is from this area.
4. Process 7-12 or K-12. If the transfer is due to conditions as described in 'E' above, then the District will transfer from the particular building requiring the transfer the least senior person in K-12 or 7-12.

## ARTICLE VIII -- Grievance Procedure

- A. **Definition.** A grievance is a claim by a member that as to him / her, or by members that as to them or by the Association that there has been a violation, misinterpretation or inequitable application of this Agreement.
- B. **Representation.** An aggrieved party shall be represented in all steps of the grievance procedure as hereinafter set forth.
- C. **Immediate Supervisor.** For purposes of this Article, "immediate Supervisor" shall mean a "Building Principal, or Principals" when the aggrieved is a member, or a group of members, and the "Superintendent when the aggrieved is the Association.
- D. **Time Limits.** A written grievance must be submitted at Step 1 within forty (40) school days of any violation.
- E. **Meet with Supervisor.** An aggrieved party may first meet with his / her immediate supervisor to discuss his / her grievance or may move directly to Step I of the Grievance Procedure, or to Step 2 when the Association is the aggrieved party, as hereinafter set forth. The aggrieved party may be accompanied by his / her Grievance Committee Chairperson as this informal discussion with his / her immediate supervisor.

F. **Procedures.** The Grievance Procedure shall be as follows:

**Step 1.** If a grievance is not resolved at the discussion level, or if an aggrieved member has moved initially to this Step 1, the grievance shall be reduced to writing by a Grievance Committee on a form to be prepared by the parties and shall be submitted by him to the aggrieved's immediate supervisor. A meeting of the immediate supervisor and the Grievance Committee Chairperson shall be mutually convened within five (5) school days after submission of the written grievance to the immediate supervisor. The Grievance Committee Chairperson may be accompanied by the aggrieved party at this Step 1. Within five (5) days after such meeting, the immediate supervisor shall submit a written reply to the Grievance Committee Chairperson.

**Step 2.** If the grievance is not resolved by the immediate supervisor, or when the Association is the aggrieved, the Association may request a meeting of the Superintendent and the Chairperson of the Association's Grievance Committee. If the Superintendent agrees to such a meeting, it shall be mutually convened within five (5) school days of written notice to the Superintendent. When the Association is the aggrieved such notice shall set forth the nature and details of the grievance. At such a meeting, the Association shall be represented by its Grievance Committee Chairperson who may be accompanied by a designee of the Association. The Superintendent shall represent the school district and he may be accompanied by

any one (1) person designated by him / her. Within five (5) school days of such a meeting, as aforesaid, or in the absence of a meeting, within five (5) school days of notice as aforesaid, the Superintendent shall reply in writing to the grievance and shall submit said reply to the Chairperson of the Grievance Committee of the Association.

**Step 3.** If a grievance is not resolved as aforesaid, arbitration may be requested in writing by the Association by a communication from its President, or his / her designee, to the Superintendent and the grievance shall then be submitted to final and binding arbitration. A request for arbitration shall be made ten (10) school days after receipt by the Association of the Step 2 written reply by the Superintendent.

The arbitrator may be selected by mutual agreement of the Association and the Superintendent. Failing mutual agreement the parties shall be bound by the selection process and rules of the American Arbitration Association (AAA) in the selection of an arbitrator and in the arbitration itself. The costs of the services of the arbitrator will be borne equally by the parties. The arbitrator shall have no power, or authority to add to, subtract from or modify this Agreement, or to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement.

G. **Non-Interference.** No aggrieved party shall be restrained, coerced, interfered with, discriminated against, or suffer any reprisal whatsoever from the use of, or recourse to the aforementioned Grievance Procedure.

H. **Definition of Days.** The word "days" (with the exception of weekends and holidays) shall be substituted for the words "school days" in paragraph 'F' of the Article whenever a grievance cannot be processed to completion before the expiration of the school year.

## ARTICLE IX -- Health Insurance

- A. **Benefit Trust Agreement.** The Benefit Trust, a trust established under the laws of the State of New York pursuant to a written trust agreement (the "Trust Agreement hereafter) dated October 1, 1991, and with trustees appointed solely by the Association operated entirely by the Association shall be responsible for providing health and dental insurance for certified full-time and part-time employees (at least .5) who are bound by the Association, Inc. bargaining agreement and its retirees with an effective date of July 1, 1991. Retirees with an effective date of retirement prior to July 1, 1991 will be (and have been) given a one-time-only irrevocable choice of remaining under the District's plan or switching coverage to the Benefit Trust.
- B. **No Responsibility.** Other than the payment of the contributions specified below in paragraphs E, F, and G, the District shall have no responsibility for furnishing health, dental, or other insurance to members of or retirees from the bargaining unit.
- C. **Modifications.** The Trust Agreement, and any modifications of addendum thereto, will be submitted to the District solely for the purpose of ascertaining that the purposes and operation of the Benefit Fund comply with the requirements of the Collective Bargaining Agreement.
- D. **Annual Report.** The Benefit Trust trustees shall furnish two (2) copies of their annual report of financial operations to the District solely for the purpose of satisfying the District's need to know that the public monies contributed to the Fund have been expended solely for the purposes consistent with this Collective Bargaining Agreement. (For the same purpose, the Fund trustees shall make the books of the Fund available for inspection by the Superintendent, or his / her designee, at a reasonable time and place agreed upon by both parties).
- E. **District Contributions.** The amount contributed by the District to the Benefit Trust for each member (not retiree) appointed half-time or more shall be:
1. Effective January 1 1997 \$338.19 per month.
  2. Effective January 1, 1998 \$348.34 per month
  3. Effective January 1, 1999 \$358.79 per month.
- The spouse and dependents of a member who dies while in service will be eligible to receive paid health insurance for a period of six (6) months following the death.
- F. **Expiration.** Should the parties fail to reach agreement on a successor Collective Bargaining Agreement prior to the expiration of this Collective Bargaining Agreement, the District's contributions to the Benefit Trust shall continue at the contribution rate per teacher in effect of the last day of the Collective Bargaining Agreement until such time as a successor Collective Bargaining Agreement is reached.

G. **"Funded Retirees"**. Those retirees who by this Collective Bargaining Agreement received monies from the District to purchase health insurance after retirement are called "funded Retirees" They shall have an amount equal to the cost of their coverage deducted from their accounts and transmitted to the Benefit Trust on a monthly basis. The District shall have no obligation to furnish health or dental insurance to teacher retirees with an effective retirement date of October 1, 1992 or after.

H. **District Contributions and Billing.**

1. **Contributions.** District contributions to the Benefit Trust will be made on the first day of the month.
  2. **Billing.** Billing information, including total number of covered members, covered retirees (by name and amount), and any changes (by name and amount), shall be furnished to the District by the 15th of the month prior to when payment is due. Any member (including new employees) who is employed by the District on the 15th day of the month shall be included for billing purposes. Conversely, any member who resigns, retires, or takes an unpaid leave of absence on or before the 15th day of the month shall not be included in the billing. When necessary, the credits and adjustments shall be made in the month following the addition or deletion of covered members.
- I. **Accumulated Sick Leave** will be converted to a lump sum account which shall be payable to the Benefit Trust per paragraph G, above. The following preconditions shall apply:
1. **Vesting.** Retirees must have credited fifteen (15) years of actual paid teaching in the District exclusive of unpaid leave.
  2. **Notification.** Retirees must submit a letter of retirement to the District not later than four (4) months prior to the effective date of retirement (eg. March 1 for July 1 retirement). The District and the Association may waive this time notification in appropriate cases. This requirement will be waived in cases of verifiable serious illness or disability of the retiree or spouse.
  3. **Amounts** contributed will be as follows:
    - a. **Calculation.** The number of accumulated days multiplied by per diem rate to a maximum of \$6,000 shall be the total value of the benefit for
    - b. **180 Days.** Any teacher with at least 180 days of accumulated sick time at the time of retirement shall receive and additional \$1,000.
    - c. **Retirement.** All days accumulated in eight service years prior to retirement shall be converted as follows:

1 - 30 days	- \$45 each	\$1350	maximum plus
31 - 60 days	- \$60 each	\$1800	maximum plus
61 - 90 days	- \$75 each	\$2250	maximum plus
91 - 120 days	- \$90 each	\$2700	maximum plus
			Maximum this section = \$ 8,100
			Max. Total Turn-in = \$15,100

4. Availability. This account shall be available to the retiree until the total amount converted pursuant to paragraph c, of this section is exhausted. The spouse and dependents of a "covered retiree" who dies shall be eligible to receive paid health insurance for a period of six months or until the fund is depleted, whichever occurs first.
  5. Deferment. This benefit is available only to those who go directly into retirement. Vesting and not collecting retirement income immediately disqualifies one for the benefit. However, a retired teacher may elect to have this benefit deferred until such time that the retiree chooses to initiate the benefit.
- J. Excessed Teacher Eligibility. Teachers excessed as a result of reduction in force shall be eligible to buy into and continue in the Benefit Trust group health insurance at the expense of the excessed teachers for a maximum period of eighteen (18) months; provided, however, that the district shall pay fifty (50%) percent of the cost for the first year only.
- K. District Duties. It shall be the responsibility of the District to:
1. Information. Provide the Benefit Trust, in a timely manner, the names, addresses and phone numbers of all new employees who qualify for benefits under A above.
  2. Notification. Notify the Benefit Trust of any C.O.B.R.A. qualifying events, of which it has knowledge, which may impact on insurance coverage.
  3. Distribute Enrollment forms to new employees as well as those returning from unpaid leave.
  4. Forward Payroll information in alpha (not numeric) order, if possible.
  5. Retiree Payments. Make a separate payment, to the Benefit Trust, for "funded" retirees.
  6. Notification. Notify the Benefit Trust, in a timely manner, when employees are entitled to insurance (as outlined in Section E above), begin unpaid leave, retire or are excessed.
  7. Disclaimer. No action by the District pursuant to this section shall constitute the operation or maintenance of a group health plan by the District so as to make it subject to the provisions of COBRA (42 USC 300bb-1, et seq).



L. 125 Plan. The parties agree to establish a Section 125 Plan. All administrative costs shall be borne by the West Seneca Teachers Association, Inc. Benefit Trust Fund. Any FICA savings accruing to the District will be evenly divided between the District and the West Seneca Teachers Association, Inc. Benefit Trust Fund.

# ARTICLE X -- Sick, Personal, Bereavement Leave & Special Purpose Leave

## A. Sick Leave

1. 12 Sick Days. Each member, other than summer school teachers, shall be allowed sick leaves without loss of salary for twelve (12) working days in each year of service on account of personal sickness or physical disability. If a member, other than summer school teachers, does not use the full amount of sick leave allowed in any year of service, the amount not used shall be accumulated from year to year and used, if needed up to a maximum of two hundred (200) working days. Necessary absences due to medical appointments on account of personal sickness or physical disability shall be deducted from sick leave.
2. Family Sick Days. Each member, other than Summer School teachers, shall be allowed to designate five sick days per year as days of immediate family illness. Immediate family shall be defined in Article X, C. 1. Necessary absences due to medical appointments on account of family illness or physical disability shall be deducted from family sick days.
3. Extended Sick. In addition to the foregoing, each member, other than Summer School teachers, shall be allowed non-cumulative additional or extended sick leave when such member has an extended home or hospital confinement of a maximum of five (5) days in the first year of service, twenty (20) days in the second year of service, thirty (30) days in the third year of service, forty five (45) days in the fourth year of service and in any year of service thereafter. However, extended sick leave will not be granted to any member whose regular sick leave is being charged due to a previous extended leave. Extended leave will not be available to regular substitutes or part-time teachers.
  - a. Eligibility. A member must exhaust all annual sick and personal leave before being eligible for extended sick leave.
  - b. Discretion of Superintendent. Any such leave granted under this paragraph, shall at the discretion of the Superintendent, require a physical examination by a school physician designated by the Superintendent at District expense for verification of the confinement, and inability to perform assigned duties. Such additional or extended sick leave shall be granted only where the following conditions exist:
    1. Confined. The member is confined to home or hospital;

2. No remaining Sick Time. The member is on regular sick leave as provided in Paragraph 1 above, and has exhausted, or is about to exhaust his/her accumulated regular sick leave;
  3. Continuous. The absence of the member due to personal sickness or physical disability is continuous and unbroken from the termination of regular sick leave, and the commencement of the additional or extended sick leave;
  4. Limitations. The additional or extended sick leave is limited to one continuous and unbroken absence due to personal sickness or physical disability in each contract year.
  5. Return to Duty. Upon return to duty, no further additional or extended sick leave shall be granted during such contract year,
  6. Repayment. Upon return to duty, the Non-cumulative Additional or Extended Sick Leave days used shall be charged against the teacher's accumulated regular sick leave pursuant to paragraph 1 above, on a day-for-day basis and, if such accumulated regular sick leave is exhausted by that charge or if the teacher has no such accumulated regular sick leave, then the remaining Additional or Extended Sick Leave days shall be charged against the teacher's future regular sick leave days as they are earned by future service usually at five (5) days per year. However, a teacher may re-pay the days at a faster rate. If a teacher retires (e.g. Not due to verifiable serious illness) the extended sick days must be repaid to the district.
- c. Additional Credit. If a member returns to duty after only a part of his / her additional extended sick leave, the balance or unused portion of sick leave will permit an additional credit to regular sick leave for the current year of service in the following amounts as related to the use of additional or extended sick leave.

If 1-10% is used - 4 days  
If 11-50% is used - 3 days  
If 51-100% is used - 2 days

Such additions to regular sick leave shall be for the current year of service only and shall be non-cumulative.

- d. Counted Toward Tenure. Time spent on extended sick leave will not be deemed as a "negative" for non-tenured teachers. However, it will not count as service toward tenure for them.
4. Additional Days. If a member, other than a member in the first year of service in the District, exhausts his / her accumulated regular sick leave as provided in Subparagraph 1 above, as the result of a prolonged illness and returns to duty without using any additional or extended sick leave as provided in Subparagraph 3 above, the failure to use any portion of such leave will permit an additional credit of four (4) days to regular sick leave for the current year of service, and shall be non-cumulative. "Prolonged Illness" for the purpose of this subparagraph shall be deemed to mean a confinement to home or hospital for three (3) or more days.
5. Sick Leave. Each member assigned as a summer school teacher shall be allowed sick leave without loss of salary for one (1) working day each summer school session on account of personal sickness or physical disability. Such sick leave shall be for the current summer school session only and shall be non-cumulative.
6. Travel. If a member finds it necessary to travel away from his / her home or place of confinement while on sick leave, he shall be examined by a school physician prior to the anticipated travel in order to continue to be entitled to sick leave without loss of salary. If the school physician confirms the necessity of travel for specific medical reasons, sick leave without loss of salary shall be continued as provided above. If the school physician fails to confirm the necessity of travel for specific medical reasons, no salary will be paid to the member from the date travel commences until the date of return to the performance of his/her assigned duties.
7. Return of Sick Days. The member will be paid in the event of any injury suffered on school premises or in line of duty covered by Worker's Compensation, his / her regular pay and benefit to the extent of his / her unused sick leave. Upon return of the member to employment and the termination of payment to Worker's Compensation benefits, the unused sick leave at the time of injury shall be reinstated

The District will be entitled to be reimbursed from the compensation award to an amount not to exceed the monies paid for sick leave salary.

**B. Personal Leave.**

1. Allowance. In addition to other types of leave provided for in this contract each member, other than summer school

teachers, shall be allowed three (3) days of personal leave with pay in each school year. A written request for such personal leave shall be submitted to the building principal on the proper form for approval. In case of emergency, such request and approval of request may be oral, but the approval shall be confirmed on the proper form upon return to work.

2. Prohibitions. Personal leave is not to be used for:
  - a. recreation or vacation, or
  - b. work at another job or in an activity intended to benefit the teacher financially.
3. Accrual. Any unused personal leave day shall be credited to the member's accumulated sick leave at the end of each year.
4. Teacher Choice. Two of the three personal days will be granted based solely on the need as determined by the teacher. These two "without reason" days may not be taken in succession. The District shall reserve the right to limit the number of teachers absent under this clause to five per cent (5%) of the membership of the bargaining unit. Requests will be honored in the order in which they are received commencing with the first teacher attendance day.

**C. Bereavement Leave**

1. Bereavement. In addition to other types of leave provided for in this contract, each member, other than summer school teachers, shall be granted leave with pay for a maximum of five (5) working days falling within the seven (7) calendar days following the date of death of a member of the immediate family. "Immediate family," for the purpose of this section, shall include the member's spouse, child, grandchild, parent, parent-in-law, brother, sister, daughter-in-law, son-in-law, or any other relative permanently residing in the same household as the member.
2. Funeral. Each member, other than summer school teachers, shall be granted leave with pay for one day for attendance at the funeral service of any of the following relatives: grandparent, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

**D. Special Purpose Leave**

1. Terms. A one (1) year (Sept 1 - June 30) nonrenewable leave may be granted by the Superintendent upon a written request for such leave which must state a reason. Granting the leave shall be in a non-discriminating manner and shall not be arbitrarily denied.
2. Timing. The request must be submitted not less than sixty (60) days (excluding July and August) prior to the beginning date of the leave.
3. Pay. No compensation or benefits will be made available while the member is on leave.

4. Restrictions. The leave cannot be used to extend other leaves of absence the member may be currently exercising.
5. Additional Restrictions. The number of leaves granted under this provision shall not exceed one and one half per cent (1.5%) of the bargaining unit membership.

## ARTICLE XI -- Family and Medical Leave

A member shall be entitled to an unpaid family or medical leave; as follows:

- A. **Beginning of FMLA.** Such leave shall begin when the member exhausts or is not eligible for paid leave as provided under Article X. It shall be used for personal illness, family illness (spouse, parent, or a person permanently residing in the member's household), or to care for the member's child / children.
- B. **Requesting Leave.** The member shall request the leave as soon as he/she determines the leave shall be necessary, but (except in the case of verifiable, unanticipated circumstances) not less than sixty (60) days before the commencement of the leave.
- C. **Terms.** The request for leave shall include a beginning and ending date with the maximum length of such leave being two (2) calendar years.
- D. **Members on Leave.**
  1. **Return.** A member on leave may return before the end of his/her unpaid leave by providing thirty (30) days notice. This provision may be reduced in the case of verifiable, unanticipated circumstances.
  2. **Same Assignment.** A member who returns to work within three (3) months after taking leave shall be returned to the same assignment left at the commencement of the leave.
  3. **Extensions.** A member may extend an original leave by providing (30) days notice. In such an instance the length of the entire (original plus extended) leave may not exceed two (2) years and the member's return date must coincide with the beginning of a semester.
- E. **Seniority / Tenure / Salary Advance.** As with all unpaid leaves, time spent on family or medical leave shall not count toward seniority, tenure, or for salary increment purposes. (Note: In order to receive a salary increment, the member must render ninety three (93) days of paid service during the school year.)
- F. **Rights.** Nothing in this Article shall deprive the member of any rights provided under the Family Leave and Medical Act, provided, however, that any benefits provided by the Act shall run concurrently with any benefits provided by this Article or other parts of this Agreement.

## ARTICLE XII -- Sabbatical Leave

- A. **Rights**. Sabbatical leave shall be granted to tenured members.
- B. **Eligibility**. To be eligible for sabbatical leave, a member must meet the following qualifications:
1. **Certification**. Permanent certification with at least a bachelor's degree.
  2. **Service Credit**. Completed a minimum of seven (7) consecutive years of satisfactory service in the school district.
  3. **Tenure**. Tenure in an instructional area or the current assignment as of the date of commencement of leave.
  4. **Purpose**. Purpose of leave to be advanced study towards completion of a Master's program, Doctoral program, Post Doctoral program, or a format course of study sponsored by a university, by the State Education's University, by the State Education Department, by the United State Office of Education, or by a private foundation.
- C. **Process**. A member shall apply for such leave as follows:
1. **Application**. In writing to the Board through the Building Principal and / or the Superintendent.
  2. **Timing** The request is to be submitted at least six (6) months prior to the beginning date of the leave.
  3. **Admission Requirement**. Admission to a graduate study program must be submitted before final approval of the application is given.
- D. **Administration**. The following operational aspects of the administration of each leave shall apply:
1. **Limitations**. A maximum of one and one half (1 1/2%) per cent of those eligible or four (4) members, or whatever is greater, may be granted leave in any one (1) year.
  2. **Criteria**. Selection shall be based on those applications which show the greatest benefit to the individual and to the school system.
  3. **Notification**. Within sixty (60) days after an application is submitted the applicant must be notified of its approval or disapproval. If the application is not approved, the applicant shall be notified in writing as to the reason for disapproval;
  4. **Return to Work**. The applicant must agree to return to the West Seneca School System for at least two (2) years upon termination of leave. Monies paid while on leave shall be deemed to be a loan and must be repaid if the above condition is not met. Repayments will be determined as follows: failures to return for a second year, one-half (1/2) leave pay to be repaid.



5. Duration / Pay. Sabbatical leave will be granted for one (1) full school year at half pay. Pay periods will correspond with regular payroll periods.

6. Experience Credit. Members on leave will be granted experience credit on the salary scale when they return.

E. Screening. A screening and selection committee to review all applications will be constituted as follows:

1. Committee. Applications will be screened and written recommendations made to the Board by a committee made up of two (2) Board members, the Superintendent and three (3) representatives to be selected by the Association.

2. Service. Committee members will serve for one (1) year, but may be re-appointed yearly.

F. Moratorium. There shall be no sabbatical leaves granted under this agreement.



- E. **Installments.** Deductions referred to in Section A shall be made in the following manner: the total annual membership dues for those designated professional associations as mentioned above shall be deducted in twenty (20) equal installments beginning with the first pay period in October.
- F. **List From WSTA.** No later than three (3) weeks prior to the end of the first scheduled pay period in October, the Association shall provide the Board with a list and the original signed dues deduction cards of those members who have not previously authorized the Board to deduct for the Association named in Section A.
- G. **Authorization.** Additional authorization submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions made for the balance of the scheduled deductions period in equal amount to one twentieth (1/20) of the annual dues for each remaining period
- H. **Verification.** The Board of Education shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to each association for which the deductions have been made. The final transmittal shall be accompanied by a list of the members for whom the deductions have been made, and the amount deducted for each. If deductions have been made for only a portion of the deduction period, the list should show the date of commencement of such deductions.
- I. **Withdrawal.** A member may withdraw his / her authorization at any time by written notice to the Board of Education at least two (2) weeks prior to the effective pay period.
- J. **Agency Fee.** On and after July 1, 1977, the School District shall deduct an Agency Shop fee from the compensation of employees who are not members of the Association, but are members of the teachers' bargaining unit in an amount equal to the amount of dues payable by a member for the purposes of collective negotiations in accordance with the provisions of Civil Service Law Section 108 as amended. All information to be submitted by the Association.
- K. **NYSUT Benefit Trust (N.B.T.)**
1. **Deductions.** The District will deduct N.B.T. contributions, in the amount designated by the employee, from the salaries of employees who voluntarily execute a N.B.T. deduction form.
  2. **Transmission of Money.** The monies deducted under Section 1 above shall be transmitted by the District to N.B.T. on the pay date that the deduction is made.
  3. **Transmission of List.** The District will transmit to N.B.T. and to the Association a list of the employees for whom deductions were made and the amount of each employee's deduction.
  4. **Address Notice.** The Association will inform the District of the address of NYSUT Benefit Trust.

5. Payroll Deduct. Deductions shall be made from twenty (20) consecutive paychecks between September and June, after the deduction form is filed with the payroll clerk.
6. New Deductions. Deductions based on newly submitted deduction forms will begin after the deduction form is filed with the payroll clerk.

## ARTICLE XIV -- Seniority

In the event of abolition of position, teachers with greatest seniority in the tenure area of the position to be abolished shall be retained.

## ARTICLE XV -- School Calendar

- A. Release Time. If the one hundred eighty (180) day attendance requirement for state aid purposes has been met, elementary school pupils (Grades K-6) shall be dismissed at 12:00 noon. for the early shift and 12:30 P.M. for late shift on the three (3) days preceding the last two (2) work days for teachers. The available time on these days shall be devoted to teacher work time. Planning time will be restricted to twenty minutes in the A.M. session.
- B. Release Time Mid Year. During the twentieth (20th) week of the school year, elementary school students will be dismissed on one (1) day at 12:00 noon. for the early shift and 12:30 P.M. for the late shift The available time on these days shall be devoted to teacher work time.
- C. Release Time for IEP's. Special Education teachers responsible for writing IEP's shall have one full day of release time for all special education teachers involved in IEP writing
- D. 187 Day Work Year. The work year for teachers shall not exceed one hundred eighty seven (187) days between September 1 and June 30, except that, in addition, the work year for non-tenured teachers shall also include, in the first year of probation, five (5) days between the last teacher workday in June and the first teacher workday in September, in the remainder of probation: three (3) days between the last teacher workday in June and the first teacher workday in September. Probationary teachers shall be paid ten dollars sixty five cents (\$10.65) per hour for each hour of attendance on such additional days in 1996, eleven dollars and two cents (\$11.02) per hour in 1997, and eleven dollars and forty one cents (\$11.41) per hour in 1998.
- E. Calendar. The approved District Calendar for the school years 1996-97, 1997-98 and 1998-99 will be part of this Agreement.
- F. Additional Days. If because of weather or other school closings, the number of school days remaining in the calendar plus the school days already worked is less than one hundred eight (180), the District may schedule additional school days which will be worked by the teachers without additional compensation.

## ARTICLE XVI -- Teaching Assistants, Physical Therapists, Occupational Therapists Certified Occupational Therapist Assistants and Certified Physical Therapist Assistants and Part-time Teachers

A. Teaching Assistants. All terms and conditions of this agreement will apply with the following modifications:

1. Graduate Credit. Teaching Assistants are not eligible for salary credit for graduate study, the \$2000 service increment, or sabbatical leave.
2. Evaluations. There will be three (3) formal evaluations in the first year of employment and two (2) in each subsequent year of employment.
3. Accumulated Sick Leave cannot be converted to Medical Benefits at retirement.
4. Sick and Personal Leave can be accumulated to a maximum of one hundred fifty (150) days.
5. Seniority.
  - a. Teaching Assistant Seniority shall apply in a case of abolition of position. Teaching assistants with the greatest seniority shall be retained. Seniority shall accrue from the date of appointment as per the official minutes of the West Seneca Central School Board of Education.
  - b. Excessed Assistants. Consideration shall be given to the employment of excessed teaching assistants as itinerant substitute teachers, provided the teaching assistant meets Education Law requirements for itinerant substitute teachers.
  - c. Consideration as Subs. Teaching assistants shall be given consideration for itinerant substitute positions on days during the school year when the teaching assistant program is not in operation.
  - d. Inform WSTA. On or about September 15th of a school year the District shall inform the Association of the anticipated number of teaching assistant work days in the school year.
6. Supervision Pay. A supervision rate of \$9 per hour will be paid for attendance at more than one open house.
7. Holidays. There will be eleven (11) paid holidays during the Agreement. These days will be determined by the District.
8. Salary. Salary attached as Schedule F.

**B. Physical Therapists (PT) and Occupational Therapists (OT)** All terms and conditions of this agreement will apply with the following modifications:

1. Workday - eight (8) hours
2. Exclusions. Physical Therapists and Occupational Therapists are not eligible for salary credit for graduate study, the \$2000 service increment or sabbatical leave.
3. Accumulated Sick Leave may not be converted to Medical Benefits at retirement
4. Salary attached as Schedule G.

**C. Certified Occupational Therapist Assistants And Certified Physical Therapists**

All terms and conditions of this agreement will apply with the following modifications:

1. Workday - eight (8) hours.
2. Overtime. - COTAs are to be paid time and one-half of their regular rate after forty (40) hours work per week.
3. Exclusions. Certified Occupational Therapist Assistants are not eligible for salary credit for graduate study, the \$2,000. service increment, or sabbatical leave.
4. Accumulated Sick Leave may not be converted to Medical Benefits at retirement.
5. Holidays. The District shall provide eleven (11) paid holidays in each year of the Agreement These days will be determined by the District.
6. Salary is shown in Schedule H.

**D. Part-time Teachers Benefits.**

1. Part-time employees of .5 or greater shall be entitled to full health and dental insurance under the WSTA Benefit Trust Fund (Article VIII a).
2. Part-time employees shall be entitled to prorated sick leave, personal leave, and bereavement leave equal to their employment.

**Examples:** A 0.4FTE everyday teacher is entitled to twelve (12) 0.4 sick days (12).4 sick days. A teacher who works two days per week and therefore is considered as 0.4 FTE shall be entitled to 4.8 full sick days' per year.

## ARTICLE XVII -- Miscellaneous Provisions

- A. Printing Costs. Copies of this Agreement shall be printed and reduced to pocket size with cost shared equally by the parties, and distributed to all teachers now employed, or hereinafter employed by the School District.
- B. Modification. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing executed by both parties, and any departure from any provisions of this contract by either party, or by their officers, agents or representatives, or by members of the Teachers Negotiating Unit, shall not be construed to constitute a continuing waiver of the right to enforce such provisions.
- C. Contrary to Law. If any provisions of this Agreement is or shall be at any time contrary to law, such provision shall not be applicable, performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall be at any time be contrary to law, all other provisions of this contract shall continue in effect.
- D. Supersede. This Agreement shall supersede all previous or other agreements now or heretofore in effect.
- E. Teacher Center. The District shall contribute to the West Seneca Teachers Center \$20,000 in 1996-97, \$60,000 1997-98, and \$60,000. in 1998-99.
1. Apportionment '97-98. The 1997-98 the \$60,000 shall be apportioned \$20,000 to operating expense and \$40,000 will be used to up-grade the Teachers' Center computer lab consistent with the memo from Ken Rayner dated 12/19/96.
  2. Apportionment '98-99. In 1998-99 the district's funding level shall be of \$60,000. The contribution shall be used as follows:
    - a. Up to \$40,000 will be spent on training programs, materials, and/or equipment related to training. Up to \$20,000 shall be spent for operating expenses.
  3. Disclosure. A full accounting of the District's allocation is to be provided to the District treasurer by June 30 of each year.
- F. Modifications. Any of the provisions of Articles V, VI, and / or XIV of this Agreement may be modified with respect to teacher working conditions for any particular building if a Joint Committee consisting of three (3) persons appointed by the Association President and three (3) persons appointed by the Superintendent so recommends by consensus in writing delivered to the Association President and the Superintendent and they both agree to the modification. Request that such a committee be formed for a particular building may be initiated by either the building principal or the Association Building Chairperson. If such a request is made, the Superintendent and the Association President will make their appointments within twenty (20) consecutive calendar days of

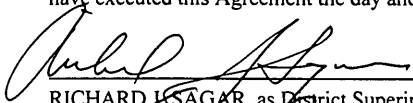


receiving the request. Such modification shall take effect on the date agreed to by the Association President and the Superintendent and shall continue in effect until modified or abolished by the same method of committee consensus and approval of the Association President and Superintendent.

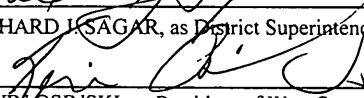
## Article XVIII -- Duration of Agreement

This Agreement shall be effective as of July 1, 1996 and shall continue in effect through June 30, 1999.

IN WITNESS WHEREOF, the parties and their respective representatives have executed this Agreement the day and year first written above.



\_\_\_\_\_  
RICHARD J. SAGAR, as District Superintendent of West Seneca Central,



\_\_\_\_\_  
KEVIN OSINSKI, as President of West Seneca Teacher Association, Inc.

ATTEST:

\_\_\_\_\_  
School District Clerk

**SCHEDULE A Bachelors Degree**

Step	1996-97	1997-98	1998-99
1	30,600	31,365	32,149
2	31,159	31,938	32,736
3	31,666	32,458	33,269
4	32,195	33,000	33,825
5	33,188	34,018	34,868
6	34,301	35,159	36,038
7	35,338	36,221	37,127
8	36,452	37,363	38,297
9	37,598	38,538	39,501
10	38,839	39,810	40,805
11	41,071	42,098	43,150
12	43,277	44,359	45,468
13	46,033	47,184	48,364
14	50,389	51,649	52,940
15	55,685	57,077	58,504

**MASTERS SCHEDULES**

Step	1996-97	1997-98	1998-99
1	33,558	34,397	35,257
2	34,787	35,657	36,548
3	35,448	36,334	37,242
4	36,110	37,013	37,938
5	36,992	37,917	38,865
6	37,509	38,447	39,408
7	38,645	39,611	40,601
8	40,079	41,081	42,108
9	41,237	42,268	43,325
10	42,477	43,539	44,627
11	44,682	45,799	46,944
12	46,915	48,088	49,290
13	49,671	50,913	52,186
14	54,633	55,999	57,399
15	63,154	64,733	66,351

In accordance with Article III Section F, members of the BA Schedule may earn graduate credit to a maximum of sixty (60) hours beyond the BA Degree and those individuals on the MA Schedule may earn hours to a maximum of thirty (30) hours beyond the MA Degree. Bargaining Unit members who have obtained a Doctorate Degree will be paid for sixty (60) hours beyond the MA Degree (see also Article III.G).

**SCHEDULE B -- SUMMER SCHOOL SALARY**

According to the number of assigned periods:

	1996-97	1997-98	1998-99
<b>1</b>	<b>1,516</b>	<b>1,569</b>	<b>1,624</b>
<b>2</b>	<b>3,029</b>	<b>3,135</b>	<b>3,245</b>
<b>3</b>	<b>4,544</b>	<b>4,703</b>	<b>4,868</b>

Salaries for summer school teaching will be paid on the basis of the number assigned teaching periods.

The following schedule of salaries is for service including the thirty (30) days of instruction and the four additional days which have been determined to be:

- (a) One (1) day - pre instruction conference
- (b) Two (2) day - regents and local exams
- (c) One (1) day - post instruction conference

1. Regular School Teachers. The District agrees to employ teachers who hold professional certificated positions in the regular school, hereby referred to as regular members, as Summer School teachers.
2. Non-Bargaining Unit Members. The District may employ non-bargaining unit members as teachers in Summer School only when no qualified member from the unit has applied. These will be one-time appointments which will be posted each year as positions available for regular members.
3. Agency Fee. The District will deduct an Agency Fee from teachers employed in Summer School who are not members of the bargaining unit represented by the Association.
4. Amount. The fee will be 3% of the negotiated stipend to a maximum annual amount of \$60.00.
5. Exclusions. Paragraphs "1" through "4" above apply only to academic, not special education, positions.
6. Driver Ed. LOA. During a five year period a member of the Summer School Driver Education Faculty may take a one summer leave of absence and not lose any previously accrued seniority provided he is not employed during said leave as a Driver Education Instructor for any other school district or private employer.

## SCHEDULE C -- EXTRACURRICULAR ASSIGNMENTS

**Middle School                      1996-97      1997-98      1998-99**

AV.	725	750	776
Musical Productions	725	750	776
National Honor Society	725	750	776
Newspaper	725	750	776
Student Council	725	750	776
Yearbook	725	750	776
Yorkers	725	750	776
Escapades	725	750	776
Cadet Marching Band Advisor	435	450	466
Percussion Advisor	435	450	466

### High School

Art Club	677	701	726
Bookstore	1,740	1,801	1,864
Chess Club	580	600	621
Color Guard	580	600	621
Dance Band	870	900	932
DECA	1,160	1,201	1,243
Discussion Club	913	945	978
Drama Club	870	900	932
Foreign Exchange Program	580	600	621
French Club	580	600	621
Freshman Class Advisor	580	600	621
Future Business Leaders	580	600	621
GAA	870	900	932
German Club	580	600	621
Home & Careers Club	677	701	726
Junior Class Advisor	870	900	932
Junior Red Cross	677	701	726
Key Club	870	900	932
Latin Club	580	600	621
Literary Magazine	580	600	621

High School (con't)	1996-97	1997-98	1998-99
Masterminds	580	945	978
Marching Band	1,740	1,801	1,864
Marching Band Assist.	870	900	932
Math Club	580	600	621
Mock Trial	580	600	621
Musical Production Assist.	1,450	1,501	1,554
Musical Production	2,320	2,401	2,485
National Honor Society	1,740	1,801	1,864
Percussion Advisor	580	600	621
Photography Club	580	600	621
Radio Club	870	900	932
SADD Advisor	580	600	621
Science Advisor	580	600	621
Science Club	580	600	621
Senior Class Advisor	1,160	1,201	1,243
Senior Play	1,160	1,201	1,243
Sophomore Class Advisor	725	750	776
Spanish Club	580	600	621
Student Council	2,030	2,101	2,175
Student Newspaper	2,030	2,101	2,175
Tech Ed Club	580	600	621
Varsity Club	870	900	932
Yearbook	2,900	3,002	3,107

Supervision of Activities:

1996 - 1997 - \$14.70/hr. (1/2 hr. basis) \$29.40/2 hrs. or less

1997 - 1998 - \$15.22/hr. (1/2 hr. basis) \$30.43/2 hrs. or less

1998 - 1999 - \$15.75/hr. (1/2 hr. basis) \$31.50/2 hrs. or less

After School Supervision (per semester):

1996-97: \$1,377

1997-98: \$1,425

1998-99: \$1,475

SCHEDULE D -- COACHES & INTRAMURALS

Level	Step 1	1996-97	1997-98	1998-99
	1	3,737	3,868	4,003
	1.1	2,874	2,975	3,079
	2.0	2,586	2,677	2,771
	2.1	2,012	2,082	2,155
	3	1,868	1,933	2,001
	<u>Step 2</u>			
	1	4,024	4,165	4,311
	1.1	3,162	3,273	3,388
	2.0	2,730	2,826	2,925
	2.1	2,156	2,231	2,309
	3	2,012	2,082	2,155
	<u>Step 3</u>			
	1	4,311	4,462	4,618
	1.1	3,449	3,570	3,695
	2.0	2,874	2,975	3,079
	2.1	2,299	2,379	2,462
	3	2,156	2,231	2,309

Extra Competition

	1996-97	1997-98	1998-99
1-3 days	107	111	115
4-9 days	213	220	228
10-15 days	426	441	456
more than 15	640	662	686

More than One Sport

1996-97	1997-98	1998-99
267	276	286

**Level 1** Varsity Cheerleading, Varsity Football, Varsity Basketball, Varsity Swimming, Varsity Hockey, Varsity Wrestling

**Level 1.1** Varsity Track, Asst. and Modified Football, Varsity Soccer

**Level 2** Varsity Baseball, Gymnastics, J.V. and Modified Basketball; Varsity Volleyball, Asst. and Modified Swimming, Asst. and Modified Wrestling, Cross Country, Tennis, Varsity Field Hockey, Varsity Softball, Varsity Girl's Swimming, Asst. Cheerleading, Faculty Manager.

**Level 2.1** J.V. and Modified Soccer, Asst. and Modified Track

**Level 3** Golf, J.V. and Modified Baseball, Bowling, J.V. Softball, J.V. Volleyball, Modified Volleyball, Modified Softball, Strength Coach, J.V. Girl's Swimming, Modified Cross Country, J.V. Field Hockey

1. Notification of Appointment. If possible, coaches will be notified of their appointment to a position at least six (6) weeks prior to the first legal day of practice for that sport.
2. More Than One Sport. When a coach from inside the District is coaching more than one sport, he/she shall be paid an additional stipend of \$267 effective July 1, 1996, \$276 effective July 1, 1997, and \$286 effective July 1, 1998.
3. Extended Play. When a team qualifies for competition beyond the end of its automatic qualifying season, the coach and the assistants for that team shall be paid an additional sum as follows:

Extra Days	1996-97	1997-98	1998-99
1 to 3	\$107	\$111	\$115
4 to 9	\$213	\$220	\$228
10 to 15	\$426	\$441	\$486
more than 15	\$640	\$662	\$686

Days for the above include days of team contact (i.e., practices, contests, team travel days).

4. Coach Moves. When an assistant, junior varsity, or modified coach who has been paid for at least one (1) full season as a Step 3 coach moves to the varsity level in the same or similar sport, he/she shall be placed on Step 2.
5. Hire Members. The District agrees to employ members of the bargaining unit represented by the Association as interscholastic athletic coaches except as noted below.
  - a. The District may employ individuals not in the bargaining unit represented by the Association as interscholastic athletic coaches if the following conditions prevail:
    1. No Member Applicants. No individual from the unit applies for a specific position that has been posted, or
    2. Qualifications. An applicant from within the unit does not meet the required qualifications for the specific position. Qualifications include:
      - a. Proper certification for the position.



- b. Satisfactory experience as a coach and/or participant beyond the high school level in the particular sport for which a coaching application has been made.
  - c. A recommendation for appointment from the Director of Physical Education.
- b. Equal Qualifications. When qualifications are determined to be equal, the District shall appoint the candidate from within the bargaining unit.
- c. Notice. The District will inform the Association when positions are not being filled by members of the bargaining unit.
- d. Agency Fee. The District will deduct an agency fee from those appointed interscholastic athletic team coaches who are not members of the bargaining unit represented by the Association. The fee will be three per cent (3%) of the negotiated stipend with a maximum dollar amount of \$60.00.
6. Procedures for Applying for Coaching Positions
- a. Posting. Notice of available positions will be posted in all attendance units in the District.
  - b. Send To. Applications are to be sent to the Director of Staff Personnel.
  - c. Availability. Candidates are to indicate if they are able to meet time schedules for practice periods and scheduled contests.

**Intramurals:**      1996-97: \$17.30 hr.  
                              1997-98: \$17.91 hr.  
                              1998-99: \$18.54 hr.

**SCHEDULE E -- Psychologists**

Step	1996-97	1997-98	1998-99
1	39,372	40,356	41,365
2	41,178	42,207	43,262
3	42,918	43,991	45,091
4	44,656	45,772	46,916
5	46,395	47,555	48,744
6	48,134	49,337	50,570
7	49,872	51,119	52,397
8	53,353	54,687	56,054
9	64,163	65,767	67,411

**SCHEDULE F -- TEACHING ASSISTANTS**

	1996-97	1997-98	1998-99
Entry Level	96	98	100
1	103	106	109
2	103	106	109
3	107	110	113
4	107	110	113
5	118	121	124

**SCHEDULE G -- Physical and Occupational Therapists**

	<b>1996-97</b>	<b>1997-98</b>	<b>1998-99</b>
1	<b>27,589</b>	<b>28,279</b>	<b>28,986</b>
2	<b>28,616</b>	<b>29,331</b>	<b>30,064</b>
3	<b>29,682</b>	<b>30,424</b>	<b>31,185</b>
4	<b>30,788</b>	<b>31,558</b>	<b>32,347</b>
5	<b>31,934</b>	<b>32,732</b>	<b>33,550</b>
6	<b>33,123</b>	<b>33,951</b>	<b>34,800</b>
7	<b>34,357</b>	<b>35,216</b>	<b>36,096</b>
8	<b>35,637</b>	<b>36,528</b>	<b>37,441</b>
9	<b>36,964</b>	<b>37,888</b>	<b>38,835</b>
10	<b>38,341</b>	<b>39,300</b>	<b>40,283</b>
11	<b>39,769</b>	<b>40,763</b>	<b>41,782</b>
12	<b>41,250</b>	<b>42,281</b>	<b>43,338</b>
13	<b>42,786</b>	<b>43,856</b>	<b>44,952</b>
14	<b>44,380</b>	<b>45,490</b>	<b>46,627</b>
15	<b>46,033</b>	<b>47,184</b>	<b>48,364</b>

**SCHEDULE H -- CERTIFIED OCCUPATIONAL THERAPIST ASSISTANTS and CERTIFIED PHYSICAL THERAPIST ASSISTANTS**

<b>Step</b>	<b>1996-97</b>	<b>1997-98</b>	<b>1998-99</b>
1	<b>10.55</b>	<b>10.81</b>	<b>11.08</b>
2	<b>11.03</b>	<b>11.31</b>	<b>11.59</b>
3	<b>11.55</b>	<b>11.84</b>	<b>12.14</b>
4	<b>12.08</b>	<b>12.38</b>	<b>12.69</b>
5	<b>12.63</b>	<b>12.95</b>	<b>13.27</b>
6	<b>13.22</b>	<b>13.55</b>	<b>13.89</b>
7	<b>13.81</b>	<b>14.16</b>	<b>14.51</b>
8	<b>14.44</b>	<b>14.80</b>	<b>15.17</b>
9	<b>15.85</b>	<b>16.25</b>	<b>16.66</b>

MEMORANDA OF UNDERSTANDING  
MODIFLCATION TO THE WEST SENIOR SCHEDULE

- A. Continuation. The parties agree to continue the attached schedule for West Senior High School.
- B. Delayed Dismissal. The District will make every effort to alter and/or add bus routes to insure the change of dismissal at West Senior will not delay student dismissal at West Middle or the elementary schools.
- C. Monitoring. The parties shall monitor the bus, routes to guarantee compliance with the above.
- D. Duty Free Time. The "duty free" time for the average teacher at West Senior will not decrease. (see attached)
- E. Article V Working Conditions:
1. Art. V C. - Secondary academic teachers with more than two (2) daily preparations will not be assigned five (5) minute home room duty.
  2. Art. V D. - Secondary special teachers with more than two (2) preparations may be assigned a five (5) minute home room. However, they will receive twenty (20) minutes relief later during the day. This will keep their duty free time equal to other secondary special teachers.

This Memorandum is entered into by the West Seneca Central School District and the West Seneca Teachers Association simultaneously with the signing of the 1996-99 Agreement between the same parties on the date shown below:

MEMORANDUM OF AGREEMENT -- CONSULTANT TEACHER

It is the intent of this Memorandum to:

Facilitate the implementation of the Consultant Teacher Program through a cooperative effort by the Association and the District and, Promote fair and equitable working conditions for teachers participating in the program.

- A. An Oversight Committee (OC) of two (2) administrators appointed by the Superintendent and two (2) teachers appointed by the WSTA shall monitor the implementation of the Consulting Teacher Program ("program"). The OC shall be responsible for
1. recommending to the Superintendent or his / her designee how the program shall be implemented within SED regulations and Board of Education policy;

2. identifying staff concerns and attempting to resolve these issues. Solutions may include but are not to be limited to: inservice training and providing adequate time for planning and conferences; and,
3. resolving questions/problems of a non-contractual nature which emanate from the program, its implementation, and this memorandum.

All decisions will be reached by consensus.

B. General education teacher volunteers will be solicited for involvement in this program. Volunteer teachers will normally be assigned target students before such students are assigned to teachers who did not volunteer to participate. procedure shall be subject to review by the OC.

1. Teachers who are required to participate in Summer I.E.P. review shall be paid the hourly rate paid summer school teachers.

2. Meeting Time:

- a. The district shall make a reasonable effort to provide participating teachers with time for meeting and consulting as part of their regular al,, assigned duties.

- b. Participating teachers shall not be required to use individual planning or scheduled lunch periods for consultations or meetings pertaining to their assigned program duties.

- c. With regard to those periods at the beginning, and/or end of teacher workday when students are not attendance, participating teachers at the secondary level shall not be required to devote more than one hundred twenty (120) minutes per month to meetings or consultations pertaining to their assigned program dudes.

This section "2." shall apply to secondary teachers only. If and when the program is extended to the elementary level, the parties shall negotiate terms and conditions before the program is inaplemente(L

C. Under usual circumstances, the maximum number of students receiving consultant teacher services shall not be more than five (5) per class. However, this guideline may be exceeded in the event that additional students are assigned to the program after September 15th.

D. Decisions affecting the type and nature of services provided to targeted students will be made jointly by the consulting teacher and general education teacher. In situations where an agreement cannot be reached, either or both teachers may ask the OC to review the matter and a recommendation to the Superintendent / designee.

E. To the extent feasible, consultant teachers will have a designated work area within each building which allows privacy in conducting business related to this program.

F. This memorandum shall be subject to annual review and renewal by the OC and representatives for the Association and the District.

## MEMORANDUM OF AGREEMENT -- SPECIAL EDUCATION

Whereas:

1. The WSTA has presented a demand to bargain the impact of the elementary inclusion of special education students into regular classes:
2. The WSTA and the district agree to receive and review the report of the elementary Committee on Inclusion;
3. This report was received on December 16, 1994 and subsequently reviewed by the parties; and
4. The parties have agreed to the general thrust or direction of the report but not all of the recommendations or details contained therein;

Now, and therefore, be it resolved,

1. Staff development opportunities pertaining to the inclusionary-type programs will be expanded and enhanced;
2. Volunteers will be solicited for participation in inclusionary-type programs including the "blended" model (i.e., a Special education class is blended with a regular class and teachers use a co-teaching approach)
3. Teachers involved in the "blended" model will have two (2) forty (40) minutes common planning periods every two weeks in addition to the two hundred (200) minutes per week specified in the collective bargaining agreement;
4. Teacher involved in other inclusionary-type programs will receive additional common planning time to be determined on the basis of such factors as number of students involved, scope of the program, type of students involved et.; and
5. The recommendations contained in the rapport concerning class size while non-binding is nonetheless supported in concept by the parties.

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# NOTES

# NOTES

# NOTES

**West Seneca Teachers Association, Inc.  
Benefit Trust Fund**

West Seneca Teachers Association, Inc. Benefit-Trust Fund is responsible for providing health benefits for certificated full-time and part-time employees (of at least .5 of a position) of the West Seneca Central School District who are bound by the West Seneca Teachers Association, Inc. bargaining agreement.

**DENTAL BENEFITS**

All members are eligible for dental benefits. The Trust will pay 100% of usual and customary charges for exam, cleaning, x-rays and fluoride. The Plan pays 75% of the usual and customary charges, up to \$750.00 per individual, per calendar year. The usual and customary fees are based on the average fees charged in our area in 1997. Orthodontic procedures are covered up to the age of 21.

**HEALTH INSURANCE**

Annually members will select their primary provider for health insurance during the Fall open enrollment. Preexisting medical conditions cannot cancel a selection during this period. Changes in coverage take effect on January 1st.

The choices are:

- 1) WSTA Benefit Trust/Independent Health
- 2) Community Blue III
- 3) Health Care Plan/ChoiceCare
- 4) Blue Cross/Blue Shield
- 5) Waiver and Election of Optional Benefits (Receive \$300.00 per family member in 125 Plan)

Under Federal Law, an employer (the Trust), must offer HMO options to the membership and contribute an amount equal to the monthly cost of the primary plan, in our case the Independent Health/Benefit Trust Plan, to the health plan selected. The member is required to pay the difference.

**INDEPENDENT HEALTH/  
BENEFIT TRUST PLAN**

Benefits provided include:

- \* \$15 Vision Rider  
By doctor referral through an Ophthalmologist or at Buffalo Optical, Council Opticians or Sterling Optical without a referral.
- \* Prosthetic Devices & Medical Appliances
- \* Age extension to 23 for dependents regardless of status (student/non-student)

**TRUST BENEFITS**

The benefits listed below will be paid directly from the assets of the West Seneca Teachers Association, Inc. Benefit Trust Fund.

**125 PLAN**

All members are eligible to have pre-tax dollars deducted from their paycheck and placed into a Flexible Spending Account (125 Plan). These monies can be used to pay for most medical expenses that are not covered by insurance. The maximum deduction for medical expenses is \$2,500.00. Up to \$5,000.00 can be deducted in a separate dependent care account. Application forms are available during open enrollment, at the Trust Office.

For 1998, an amount of \$250.00 from the Benefit Trust will be deposited into an account for each active member of the Trust. Funds can be used for medical bills of any family member. These monies may not be used for dependent care. This is done automatically. Application forms are not required.

**PRESCRIPTION DRUG COVERAGE**

Those members in Independent Health, Community Blue, and Blue Cross/Blue Shield will have prescriptions provided through P.S.C.N.Y.

Drug purchases to be covered by P.S.C.N.Y.  
Cost - \$4.00 brand name  
0.00 generic drugs

Those members choosing Health Care Plan will continue to have their prescriptions covered thru Health Care Plan.

**TRUST REIMBURSEMENT**

**HOSPITALIZATION:**

Inpatient hospital deductibles of \$500.00 for individuals with Independent Health, Community Blue and Health Care Plan/Choice Care, and the \$250.00 for individuals with Blue Cross/Blue Shield, will be paid in full by the Benefit Trust Fund.

**OUT-PATIENT SURGERY:**

\$60 of the \$75 copayment will be reimbursed by the Benefit Trust for members in Independent Health and Community Blue.

The Health Care Plan Preferred/Choice Care covers out-patient surgery for a \$15 copayment. Under Blue Cross/Blue Shield it will be covered in full if performed by a participating provider.

**WAIVER BENEFITS**

Any employee who waives his/her right to medical coverage with W.S.T.A. Benefit Trust Fund shall be entitled to a waiver benefit.

This benefit shall consist of having \$300.00 placed into a 125 Plan account for the member, their spouse and each dependent (to age 25).

**FILING CLAIMS**

For those benefits provided by the Trust, obtain a claim form from your building representative or W.S.T.A. Benefit Trust office. Submit forms to the Trust office. Do not use inter-school mail.

**MEMBER RESPONSIBILITY**

In order to keep member benefits current and up to date, members are required to notify to Fund office within 30 days of the following:

- 1) Change in family status (birth, marriage, divorce)
- 2) Any other coverage you and/or your dependents may have.
- 3) Change of address.
- 4) Dependent reaching maximum age for coverage or ceasing to be a dependent.

**COORDINATION OF BENEFITS**

The Coordination of Benefits (COB) applies when a family receives health benefits from more than one employer. COB determines which benefit plan will pay for the medical services provided. W.S.T.A. will follow standard COB procedures as outlined by New York State Law. The employee's own health plan is primary for the employee and dependent coverage will be determined by the "birthday rule". The insurance of the parent whose birthday falls first in the calendar year will be primary for all dependents.

**COBRA BENEFITS**

COBRA is a federal provision designed to help individuals maintain health benefits during times of difficulty. Your health coverage under W.S.T.A. Benefit Trust Fund can be extended by self payment for up to:

- 18 months: if you lose your job or become ineligible for benefits because of reduced hours. Or when a dependent reaches maximum age of coverage while the parent is on COBRA benefits.
- 36 months: for the spouse, and/or dependents when the employee dies or divorces, or for a dependent that reaches maximum age for coverage.

If spouse or dependent becomes entitled to any other group coverages they cannot continue in our Plan. All COBRA benefits are paid for by the subscriber, on a direct pay basis, to West Seneca Teachers Association, Inc. Benefit Trust Fund.



## QUESTIONS AND ANSWERS

Q. *Will Independent Health cover emergency situations that occur out of town?*

A. Yes. Independent Health covers emergencies worldwide. If you are traveling your Independent Health coverage will travel with you.

Q. *Are there any member copayments for emergency services?*

A. There is a \$50 member copayment for emergency care anywhere in the world, except in designated emergency rooms where the copayment is only \$25. These designated emergency rooms are Millard Fillmore (Gates Circle and Suburban), Kenmore Mercy, South Buffalo Mercy, Mercy Ambulatory Center, Mount St. Mary's, Sisters of Charity, St. Jerome's, Lakeshore, St. Joseph's, Erie County Medical Center and Childrens Hospital. This copayment is waived if admitted as an inpatient to the hospital.

If you use the emergency room for other than emergency purposes, you will most likely be responsible for the entire bill, not just the \$50 copayment.

Q. *If I am out of town and need a prescription how is it covered?*

A. Have the pharmacist contact P.S.C.N.Y. at 1-800-227-7269. Many major drug chains are in the P.S.C.N.Y. network.

Q. *Is pre-authorization necessary on dental claims?*

A. Pre-authorization is not necessary however, it is highly recommended. By having a claim pre-authorized, the Trust Fund will list allowances next to the dentist fee. The balance, if any, can be reviewed by you prior to having the services completed.

Q. *Why coordinate benefits?*

A. Coordination of Benefits is mandated by N.Y. State law, as well as in 43 other states. By processing claims in the proper order, thousands of dollars can be saved by the Benefit Trust Fund. These monies can be used to provide improved benefits for all.

Q. *My child is 19 and not a student, is he/she covered?*

A. As long as he/she is less than age 23, unmarried, and you can claim him/her as a dependent on your income tax, he/she does not need to be a student to be covered by Independent Health, W.S.T.A. Benefit Trust P.S.C.N.Y. If you have other than Independent Health coverage, other conditions may apply. Check with your insurance carrier to be certain of coverage. Once liberated dependents may not return to coverage.

Q. *If I disagree with a decision of the Trust involving a payment of a claim what recourse do I have?*

A. Appeal in writing to the Board of Trustees, within 30 days.

Q. *What expenses are eligible for reimbursement from the 125 Plan?*

A. As a general rule, I.R.S. guidelines for tax deductions are followed.

Q. *How do I get Reimbursed?*

A. Save your receipts and when you have accumulated a minimum of \$25.00, bring the receipts to the Trust Office for reimbursement.



-Note From Chairman-  
You are the Benefit Trust. The Trust was formed to better manage your health benefit dollars. Our goal is to control health care costs and expand member benefits.

Tom Stelmack  
CHAIRMAN  
W.S.T.A. Benefit Trust Fund

TRUSTEES  
Kevin Osinski      Cheryl Paradise  
James Betts      Fred Lampman



## WEST SENECA TEACHERS ASSOCIATION, INC. Benefit Trust Fund

196 Orchard Park Road  
West Seneca, New York 14224

TEL: 824-1679      FAX: 824-1583

HOURS: 9:00 A.M. to 5:00 P.M.  
Monday thru Friday

*Working together to improve benefits.*

## SUMMARY OF BENEFITS 1998



W.S.T.A. Benefit Trust is a member owned agency  
formed to provide health benefits for members of  
West Seneca Teachers Association, Inc.

LOCAL 3110 AFL-CIO