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ADI/6452

AGREEMENT

between

**THE SUPERINTENDENT OF SCHOOLS
WAVERLY CENTRAL SCHOOL DISTRICT**

and

**THE WAVERLY ADMINISTRATIVE AND
PROFESSIONAL SERVICES ASSOCIATION**

July 1, 2006 – June 30, 2007

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE 1 – RECOGNITION

Sec. 1.1 Recognition; unit defined

§ 1.1 **Recognition; unit defined.** The Waverly Central School District recognizes the Waverly Administrative and Professional Services Association as the sole and exclusive negotiating representative for a unit of employees consisting of all certificated administrative personnel, school guidance counselors and school psychologists but excluding the superintendent of schools, the assistant superintendent, the director of instruction, the assistant to the superintendent of schools, the director of elementary education and the business administrator.

ARTICLE 2 – DEFINITIONS

Sec. 2.1 Definitions

Sec. 2.2 Gender and number

§ 2.1 **Definitions.** As used in this agreement:

- (a) The term *District* means the Waverly Central School District.
- (b) The term *Association* means the Waverly Administrative and Professional Services Association
- (c) The term *Superintendent* means the Superintendent of Schools of the Waverly Central School District.
- (d) The term *Administrator* means any person in the bargaining unit represented by the Waverly Administrative and Professional Services Association.
- (e) The term *day* means calendar day, unless otherwise specified.

§ 2.2 **Gender and number.** Whenever the context so requires, the use of words in this agreement in the singular shall be construed to include the plural and words in the plural shall be construed to include the singular. Words, whether they be in the masculine, feminine or neuter gender, shall be construed to include all of the said genders unless the context would require that the gender apply to only one sex. By the use of the aforesaid genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 3 – COMPENSATION

Sec. 3.1 Annual Salary

Sec. 3.2 Salary for new hires

§ 3.1 **Annual Salary.** The annual salary for each administrative unit member will be determined by the Superintendent of Schools in agreement with the administrative unit subject to Board of Education approval each year.

§ 3.2 **Salary for hires.** A newly hired administrator will have his annual compensation established at the discretion of the superintendent, subject to the approval of the Board.

ARTICLE 4 – SICK LEAVE

Sec.

4.1 Allocation

4.2 Accumulation

Sec.

4.3 Illness in the immediate family;
immediate family defined

§ 4.1 **Allocation.** An administrator will be credited each July first with twelve paid sick leave days. Notwithstanding the foregoing, an administrator who is in the first year of his employment will be credited with one paid sick leave day for each month of employment up to a maximum of twelve days.

§ 4.2 **Accumulation.** Sick leave days may accumulate up to one hundred eighty days.

§ 4.3 **Illness in the immediate family; immediate family defined.** An administrator shall be entitled to use ten paid sick leave days per year, deductible from his sick leave days, for illness in the immediate family. The term *immediate family* means one who is a member of an administrator's household, his spouse, and his own or his spouse's children, parents or siblings.

ARTICLE 5 – PERSONAL BUSINESS LEAVE

Sec. 5.1 Allocation

Sec. 5.2 Unused personal business leave days

§ 5.1 **Allocation.** An administrator will be granted two personal business leave days each year.

§ 5.2 **Unused personal business leave days.** If personal business leave days are not used, they will be added to an administrator's accumulated sick leave, subject to the maximum sick leave accumulation set forth in section 4.2 of article four of this agreement.

ARTICLE 6 – BEREAVEMENT LEAVE

- | | |
|--|------------------------------------|
| Sec. | Sec. |
| 6.1 Death in the immediate family;
Immediate family devined | 6.3 Nondeductibility of leave days |
| 6.2 Death outside the immediate family | |

§ **6.1 Death in the immediate family; immediate family defined.** An administrator Shall be entitled to five paid leave days for a death in the immediate family. The term *immediate family* means an administrator's spouse, his own or his spouse's children, parents, siblings, or a person who, just before his death, lived in the administrator's household.

§ **6.2 Death outside the immediate family.** An administrator shall be entitled to two paid leave days annually for a death of a friend, or a relative who does not fit the definition of immediate family.

§ **6.3 Nondeductibility of leave days.** Bereavement leave days shall not be deducted from any other leave accumulation provided for elsewhere in this agreement.

ARTICLE 7 – RETIREMENT INCENTIVE

- | | |
|----------------------|--------------------|
| Sec. 7.1 Eligibility | Sec. 7.2 Incentive |
|----------------------|--------------------|

§ **7.1 Eligibility.** An administrator shall be eligible for the retirement incentive set forth in subdivisions (a) and (b) of section 7.2 of this article, subject to the following conditions:

- (a) He must submit a letter to the District setting forth a retirement date to take effect on or before the end of the school year in which he attains age fifty-five; and
- (b) The letter of retirement must be submitted to the District for action at least two years before his effective date of retirement.

§ **7.2 Incentive.** An administrator who has complied with the provisions of Subdivisions (a) and (b) of section 7.1 of this article shall receive a retirement incentive calculated as follows:

- (a) In the year immediately preceding the final year of employment, his salary will be increased beyond that set forth on the operative salary schedule by five percent; and
- (b) In the final year of employment, the salary that he earned in the year immediately preceding the final year of employment will be increased beyond that set forth on the operative salary schedule by eight percent.

ARTICLE 8 – HEALTH CARE PLAN

Sec.	Sec.
8.1 Administrator and District contributions	8.4 Confidentiality
8.2 Health care plan	8.5 Conversion privilege
8.3 Claim Appeal Procedure	8.6 Effective date of coverage

§ 8.1 Administrator and District contributions. An administrator (or retired administrator) who elects health care coverage shall pay seven percent of the individual or family premium equivalent, as applicable, as his/her contribution toward the cost of health care coverage that he/she selects. The remainder of the premium for either individual or family health care coverage shall be paid by the District.

§ 8.2 Health care plan. The District will provide health care coverage through a self-funded health care plan. Beginning July 1, 2000 the plan will be the Preferred Provider Option (PPO) of the self funded plan which requires:

- (A) participants to select their health care providers from a preferred provider list;
- (B) a co-payment of ten dollars (\$10) per doctor's office visit;
- (C) Three-tier formulary
 - (1) a five dollar (\$5) co-pay on generic drugs
 - (2) a fifteen dollar (\$15) co-pay on preferred (brand name) drugs
 - (3) a fifty dollar (\$50) co-pay on non-preferred drugs at retail (local) pharmacy only;
- (D) a co-payment of fifty dollars (\$50) for the use of an emergency room for treatment of a non life threatening medical condition.

§ 8.3 Claim appeal procedure. Any complaints under the plan with respect to its interpretation or application must be processed through the claim appeal procedure set forth in the plan document.

§ 8.4 Confidentiality. All data obtained by the plan administrator with respect to claims shall be considered confidential and shall be made available to persons involved or connected with the plan strictly on a need-to-know basis and such data shall be utilized for no purpose other than is necessary for the administration of the plan and the payment of claims. No data with respect to an administrator's claims shall be released to a third party without the administrator's express written consent.

§ 8.5 Conversion privilege. An administrator who leaves the employment of the District or an administrator whose services are terminated shall be offered the right of conversion of health coverage, regardless of insurability, at the full cost and expense of the administrator. If a former administrator or the District is unable to obtain coverage, the former administrator may continue to participate in the plan at his own expense, in which case the District may require proof of rejection of insurance. If a former administrator is offered health insurance, including coverage for pre-existing conditions, but chooses not to

purchase same, the plan shall not be obligated to provide coverage. The plan will accept responsibility for the coverage of a pre-existing condition until the conversion plan coverage for said condition shall apply. All conversion rights which are extended for a former administrator will also be extended to his dependents.

§ 8.6 Effective date of coverage. Coverage under the plan for a new administrator shall be automatic and will become effective on the first day of the month following the month in which he applies, unless the administrator waives coverage in writing. A waiver of health care coverage shall be filed in an administrator's personnel file.

ARTICLE 9 – FLEX PLAN

Sec. 9.1 Flex Plan

Sec. 9.2 District's Contribution

§ 9.1 Flex Plan. The District shall establish a flex plan account for each member of the unit.

§ 9.2 District's contribution. The District shall, for the life of this agreement, deposit five hundred dollars (\$500) annually into each administrator's flex account.

ARTICLE 10 – CHILD-CARE LEAVE

Sec. 10.1 Procedure; length of leave

§ 10.1 Procedure; length of leave. Upon written request, an administrator shall be granted up to a year's leave of absence, without pay or benefits, for taking care of a natural or an adopted child. An administrator who requests a child-care leave shall make every possible effort to submit his request at least sixty days before the date on which the leave is to begin. The District may grant requests for extensions of child-care leave at its discretion.

ARTICLE 11 – HOLIDAYS

Sec. 11.1 Allocation and scheduling

§ 11.1 Scheduled paid holidays; emergency closing days. Scheduled paid holidays for administrators shall be Independence Day, Labor Day, Christmas Eve, New Year's Eve, and those holidays between Labor Day and the last day of student attendance, as set forth on the operative school calendar, provided, however, that administrators shall be required to report to work on emergency closing days and, further, shall be required to perform such special assignments as the Superintendent may determine from time to time.

ARTICLE 12 – VACATION

Sec. 12.1 Allocation and scheduling

§ **12.1 Allocation and scheduling.** Administrators shall be entitled to four weeks vacation during July and/or August to be scheduled by the Superintendent in consultation with the administrator.

ARTICLE 13 – WORKYEAR

Sec. 13.1 Workyear defined

§ **13.1 Workyear defined.** The workyear for administrators shall be from July first to June thirtieth.

ARTICLE 14 – PERSONNEL FILES

Sec.

14.1 Access

14.2 Negative material

Sec.

14.3 Right to respond

14.4 Anonymous material

§ **14.1 Access.** An administrator shall have access to his personnel file, with the exception of pre-hire material, upon written request to the Superintendent. There shall be only one official personnel file.

§ **14.2 Negative material.** Negative material, except for material from the District to the administrator himself, shall not be placed in an administrator's personnel file without his knowledge. An administrator must sign third-party material which is to be placed in his file. An administrator's signature on a document indicates only that he has seen the document and said signature does not indicate agreement with the contents of the document.

§ **14.3 Right to respond.** An administrator may respond to any material placed in his personnel file within twenty days of his being notified that an item has been placed in the file.

§ **14.4 Anonymous material.** Material of anonymous origin shall not be placed in an administrator's file.

ARTICLE 15 – GRIEVANCE PROCEDURE

Sec.		Sec.	
15.1	Definitions	15.4	Stage one
15.2	Basic principles	15.5	Stage two
15.3	Time limit		

§ 15.1 Definitions

- (a) The term *grievance* means an alleged violation of the terms of this agreement or any dispute with respect to its meaning or application.
- (b) The term *representative* means any person selected by an administrator and authorized by The Association to act on his behalf.

§ 15.2 **Time limit.** A grievance shall be deemed waived unless it is presented at the first procedural step within twenty days after an aggrieved party knew or should have known of the events or conditions on which it is based.

§ 15.3 Basic principles.

- (a) An administrator or the Association shall have the right to bring a grievance to the Superintendent in accordance with this procedure, free from coercion, interference, restraint, discrimination or reprisal.
- (b) It shall be a fundamental responsibility of the Superintendent to consider promptly and take appropriate action upon grievances presented to him.
- (c) An administrator shall have the right to be represented and/or accompanied at any stage of this procedure by a representative.
- (d) Each party shall have access at reasonable times to all records which pertain to a grievance.
- (e) The Superintendent is responsible for the proper administration of this procedure up to the last stage before submission to arbitration.

§ 15.4 Stage one.

- (a) A grievant shall make an oral complaint to the Superintendent. The Superintendent and the grievant and/or his representative shall discuss the grievance and attempt to resolve it.
- (b) If a grievance is not resolved to the satisfaction of a grievant, he shall submit the grievance in writing to the Superintendent within fifteen days after this discussion with the Superintendent, as described in subdivision (a) of this article.

- (c) Within ten days after receipt of a written grievance, the Superintendent shall hold a hearing with the grievant, his representative, if any, and all other parties in interest.
- (d) The Superintendent shall render a written decision within twenty days after the conclusion of the hearing.

§ 15.5 Stage two.

- (a) If the grievant and/or the Association is not satisfied with the decision of the Superintendent, the Association, subject to its duty of fair representation, may elect to proceed to arbitration by giving written notice to the Superintendent within twenty days after the receipt of the decision at stage one.
- (b) The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- (c) The arbitrator's decision will be in writing and will set forth his findings, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this agreement.
- (d) The decision of the arbitrator shall be final and binding
- (e) The cost of an arbitration shall be borne equally by the District and the Association.

ARTICLE 16 – GENERAL PROVISIONS

Sec.	Sec.
16.1 Supersession	16.4 Severability
16.2 Inclusiveness of agreement	16.5 Reproduction of agreement
16.3 Supremacy of agreement	

§ 16.1 Supersession. This agreement shall supersede any rules, regulations or practices of the District which are contrary to our inconsistent with its terms.

§ 16.2 Inclusiveness of agreement. This agreement constitutes the full and complete agreement between the parties and may be altered, changed, added to, deleted from, or modified only by the mutual consent of the parties by written amendment hereto.

§ 16.3 Supremacy of Agreement. Any individual arrangement, agreement, or contract heretofore or hereafter executed with any individual member of the negotiating unit represented by the Association shall be subject to and consistent with the terms and conditions of this agreement and subsequent agreements hereinafter executed by the parties. During its term, this agreement shall be controlling.

§ 16.4 Severability. If any provision of this agreement or any application thereof to any administrator or group of administrators 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 of applications shall continue in full force and effect.

§ 16.5 Reproduction of agreement. Copies of this agreement shall be reproduced at the expense of the District. Each administrator shall receive one copy and the Association shall receive at least two copies.

ARTICLE 17 – LEGISLATIVE APPROVAL

Sec. 17.1 Section 204-a of the Public Employees' Fair Employment Act

§ 17.1 Section 204-a of the Public Employees' Fair Employment Act

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

ARTICLE 18 – DURATION

Sec. 18.1 Term of Agreement
agreement

Sec. 18.2 Negotiations for successor
agreement

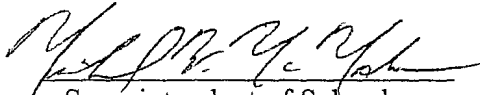
§ 18.1 Term of agreement. Except as otherwise expressly hereinbefore set forth, the terms of this agreement shall take effect on July 1, 2006.

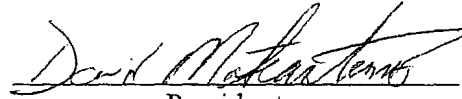
§ 18.2 Negotiations for successor agreement. If either party to this agreement wishes to enter into negotiations for a successor thereto, it shall notify the other party of its intent to renegotiate no later than three months preceding the expiration date of this agreement.

Signed this 2nd day of October 2006

Waverly Central School District

Waverly Administrative and
Professional Services Association


Superintendent of Schools


President

