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AD/9750

AGREEMENT

**TOWN OF WEBB UNION FREE SCHOOL DISTRICT,
HERKIMER COUNTY**

AND THE

TOWN OF WEBB ADMINISTRATORS ASSOCIATION

Covering the period

July 1, 2010 – June 30, 2011

Article 1 Recognition

- A. The Board of Education of the Town of Webb Union Free School District (the "Board") recognizes the Town of Webb Administrators Association (the "Association") as the exclusive bargaining agent and representative for all administrators and supervisors in the Town of Webb Union Free School District (the "District") to include the following titles: K-12 Principal, Administrative Position and Special Education CSE Chair, Transportation Supervisor, Building Maintenance Worker, and the Food Service Manager.
- B. The parties agree that the District will make a payroll deduction from salaries of bargaining unit members for the fees for the membership in the Town of Webb Administrators Association and shall promptly remit the monies to the Association.

Article 2 Negotiations Procedures

- A. Negotiations for a successor agreement will commence upon written request of either party. Such request to be made in the final year of the Agreement, not earlier than six (6) months prior to the expiration of the Agreement, except by mutual consent. The parties will then establish a mutually agreeable meeting date following such request.
- B. At the initial meeting, the parties will exchange proposals in writing in the language desired by the presenting party. Either party will be able to introduce new proposals at the second meeting, but after this meeting, no new proposals will be submitted by either party without mutual consent of both parties. This shall not, however, prohibit or restrain counter proposals from either party on the issues in negotiations.
- C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and reach compromise in the course of negotiations, subject, however, to final ratification of the Association and appropriate legislative action by the Board of Education.

Article 3 New and Modified Positions

- A. The hiring of all school personnel shall be the responsibility of the Superintendent of Schools in conformance with the law.
- B. The Superintendent may notify the Association President of the candidates for such positions and may consult with the Association prior to making recommendations to the Board of Education.

- C. All administrative vacancies may be publicized and posted in the main office of the school building at least ten (10) work days before the vacancy is filled. The Association President shall receive a copy of any and all such vacancy notices at least ten (10) days before the vacancy is filled.
- D. All qualified candidates within the Association's membership shall be permitted to apply in writing within the specified time limits for position vacancies and may be considered before the position is filled. The Superintendent shall have the right to fill vacancies on an interim basis.
- E. The Association President shall be notified of any newly-created positions within the District. The Association may advise the District of its desire to represent such new employees. Once a new position has been approved for implementation by the Board of Education, a position placed within the unit will be governed by the terms of this agreement. Positions represented by the Association during the contractual period will remain with the unit and will continue to be represented for the duration of this contract.

Article 4 Leave Time

A. Vacation Leave

1. Certificated association members occupying 12-month positions shall be entitled to twenty-two (22) days of paid vacation per school year, exclusive of legal holidays. After twenty (20) years of service, certificated association members occupying 12-month positions shall be entitled to twenty-five (25) days of paid vacation leave. Service for less than a full year shall result in a pro-ration of the vacation allowance.

2. Non-certificated association members occupying 12-month positions shall be entitled to ten (10) days of paid vacation leave upon hiring, exclusive of legal holidays. After five (5) years of service, non-certificated association members occupying 12-month positions shall be entitled to twelve (12) days of paid vacation leave per school year, exclusive of legal holidays. After ten (10) years of service, non-certificated association members occupying 12-month positions shall be entitled to fifteen (15) days of paid vacation leave per school year, exclusive of legal holidays. After fifteen years of service, non-certificated association members occupying 12-month positions shall be entitled to twenty (20) days of paid vacation leave per school year, exclusive of legal holidays. After twenty (20) years of service, non-certificated association members occupying 12-month positions shall be entitled to twenty-five (25) days of paid vacation leave per school year, exclusive of legal holidays. Service for less than a full year shall result in a pro-ration of the vacation allowance.

3. Employees who occupy 11-month positions shall be entitled to ten (10) days of paid vacation per school year. After ten (10) years of service, association members occupying 11-month positions shall be entitled to thirteen (13) days of vacation leave. Service for less than a full year shall result in a pro-ration of the vacation allowance.

4. Association members occupying 10-month positions shall not be entitled to paid vacation leave.

5. Association members must use vacation leave in minimum increments of ½ days and must give 48 hours notice to the Superintendent of the intent to use vacation leave of less than three (3) days, and 96 hours for vacation leave of three (3) days or more.

6. Earned but unused vacation days may be carried into subsequent school years, up to a maximum of five (5) days.

B. Holidays

1. Association members shall have thirteen (13) paid holidays per year as identified by the annual school district calendar, including:

| | | |
|------------------|------------------------|------------------------|
| Labor Day | Columbus Day | Veterans Day |
| Thanksgiving Day | Day after Thanksgiving | Christmas Day |
| New Years' Day | Presidents' Day | Martin Luther King Day |
| Good Friday | Memorial Day | July 4 th |

2. One additional floating day per year will be granted but must be approved in advance by the Superintendent.

3. Generally, holidays that fall on a Saturday shall be observed on Friday, and holidays that fall on Sunday shall be observed on Monday, except where such observances would conflict with the established school district calendar.

4. Should it become necessary for school to be in session on any of the above-named holidays, or if a holiday occurs during an association member's vacation period, the association member will receive an additional vacation day which may be used with the prior approval of the Superintendent

C. Personal Leave

Each Association member will receive three (3) personal days each year. Unused personal days will be added to accumulated sick days at the end of the school year.

D. Unpaid Leaves of Absence

Association members may be granted up to one (1) year of unpaid leave of absence at the option of the Board of Education. The request for unpaid leave must be submitted to the Superintendent in writing ninety (90) days in advance.

E. Bereavement Leave

Bereavement leave is paid leave for circumstances resulting from a death in the unit member's immediate family. For the purpose of this clause, immediate family shall mean the unit member's spouse, child or stepchild, father or father-in-law, mother or mother-in-law, grandmother, grandfather, brother or sister, brother-in-law, sister-in-law, or any relative permanently residing in the same household as the unit member. Unit members are entitled to up to three (3) days of bereavement leave per incident. Such leave is not charged against any other leave accruals and is not cumulative.

F. Legal Process Leave

If an Association member is required to serve on a jury, or is subpoenaed to appear as a witness in a legal proceeding not initiated by the member, his/her immediate family, or the Association, the member will receive his/her regular pay for the period of time actually required by such legal proceeding. In addition, reasonable travel time will be allowed. Any stipend paid the member for this purpose, minus travel/mileage expenses paid, will be turned over to and become property of the District.

G. Child Care Leave

1. An Association member may be granted unpaid parental leave of up to one year. The Association member should notify the District within thirty (30) days of the approximate time in which said leave is to commence, when possible.
2. The Association member may work as long as they are or their spouse is physically able to do so.
3. The termination of this leave may be change by mutual agreement of the District and the Association member.
4. For purposes of this agreement, adoptions carry the same provision as a natural birth. The Association member will keep the Superintendent apprised during the process and will provide as much advanced notice as possible as to when the leave will commence.

H. Sick Leave

1. Association members shall earn one (1) day of paid sick leave for each month worked. Each member's sick leave shall begin to accrue on July 1 of each school year, or at the end of the first full month after the unit member's hiring date if such occurs after the beginning of the school year.
2. Sick leave may be utilized for personal or family illness or injury, except that leave taken to care for injured or sick family members may not exceed five (5) days in any given school year.

3. Accrued, unused sick leave days may be carried over from year to year, up to a maximum of 200 days.
4. A unit member who is to be absent on sick leave shall notify the Superintendent of Schools at the earliest possible opportunity. Association members must use sick leave in increments of ½ day.
5. Before an absence may be charged against accrued sick leave credits, the District may require a bargaining member to provide proof of illness or may require the unit member to be examined, at the District's expense, by a physician designated by the District, at any time during the course of the illness. Unless unusual circumstances exist which warrant an exception, a physician's written verification may be required for sick leave that extends for three (3) working days or longer. In the case of long-term disability or illness, physician verification shall be required to be updated every 30 days.
6. Upon retirement from the District, *i.e.* such time as the administrator draws retirement benefits from either the New York State Employees' Retirement System or the New York State Teachers' Retirement System, the employee shall be reimbursed for unused sick days at the rate of \$50 per unused day. For 12 month employees, the maximum number of days that can be reimbursed is 150 days; for 11 month employees, the maximum number of days that can be reimbursed is 137.5 days, and for 10 month employees, the maximum number of days that can be reimbursed is 125 days.

I. Sick Leave Bank

All members of the bargaining unit shall, with the consent of the local unit of the Civil Service Employees Association, Inc.(CSEA), be permitted to participate in the Sick Leave Bank established pursuant to the rules set forth in the labor agreement between the District and the CSEA and shall fulfill all requirements for eligibility and use of such days as set forth in such agreement.

J. Military Leave

1. Unit members covered by Section 242 of the Military Law who are called to active duty receive compensation in the form of full pay for thirty (30) calendar days or twenty-two (22) working days, whichever is greater, per calendar year and in any one continuous period of such absences, pursuant to Military Law, Section 242(5).
2. During times of war or military conflict, requiring reservists and National Guard members to be called to active duty, the District agrees to extend those benefits.
3. For periods of activation that exceed Section 242(5), the District will pay the unit member the difference between their gross military pay and gross District pay for a maximum of ninety (90) calendar days from the date of activation and following initial activation pay as provided by Military Law Section 242(5).

Article 5 Evaluation

- A. Written evaluations of the job performance of each bargaining unit member shall be completed annually by the Superintendent of Schools based on the present form, a new form or upon goals established by the Superintendent after discussion with the employee. Upon completion of the written evaluation, the Superintendent of Schools shall meet with the unit member to review the written evaluation and discuss areas in which the unit member's performance may be improved.
- B. Written evaluations shall be signed by the unit member to acknowledge receipt of the evaluation. Both parties recognize that the unit member's signature does not and is not intended to indicate agreement with the contents of the evaluation.
- C. The Unit member shall have the right, within 30 days of receiving a written evaluation, to submit a written response to the Superintendent's evaluation which will be attached to the Superintendent's evaluation and placed in the unit member's personnel file.

Article 6 Personnel Files

Unit members will be immediately notified in writing when any document is added to their Personnel File. In addition, they will be allowed to review the document and afforded the opportunity to attach a written response if they so desire.

Article 7 Health Insurance

- A. The District shall pay towards the cost of premiums for the Health Insurance Plan in which the District participates (comprising Blue Cross, Blue Shield, and Major Medical coverage, or their equivalent) without regard to the type of coverage selected by a bargaining unit member.
1. Unit members shall pay 15% of the premium costs associated with individual and family health insurance except for 2 person plans where active employees shall pay 14%, if hired before June 30, 2010
 2. The prescription drug coverage shall be the same as is offered to the Town of Webb Teachers' Association, which is presently a drug card co-pay of \$5 for generic drugs and \$10 for brand name drugs. This benefit is subject to change if the coverage offered through the Teachers' Association changes during the life of this agreement.
 3. The District shall pay 70% of the premium for Health Insurance benefits for retired employees.

4. To be eligible to receive Health Insurance Benefits in retirement, a bargaining unit member must have a minimum of ten (10) years service in the District and meet the eligibility requirements of either the State Teachers' Retirement System or ERS. Employees hired prior to July 1, 2007, shall not be subject to this restriction.

Article 8 Mileage/Business Travel

A. Bargaining unit members shall be reimbursed at the prevailing Internal Revenue Service rate for all travel necessary to conduct school business undertaken in the bargaining unit member's personal vehicle.

B. In the interest of economy, bargaining unit members must utilize school vehicles when traveling for school business when a school vehicle is available.

C. School business shall include, but is not limited to, attendance at conferences or other professional development meetings.

Article 9 Medical Examinations

A. The Food Service Manager and the Transportation Supervisor shall have an annual medical examination.

B. The examination shall be done by the School Physician at any time during the fiscal year, as long as each examination is no more than twelve (12) months after the previous examination. Such examination shall be the same examination required for bus drivers and cafeteria staff.

Article 10 Clothing

A. The Transportation Supervisor, Building Maintenance Worker, and the Food Service Manager will wear uniforms, safety shoes and jackets, where appropriate. The Food Service Manager shall receive up to \$275 per year for the replacement of such clothing, and the Transportation Supervisor and the Building Maintenance Worker shall receive up to \$350 per year for the replacement of such clothing.

B. The District shall have the right to select the uniforms, jackets and footwear purchased for bargaining unit members pursuant to this Article.

Article 11 Compensation

1. Some bargaining unit members shall receive a 3.2% wage increase for 2010-11. The newly hired Building Maintenance Worker will not receive an increase in salary in 2010-11.

The Administrative position of Special Education/CSE Chair will receive a 3.2% raise prorated for July and August.

The other positions, K-12 Principal, Transportation Supervisor and Food Service Manger will receive a 2% raise when this agreement is ratified by both parties.

In addition to the wage increase set forth above, the District shall allocate at least an additional 1.2% for wage increases for 2010-2011. The Superintendent and the Board of Education shall determine which employees shall receive how much additional money. However, the full amount set forth shall be expended in 2010-2011. The determination of the District, with respect to the allocation of the funds, shall not be subject to the grievance procedure.

2. The additional compensation granted in accordance with Section 1. above shall be paid as a lump sum at the end of the school year, and shall also be added into the employees' base salary for the calculation of the wage increase due for the following school year.

3. Association members who have completed 10, 15, 20 or 25 full years of service to the District will be entitled to an annual longevity stipend of \$600, \$1,000, \$1,500 and \$2,000 respectively. The stipend will be paid in one lump sum check on or about June 30th. Unpaid leaves of absence will not be counted towards completion of years of service.

Article 12 Grievance Procedure

It is the policy of the District and the Association that all grievances be resolved informally, or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.

It is the desired objective of the parties to encourage prompt and informal resolution of complaints in relation to the provisions of this agreement as they arise and to provide recourse for orderly procedure for the satisfaction of such grievances.

Level One – The aggrieved Association member shall orally present his/her grievance to the Association President who shall orally discuss the grievance with the aggrieved member. The Association member and the Association President shall upon consultation determine whether the grievance should be presented to the Superintendent of Schools within five (5) business days from the date in which the aggrieved learned of the potential problem or grievance.

Level Two – Within ten (10) days from the receipt of a level one request, the Superintendent of Schools shall orally and informally discuss the grievance with the aggrieved and the Association President. If the grievance is not satisfactorily resolved, the Superintendent will render in writing, his/her determination of the matter to the aggrieved member within the ten day period.

Level Three – The aggrieved Association member may, within ten (10) school days of receipt of the notice of determination by the Superintendent of Schools make a written request to the Board of Education for review and determination. All written documents pertaining to the case will be submitted to the Board of Education President within this time frame. The Board of Education will offer the grievant and/or his/her representative an opportunity to meet with the Board of Education to discuss the matter in executive session at the next regularly scheduled meeting. The Board of Education will submit a written decision to the grievant within ten (10) days from the date the meeting occurred.

Level Four – After receiving notification from the Board of Education the grievant may submit the grievance to binding arbitration within fifteen (15) school days from the Level Three decision.

Within ten (10) school days after such written notice of submission to binding arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator from the American Arbitration Association competent in the area of grievance and will obtain a commitment from said arbitrator to serve.

The arbitrator's decision will be in writing and will set forth his/her findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions, which require the commission of an act prohibited by law or which violates the terms of this agreement. The decision of the arbitrator shall be binding.

The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement. The cost for the services of the arbitrator, including expenses if any, will be borne equally by the Board of Education and the Association.

Article 13 IRS 125 Plan

The District will provide an IRS Section 125 Flexible Spending Plan for those members of the bargaining unit who wish to participate. Such plan will include, but not be limited to premium conversion, unreimbursed medical expenses and dependent care provisions. The District will assume any administrative fees for the plan.

Article 14 Work Year

1. The work year for each member of the bargaining unit is established as follows:

- A. The Cook Manager/Cafeteria Supervisor shall
 - a. Work at least 180 out of the 182 days of each school year as determined by the Superintendent of Schools.
 - b. Work 10 days during the summer and other vacations as determined by the Superintendent of Schools.
 - c. Work regular duty (eight and one-half hours with a 30-minute lunch break) hours as determined by the Superintendent of Schools, a minimum of 40 hours per week.
 - d. His bi-weekly salary shall be based on 180 days. For the extra ten (10) days, the Cook Manager shall submit a time sheet to validate the day(s) worked in order to receive payment.

- B. The Building Maintenance Worker shall:
 - a. Work the full calendar year, excluding holidays, approved vacation or leaves.
 - b. Work regular duty (eight and one-half hours with a 30-minute lunch break) hours as determined by the Superintendent of Schools, a minimum of 40 hours per week. This may include night shifts.

- C. The Transportation Supervisor shall:
 - a. Work full-time, minimum of 40 hours per week, during the school year (September 1 to June 30), as determined by the Superintendent.
 - b. As an 11-month employee, work half-time (at least 20 hours per week) during July and August.
 - c. Work regular duty (eight and one-half hours with a 30-minute lunch break) hours as determined by the Superintendent of Schools, a minimum of 40 hours per week.
 - d. Work 7:00 a.m. to 11:00 a.m. during summer vacation (July and August) unless otherwise approved by the Superintendent of Schools.

- D. The Chairperson for Special Education shall:
 - a. Work full-time during the school year, excluding holidays, approved vacation or leaves.
 - b. Work regular duty (eight and one-half hours with a 30-minute lunch break) hours as determined by the Superintendent of Schools, a minimum of 40 hours per week. Work Monday and Wednesday at Inlet School District; Tuesday and Thursday at Town of Webb Union Free School District, and shall alternate regular duty hours every Friday between the Town of Webb Union Free School District and the Inlet School District unless otherwise approved by the Superintendent.

- E. The K-12 Principal shall:
 - a. Work the full calendar year, excluding holidays, approved vacation or leaves, in accordance with this contract.
 - b. Work regular duty (eight and one-half hours with a 30-minute lunch break) hours as determined by the Superintendent of Schools, a minimum of 40 hours per week.


2. The District shall maintain Job Descriptions for each unit member's position. The District shall maintain the right to make updates, revisions or changes to said job descriptions.

**Article 15
Miscellaneous**

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

B. If any provision of the agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application will continue in full force and effect.

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



Superintendent of Schools

Dated: 9/7/10



President, Town of Webb Administrators Association

Dated: _____