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#### **Contract Database Metadata Elements**

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GEN/6539

Negotiated Agreement

Between the

Superintendent of the  
Williamsville Central School District

and the

Williamsville Association of  
Education Related Personnel

JULY 1, 2009 - JUNE 30, 2014



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Article 1                    PREAMBLE

- 1.1 PREAMBLE - This Agreement is made by and between the Williamsville Central School District (hereinafter called the District) and the Williamsville Association of Education Related Personnel (hereinafter called the Association or WAERP).

Article 2                    DEFINITIONS

2.1 DEFINITIONS -

- 2.1.1        The term "Board" when used herein shall mean the Board of Education of the District.
- 2.1.2        The term "Superintendent" when used herein shall mean the Superintendent of Schools of the District or a person designated by the Board to act in that capacity.
- 2.1.3        The term "employee" when used herein shall mean any employee included within the negotiating unit set forth in paragraph 3.1 herein
- 2.1.4        The term "party" when used herein shall mean the Association or the District.
- 2.1.5        When a word in this Agreement is used in the masculine gender, it applies also in the feminine.
- 2.1.6        Full-Time Employee - A full-time employee (salaried, as used in this agreement, refers to the payment method for full-time employees, not to the Fair Labor Standards Act definition of a salaried employee) is an employee who works a normal schedule of 35 hours or more on a 10, 11 or 12 month basis.
- 2.1.7        Part-Time Employee - A part-time employee is an employee who works a normal schedule of less than 35 hours per week.
- 2.1.8        Regular Appointment - A regular appointment is an appointment by the Board to a position that will exist for more than six months.

Article 3                    RECOGNITION/UNIT DEFINITION

- 3.1 RECOGNITION - The Association shall be the exclusive bargaining agent for all clerical employees, competitive and noncompetitive, computer support assistants, board appointed temporary employees, teacher aides, and school monitors. The unit excludes per diem substitutes, non-board appointed temporary employees, student workers, five clerical positions, and secretaries to the Assistant Superintendents and secretary to the Superintendent.

- 4.1 POSTING NOTICES - The Association shall have the right to post notices of Association activities on assigned bulletin boards subject to the tacit approval of the Building Administrator. The Association shall have the right to distribute materials to the members in each building using the school mail if a copy is provided to the building administrator and the Assistant Superintendent for Human Resources. Association committee members will be allowed to communicate to one another using e-mail if a copy is provided to the building administrator and the Assistant Superintendent for Human Resources. E-mail will be in the form of straight text with no attachments and will not be used for total membership distribution.
- 4.2 PRESIDENT'S ACTIVITY ON WORK TIME - The President of the Association and/or a designee may engage in activity pertaining to the administration of this Agreement during regularly scheduled working hours with prior approval of the Assistant Superintendent for Human Resources. Prior approval will not be withheld unreasonably.
- 4.3 ASSOCIATION BUSINESS DAYS - The District will grant leave days to persons authorized by the Association President for conferences, meetings and workshops without loss of pay. The total number of such leave days shall not exceed 20. The Association President must notify the Assistant Superintendent for Human Resources in writing three days in advance of the day to be used. The employee should also contact the immediate supervisor three days prior to using an Association business day.
- 4.4 DUES DEDUCTIONS - The District shall deduct dues and agency fee in accordance with the following procedures:
1. Deductions will be made for those bargaining unit members who have submitted a signed authorization to the District. Once submitted, an authorization will remain in effect so long as the person continues in the District's employ, unless it is earlier revoked by a written-signed statement submitted to the District by the employee.
  2. The amount of dues or agency fee to be deducted will be certified in writing by the Association to the Assistant Superintendent for Human Resources prior to August 15th of each year.
  3. Deductions will begin with the second pay period in September for all employees for whom an authorization is then on file. Dues will be deducted in twenty equal installments.
  4. Those employees who submit authorizations after the second payroll in September will have dues deducted for the remaining pay periods beginning with payroll period following the submission of the authorization.
  5. Following the final pay period in each month in which dues deductions have been made, the District shall transmit the amount so deducted to the Association.
  6. The Association will hold the District harmless against all claims, demands, suits and liabilities arising out of the operation of this section.



4.5 MEMBERSHIP BENEFITS - The District will provide payroll deductions for NYSUT member benefits.

4.6 MANAGEMENT RIGHTS - The District retains all management rights not bargained away and may exercise the same as long as such actions are not violative of law or the terms and conditions of this Agreement.

Article 5                    NEGOTIATIONS PROCESS

5.1 NEGOTIATIONS PROCEDURES - The Association and the District shall exchange written proposals for a successor agreement not later than January 15 of the final school year of this Agreement. The parties will hold their first negotiation session prior to February 15.

5.2 COMPLETE AGREEMENT - The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations will not be opened on any item during the term of this Agreement, whether contained herein or not, unless it is mutually agreed upon by both parties. This Agreement constitutes the entire agreement between the parties.

5.3 CONFORMITY TO LAW - If any portion of this Agreement is declared unlawful, such portion shall not be given effect, but the remainder of this Agreement shall continue in full force and effect.

5.4 AGENCY FEE - The District agrees to deduct from the wages of members of the bargaining unit who are not members of the Williamsville Association of Education Related Personnel the amount equivalent to the dues levied by the Williamsville Association of Education Related Personnel and shall transmit such monies to the Association in the same manner as provided within the dues deduction provision of this agreement.

5.5 RETROACTIVITY - Except as otherwise specifically stated, the Contract is retroactive to July 1, 2009.

5.6 COPIES - Copies of this Agreement shall be prepared by the District at its expense, and shall be furnished by the Superintendent to the Board and all employees.

Article 6                    BOARD OF EDUCATION APPROVAL

6.1 LEGISLATIVE APPROVAL - 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.

7.1 SALARY SCHEDULE - 7.1 Starting pay in each job title shall be found in Appendix B.

Employees who have worked more than six months of the year will receive the following increases:

July 1, 2009	2.85%
July 1, 2010	2.85%
July 1, 2011	2.5%
July 1, 2012	1.9%
July 1, 2013	1.9%

7.2 LONGEVITY - On the July 1<sup>st</sup> following the completion of an employee's 9<sup>th</sup>, 14<sup>th</sup>, 19<sup>th</sup> and 24<sup>th</sup> year of continuous service, such employee will be eligible for a longevity payment. During the preceding year of service, the employee's work performance will be evaluated, and the recommendations for granting the increase will be based upon the evaluation.

Beginning Year

10	.40 per hour
15	.45 per hour
20	.50 per hour
25	.55 per hour

These amounts will be added to the base hourly rate.

7.3 OVERTIME RATE - Employees will be paid one and one-half times their regular rate of pay for all hours worked in excess of forty hours in any work week. Holidays, bereavement leave, emergency closings, and vacation time will not be considered as a break in the workweek.

7.3.1 CALL BACK PAY - When an employee is called back to work after having left the school premises, he shall be guaranteed four (4) hours pay.

7.4 OUT-OF-TITLE PAY - An employee who is assigned to the responsibilities of a higher position because of vacation, illness or other temporary absences shall, beginning with the third (3) consecutive work day in such position, be paid at the lowest step of the higher job which provides him an increase in salary. Salaries being paid for the higher position will be retroactive to the first day.

An employee who is assigned to perform the responsibilities of a higher title shall be paid (at the higher rate of pay) for any holiday that occurs during the period of the assignment, provided that the employee is assigned to work the day before and the day after the holiday, in the higher title.

7.5 IN-SERVICE - Full time employees who currently are receiving salary for workshops will continue to receive such monies for as long as they are continuously employed by the District. All full/PT employees who have received advanced approval from the Personnel Supervisor, for requests to attend in-service opportunities, as provided by the Teachers Center, Continuing Education, and other such providers, beyond the workday, shall receive additional pay at their

regular rate of compensation. The District shall provide CPR, First Aid, and Hepatitis vaccine for educational aides on an as need basis as determined by the District. Employees approved to attend conferences such as B.O.C.E.S. clerical workshop will have registration and expenses paid, but will not receive any other payment. The District will provide \$8,000 annually for in-service costs.

7.6 MILEAGE REIMBURSEMENT - The District will pay the current mileage rate as adopted by the Board for trips in the employee's own automobile on school business which have been approved in advance by the Supervisor.

7.7 ATTENDANCE STIPEND - Each full time employee will receive the full stipend if the employee has not been absent except for bereavement leave, paid vacation, jury duty or emergency school closing.

Perfect Attendance	\$260.00
Two days or less absence	\$135.00

This benefit is pro-rated for part-time employees and 10 and 11-month employees, e.g. a part-time 10-month employee who works 3.5 hours/day would receive \$130.00 for perfect attendance.

7.8 ATTENDANCE BONUS - A full time 10, 11, or 12 month employee, with 10 years of service in the District and age 55 years or over, will be eligible for an attendance bonus. At the time of retirement, eligible employees will receive \$28/day per day for each unused paid leave day up to a maximum of 220 days. The amount per day shall be increased to \$32 for any employee who has used less than 3 sick days in each of the prior 2 years.

This benefit will be prorated for employees who work less than 35 hours per week.

7.9 WORK DURING RECESSES 10 MONTH CLERICAL

7.9.1 Employees currently encumbering or appointed to 10-month clerical positions, on or before November 7, 2000 will not normally be scheduled to work during Winter, Spring and Presidents' Day Recesses. However, if they are specifically assigned to do so, they will receive additional pay at their regular rate of compensation. The summer schedule shall apply to all work during the winter, spring and Presidents' Day recesses.

7.9.2 Employees appointed to or voluntarily transferring into 10-month clerical positions, on or after, November 8, 2000, shall be scheduled to work during the winter, spring and Presidents' Day recesses at no additional compensation. The summer schedule (Article 15.2) shall apply to all work during the winter, spring and Presidents' Day recesses.

7.10 WORK DURING RECESSES 11 MONTH CLERICAL

- 7.10.1 Employees currently encumbering or appointed to 11 month clerical positions, on or before, November 7, 2000 shall work half-days (3.25 hours) during the Winter, Spring and Presidents' Day recesses. If it is agreeable with their immediate supervisors, these employees may work full time for an amount of time equivalent to the scheduled half-days. The summer schedule (Article 15.2) shall apply to all work during the winter, spring and Presidents' Day recess.
- 7.10.2 Employees appointed to or voluntarily transferring into 11-month clerical positions, on or after, November 8, 2000, shall work full time for full days during the winter and spring recesses at no additional compensation. The summer schedule (Article 15.2) shall apply to all work during the winter, spring and Presidents' Day recesses.
- 7.10.3 Computer Support Assistants (hourly employees) will be scheduled for full days during the winter, spring and Presidents' Day recesses.

Article 8 - HEALTH BENEFITS

8.1 HEALTH BENEFITS - The District will provide all eligible employees with one basic health plan: Independent Health "Encorpas C" Plan. This plan will include all existing riders. Employees will contribute to the premium costs as set forth below with the District contributing the remaining cost:

- 2009-10 2.5%
- 2010-11 2.5%
- 2011-12 2.5%
- 2012-13 7%
- 2013-14 10%

- 8.1.1 Dental Plan: The District shall make available to each eligible employee the Dental Plan Self-funded and shall pay annually for each enrolled employee whether individual or family coverage, 95% of the premium.
- 8.1.2 Where both husband and wife are employees of the District, only one may enroll in a health benefit plan providing dependent coverage. Each may select a plan providing individual coverage if the carrier allows it.
- 8.1.3 Transfers from the employees current plan (other than those whose current plan is Independent Health) to Independent Plan "C" will occur on January 1, 2006. Application for such transfer must be made on appropriate forms by November 30, 2005 to avoid a loss of coverage.

8.2 HEALTH INSURANCE PART TIME EMPLOYEES - Part-time employees hired prior to July 1, 1987 who are enrolled in District health benefit plans will continue to be enrolled in the plan according to the same schedule as full-time employees. New applications are required as specified in 8.1.3 above.

Part time employees hired after July 1, 1987 and prior to April 13, 1994, must accumulate 16 days of accumulative leave and be scheduled to work nineteen (19) or more hours per week to be eligible for any health benefits.

Part time employees hired prior to April 13, 1994 and eligible under Section 8.2, but not enrolled in health benefit plans, will, with evidence of need for participation in the plan because of marital status change, death of spouse or loss of employment or benefits by spouse, be allowed to enroll in health benefit program.

Part time employees not eligible for District-paid health benefits may participate in the plan by paying their own health insurance costs.

- 8.3 NON DUPLICATION OF BENEFITS - Employees, otherwise eligible, covered by a spouse at his/her place of employment by a health benefit package at least equal in benefits to the district's and the cost no more than the district's, will not be eligible to participate in the district health plan.

#### Article 9 ACCUMULATIVE LEAVE BENEFITS

- 9.1 ACCUMULATIVE LEAVE - Covers both sick leave and paid personal leave days. Accumulative leave for employees having a regular appointment shall accrue at the rate of 2 days per month to a maximum of 220 days. No leave credits will be earned for an employee who is on unpaid leave for more than 50% of the working days in any month.
- 9.2 PERSONAL DAYS AND PERSONAL NEED DAYS - An employee with a regular appointment shall be eligible for two personal leave days and two personal need leave days per year. These days may not be used immediately before or after a recess or holiday, or a standardized test day, except in cases of proven serious illness in the employee's immediate family or such other reasons as approved by the Superintendent or his/her designee.
- 9.2.1 PERSONAL DAYS - Personal leave days will be granted automatically for the employee's personal business, provided he submits a written request to his immediate supervisor at least three days in advance when possible.
- 9.2.2 PERSONAL NEED DAYS - Personal need days do not require prior approval and may be used for the following matters of a pressing and immediate nature, which cannot be taken care of during non-school time:
- Serious illness of the employee's family, i.e. an employee's parent, spouse, child, brother or sister;
  - Observance of religious holiday by employee;
  - Court appearance (other than as a defendant); or
  - Such other reasons approved by the Superintendent
- 9.2.3 Unused personal leave days shall be added to the employee's accumulated sick leave, subject to the maximum accrual.

9.3 PARTIAL DAY ABSENCES - Any employee who completes ½ day and leaves due to illness will be charged ½ day against accumulative leave. If an employee works more than ¾ of the day and leaves because of illness it will be up to the immediate supervisor to determine whether there will be any charge against accumulative leave. In no instance will the employee be allowed to fulfill appointments for medical care without a charge to accumulative leave.

9.4 EXTENDED SICK LEAVE - Special sick leave with half pay may be granted by the Superintendent up to the maximum of six months to an employee who has: (1) been continuously employed by the District for three years, (2) exhausted his/her accumulated sick leave, (3) made application in writing to the Assistant Superintendent for Human Resources for use of days, (4) has an attendance pattern that supports the concept of sick leave as a benefit used only as necessary.

The guideline for the number of days that may be granted at any one time will be based on one-half of the employee's number of accumulated sick leave days consecutively used to depletion. This guideline is not restrictive and may be increased or decreased as factors of length of service and the nature of illness, or recurring illness are considered.

9.5 WORKERS' COMPENSATION LEAVE - When an employee is absent for reasons covered by Workers' Compensation, such absence shall be treated as paid sick leave, chargeable against the employee's accumulated sick leave, to the extent accumulated. However, this charge against the employee's sick leave will be reduced proportionately by the amount of any Workers' Compensation payment received by the employee and paid over to the District by the employee or an insurance carrier. Prior to his return to work following an absence covered by Workers' Compensation, an employee must submit a statement from a physician stating that he is able to perform his normal duties.

9.6 VERIFICATION OF ABSENCES - In cases of absence of three (3) or more consecutive days, the Assistant Superintendent for Human Resources may require the employee to furnish a certificate issued by the employee's physician or school physician indicating the inability of the employee to perform his duties for the period for which sick leave was taken.

9.7 ANNUAL NOTIFICATION OF SICK DAYS - Not later than November 1 of each school year each employee will be notified of the number of paid leave days accumulated.

#### Article 10 OTHER LEAVE BENEFITS

10.1 BEREAVEMENT - Each employee who has been granted a regular appointment shall be eligible for up to 5 days' paid leave per occurrence of death in the employee's immediate family, and up to 3 days' paid leave per occurrence of death of the immediate family of a household member. For purposes of this provision, the employee's immediate family is defined as spouse, or a person not otherwise enumerated in this section who resides in the household and with whom a familial relationship exists, child, step-child, parent, step-parent, sibling, step-sibling, or member of the immediate household. Three (3) bereavement days may be used for death of grandparent, grandchild, parent-in-law, and brother/sister-in-law. Generally, bereavement days are to be used on consecutive workdays. However, they may be used on non-consecutive workdays in the event of a delayed memorial service and/or final disposition of the remains. Personal Need days may be used for deaths of other relatives or friends.

10.2 JURY DUTY - An employee required to perform jury duty in any local, state or federal court will be granted leave of absence without loss of pay, based on the employee's normal schedule exclusive of overtime, provided he surrenders to the District all fees which he is paid for such duty, and provided further he reports to work during his regularly scheduled hours when he is not required to perform jury duty.

10.3 CHILD CARE LEAVE - An employee shall be entitled to a child care leave without pay for an infant (up to two years of age) or an adopted child (pre-school age). The employee will submit a letter requesting an unpaid leave as soon as possible but not later than thirty (30) school days prior to the date the employee desires the leave to begin. The employee should indicate the date the leave will end. Childcare leave will not exceed one year.

In accordance with law, an employee may use accumulated sick leave for the period of disability as verified by the attending physician. The sick leave will end as soon as the disability has ended or the employee is able to return to work. Normally this period of time is six weeks after the birth of the child.

In case of adoption when the employee is notified of the effective date less than thirty (30) school days, the written request for unpaid leave will be submitted as soon as possible. In cases of adoption, the leave will commence with the placement of the child in the home. Where the child being adopted is located outside of the United States, the adoption leave shall commence on the date travel is required to secure custody of the child.

If the employee so desires, and it is agreeable to the District, the employee may return at any time prior to the expiration of the childcare leave.

10.4 UNPAID LEAVE OF ABSENCE - An employee may be granted a leave of absence for personal reasons by the Board of Education for a period of up to one year. To be eligible for a leave of absence for personal reasons other than medical, the employee must have completed three years of continuous service in the District. Such leave of absence is granted without pay. During a leave of absence under this paragraph, the employee may continue to participate in the District's Health Insurance Plan, provided there is no interruption in coverage, by paying the full cost of his coverage to said plan.

#### Article 11                    EMERGENCY SCHOOL CLOSING

11.1 EMERGENCY SCHOOL CLOSING - In any school year, full time clerical employees who work the first two (2) days that all buildings in the system are closed for emergency reasons such as flooding conditions, heavy snowfall, wind chill factor, etc. will receive compensatory time to be used in accordance with the provisions of vacation time. It is expected that clerical personnel will work on subsequent emergency school closing days, if possible, unless there is a travel ban. If the clerical employee is not able to work on subsequent emergency closing days he may use personal or vacation time to cover the loss of earnings. Part time employees will be compensated only for time actually worked on such day(s). Part time employees who have been granted a regular appointment may utilize remaining Personal Leave Days (9.2) during an emergency school closing.

The language of section 11.1 shall remain as stated in the 2005 2009 Agreement; however, effective June 30, 2014, Section 11.1 is amended to read as follows:

- 11.1 EMERGENCY SCHOOL CLOSING It is expected that clerical personnel will work on emergency school closing days, if possible, unless there is a travel ban. If the clerical employee is not able to work on emergency closing days he/she may use personal or vacation time to cover the absence on that day. Part time employees will be compensated only for time actually worked on such day(s). Part time employees who have been granted a regular appointment may utilize remaining Personal Leave Days (9.2) during an emergency school closing.

Article 12 HOLIDAYS

- 12.1 HOLIDAYS: FULL-TIME EMPLOYEES - The following paid holidays are in effect for all full time employees.

Independence Day	Christmas Day
Labor Day	½ Day - New Year's Eve
Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	Patriots' Day
Day after Thanksgiving	Good Friday
Christmas Eve	Easter Monday
Memorial Day	

- 12.2 HOLIDAYS: PART-TIME EMPLOYEES - The following paid holidays are in effect for all part-time employees.

Thanksgiving Day	Easter Monday
Christmas Day	Memorial Day
New Year's Day	Veterans' Day
Good Friday	

- 12.3 HOLIDAY REPLACEMENT - If, for any reason, schools are open on any of the above holidays, that day will not be a holiday as part of this agreement but the employee will be entitled to another day off, with pay, in accordance with the manner in which vacation time is taken.



Article 13

VACATIONS

13.1 VACATION 12 MONTH EMPLOYEES - The vacation schedule for full-time 12-month employees is found below. Part-time 12 month employees shall receive prorated vacation based on the same schedule.

Years of Service  
Continuously Completed

By July 1	Days Vacation
1 - 4	10
5	11
6	12
7	13
8	14
9	15
10	16
11	17
12	18
13	19
14	20
18	22

13.1.1 If a competitive class employee who is not eligible for vacation encumbers a 12-month position, he will receive credit for all prior years of continuous district service within the competitive class.

13.1.2 Vacation Scheduling - Vacation benefits earned during one fiscal year should be used during the subsequent school year. Earned vacation not used in a year following its accumulation may not be saved for later use, nor will compensation be made in lieu thereof. However, with extenuating circumstances, the supervisor may approve up to five (5) days earned vacation to be used the following July and/or August. New employees will be entitled to a partial vacation based on one day of vacation for each month of service prior to July 1.

Article 14

RETIREMENT PLANS

14.1 UNUSED SICK LEAVE The District will provide option 413 to the current retirement plan. This plan applies unused sick leave as additional service credit upon retirement. Allowable sick leave is limited to 165 days. This time cannot be used to qualify a member for a benefit.

Article 15

CONDITIONS OF EMPLOYMENT

15.1 FILLING VACANCIES - The District will post announcements of new job titles and permanent openings in existing job titles, which the District has decided to fill, for a period of eight working days prior to filling the job. During that 8-day period, any employee who desires to be promoted to the announced job shall apply therefore in writing to the Assistant Superintendent for Human Resources. In filling announced jobs, the District will give consideration to qualified employees who have so applied before filling the job from the recall list (if one exists) or from

the outside, in that order. Member applicants will be notified of the disposition of the applied for position. Nothing in this paragraph will prevent the District from filling a vacancy on a temporary basis during the posting period.

15.2 SUMMER AND RECESS SCHEDULE - The summer/recess schedule (32.5 hours/week) is in effect for all full time employees scheduled to work during recess, except computer support assistants. July 1<sup>st</sup> is the start of the summer schedule for all full time employees. The regular (35-hour) workweek will resume on the Monday of the week prior to the first day of student attendance.

15.3 LUNCH AND BREAK TIME - Full time clerical employees and educational aides who work 35 hours per week have a daily schedule of seven hours exclusive of lunch but inclusive of break time. The unpaid lunch period is scheduled for 30 minutes. The break is scheduled in the morning for 15 minutes.

Educational aides and clerical employees who work four hours or more per day will be entitled to a 15-minute paid break. Anyone scheduled to work through the lunch period may be required to take a 30 minute unpaid lunch break.

Educational aides and clerical employees who work less than four hours per day are not entitled to a paid break. If a break is taken, it is unpaid and added to the scheduled work time.

15.4 EMPLOYEE LIABILITY PROTECTION - The District will continue to provide insurance coverage for all employees, to include coverage against claims for negligence, assault, slander, invasion of privacy, and other such claims for personal injury. An employee, however, in order to receive this protection, is required to deliver the original or a copy of any summons, complaint, process, notice or other papers received as soon as possible and not later than ten days after service upon the employee.

15.5 PERSONNEL FILES - An employee may review his personnel file (excluding confidential employment references) at any time, upon reasonable request to the Assistant Superintendent for Human Resources. An employee will be notified when derogatory material is placed in his personnel file. An employee will have the right to submit a written rebuttal or explanation to any item in his file.

15.6 EMPLOYEE EVALUATION - Probationary employees will receive three evaluations prior to the end of their probation. Permanent employees will be evaluated annually. Written performance evaluations will be reviewed with the employee evaluated and, at the conclusion of this review, the employee will acknowledge that he had the opportunity to review the evaluation by affixing his signature to the copy to be filed. Signature of the employee on the written evaluation performance does not necessarily mean agreement with the evaluation. A copy of each such evaluation will be given the employee.

15.7 SUSPENSION/DISMISSAL - Any non-competitive employee with over one year service who is recommended for dismissal will, prior to dismissal, be given an opportunity, with a representative of the Association present, if the employee desires, to present his position on the

dismissal to the Assistant Superintendent for Human Resources. This will not preclude temporary suspension pending this meeting, and the employee will be informed in writing of any action to be taken.

15.8 NO SMOKING - It is agreed that no member of the unit will be allowed to smoke in school buildings or on school grounds whether owned or leased by the District.

15.9 SENIORITY, LAYOFF AND RECALL

15.9.1 SENIORITY BY TITLE - For the purposes of this article, the Civil Service Titles shall be:

- Clerical (Governed by Rules and Regulations Pertaining to the Civil Service Competitive Class, by title and not discussed in this article).
- Educational Aides - Non-Competitive.
- Monitors - Non-competitive.
- Nineteen (19) hour Clerical - Non-competitive Clerical Positions

15.9.2 DISTRICT SENIORITY - The phrase "District Seniority" shall mean the period of continuous service within a Civil Service Title during which a unit member serves in the District. It will be calculated beginning with the effective date on which the employee begins employment (permanent appointment) in the District and ending with the date on which an employee's service is terminated (whether by resignation, discharge, abandonment of position or retirement). If an employee has simultaneous assignments in both aide and monitor titles he shall accrue seniority in both titles.

15.9.3 CONTINUOUS SERVICE AND SENIORITY

15.9.3.1 Probationary Period - An employee shall not acquire seniority credit until probation is satisfactorily completed. However, once the employee receives a permanent appointment, the seniority date shall be dated back to the effective date of hire. For purposes of layoff and recall of two or more probationary employees, the District shall have the sole discretion to determine which probationary employee is laid off or recalled. The probationary period is twenty-six (26) consecutive workweeks from the date of appointment.

15.9.3.2 Resignation - If an employee resigns his position and is subsequently rehired by the District more than six (6) months following the resignation, the employee begins to accrue seniority credit based upon his most recent date of appointment by the Board of Education.

15.9.3.3 Unpaid leaves, which go beyond a full work year, will be considered a break in continuous service and seniority will be calculated from the date when the employee returns from said leave.

**Personal Leave of Absence Including Child Care** - If an employee is on an unpaid personal leave of absence up to, but not to exceed one full work year, the employee will not receive seniority credit for the period of scheduled work days, including paid holidays, for the period the leave was taken.

**X-Day** - An X-day shall be defined as a regularly scheduled workday when an employee requests and receives prior approval from the Assistant Superintendent for Human Resources not to report to work. An employee shall not be paid for an X-day. Furthermore, an X-day will not be counted toward an employee's seniority.

**N-Day** - An N-day shall be defined as a day when the District is conducting business but an employee is not scheduled to work. The employee is not paid but an N-day will be used in the calculation of seniority.

**Discipline/Suspension** - If an employee is on an unpaid disciplinary suspension, the time that the employee spends on suspension will not be credited towards his seniority.

**Layoff** - If an employee is laid off and later recalled to work in accordance with paragraph 15.9.6, the period that the employee was on layoff shall not be credited toward seniority.

15.9.3.4 **Breaking Seniority Ties** - When two (2) or more non-competitive employees have the same seniority the tie will be broken by order of Board appointment to the District, according to official Board of Education minutes. If still equal, the tie will be broken by a coin flip.

15.9.3.5 **Non-Deduct Days** - The use of the following leave days will not result in loss of seniority or be considered an interruption of continuous service:

- Bereavement
- Emergency Closing Day(s)
- Jury Duty
- Paid Sick Leave
- Worker's Compensation Leave (as approved by the Worker's Compensation Board)
- Personal Need Days
- Personal Leave Days
- Family Illness Days
- Vacation Days (twelve month employees)
- Days Granted in Accordance with the Family and Medical Leave Act

15.9.3.6 Year of Service - A year of service for bargaining unit employees will be of equal value. (Examples: Employees who start after September 1 will have their year begin on their effective date of hire and continue for one year (November 1 to November 1). A ten (10) month employee who takes an unpaid leave from June 1 to September 30 would lose two (2) months of seniority.)

15.9.4 SENIORITY LISTS - The District will publish on an annual basis, four (4) seniority lists, one for non-competitive clerical, one unofficial list for competitive clerical (an official list is provided by Erie County Department of Civil Service upon an actual layoff in this job classification), one for educational aides, and one for monitors showing the employee's name, title, and date of hire (as adjusted for days seniority which will not accrue). Board of Education meeting minutes and official attendance records maintained in the Human Resources office will be used to prepare these lists. The District will provide said lists to the Association President no later than October 15 of each year. The Association President will bring any discrepancies to the District's attention by November 15. The District will review the noted discrepancies, make any appropriate correction, and provide a revised copy to the Association President no later than December 15 of each year.

15.9.5 LAY OFF - Layoff of aides, monitors and "19-hour" Clerk Typists will occur under the following procedures:

15.9.5.1 Prior Notice - In the event of a layoff, the affected employees shall normally be given a four-week written notice prior to being removed from the payroll or the resumption of a new work year. This notice shall not be required in instances where the student to whom an aide is assigned abruptly leaves the school or is reclassified.

15.9.5.2 Monitors and Educational Aides - The layoff procedure will be implemented when a reduction in the allocation of aide or monitor hours is reduced. The least senior persons in the job classification will be laid off until the allocated number of hours is achieved. The District seniority list will be used for this purpose.

15.9.5.3 "19-Hour Clerk Typists" - In the event that a position is discontinued, then the least senior (using the District seniority list) "19-hour clerk typist" shall be the first affected. The employee in the discontinued position shall have the right to "bump" the least senior "19-hour clerk typist" (if one exists) in the District. In the case of multiple layoffs, where two or more employees are to be laid off, the affected employee with the greatest District seniority will have preference over less senior affected employees in exercising bumping rights.

15.9.6 RECALL - Vacancies will be posted in accordance with paragraph 15.1 of this Agreement. Consideration will be given to qualified, internal applicants prior to the recall of laid off employees. Recall of aides, monitors, and "19-hour clerk typists" will occur under the following procedures.

15.9.6.1 Recall List - An employee who has been laid off shall be placed on a recall list in order of seniority for Civil Service Title that he held at the time of lay off for a period of one year. If an employee remains on the recall list for a period in excess of one year, he shall be regarded as having resigned at the end of the one-year period.

Notification - A laid-off employee who is being recalled will receive a letter sent to the employee's last known address. The employee must respond in writing to the recall letter. Such a response must be delivered (via mail, FAX or in person) to Human Resources within seven business days of the date the recall letter was sent. Failure to respond in a timely fashion shall be considered a refusal. An employee may refuse recall one time before forfeiting his recall rights and being removed from the recall list, and he shall be regarded as having resigned upon a second refusal.

15.9.6.2 Salary - An employee recalled to a position shall be placed on the step he was entitled to at the time of layoff.

15.9.6.3 Recall Rights - Monitors and Educational Aides - will be recalled to any vacancy within their Job Classification unit based upon the order of District seniority.

"19-Hour Clerk Typists" - will be recalled to vacancies within their Job Classification unit based upon the order of District seniority.

## Article 16 GRIEVANCE PROCEDURE

### 16.1 GENERAL MATTERS

16.1.1 PURPOSE - The purpose of this procedure is to secure, at the lowest practicable level, solutions to grievances which may, from time to time, arise. The handling of grievances at each level shall be kept as informal as practicable.

16.1.2 WAIVER FOR OTHER REMEDIES - The utilization of any step of this grievance procedure by any person, or the Association, shall constitute a waiver by such person or the Association (on its own behalf and on behalf of all persons aggrieved) or both (as the case may be) of his and its rights, if any, to pursue any other remedy before any court, administrator, or administrative agency.

16.1.3 GRIEVANCE DEFINITION - A "grievance" is any claim that a provision or provisions of this Agreement have been violated.

- 16.1.4 TIME LIMIT RULES - Time limits set forth in this Grievance Procedure shall be strictly adhere to by all parties and persons. Any grievance not initiated or taken to the next step within these time limits will be considered settled on the basis of the last answer by the District if the grievant does not move to the next step within the time limits. If the District fails to answer a grievance within the time limit set forth herein, the grievant may move the grievance to the next step as though the grievance has been answered on the last day of the time limit period. Time limits may be extended by mutual written agreement of the District and the aggrieved employee or his representative. Consent to such an extension shall not be unreasonably withheld.
- 16.1.5 FREEDOM TO GRIEVE - Participation by any person or party in the handling of a grievance shall be free from interference, coercion, restraint, discrimination or reprisal by the District and by the Association
- 16.1.6 REPRESENTATION - An aggrieved employee may represent himself at any level of the grievance procedure or he may be represented by an Association representative. Nothing contained in this paragraph shall be construed as limiting the right of any aggrieved employee to have his grievance adjusted informally without the intervention of the Association or any representative.
- 16.1.7 ASSOCIATION GRIEVANCE - Any employee may file a grievance on his own behalf. The Association may file a grievance on behalf of an aggrieved employee so long as the aggrieved employee assents by affixing his signature on the grievance form. The Association may file a grievance on behalf of a group of employees so long as two or more of the aggrieved employees assent by affixing their signatures on the grievance form.
- 16.2 INFORMAL PROCEDURE - Before submitting a grievance at Step 1, an aggrieved employee must discuss his problem with his lowest level supervisor who is outside the negotiating unit ("immediate supervisor") in an attempt to resolve the matter informally. The employee shall initiate the discussion by clearly stating to the immediate supervisor that the discussion is a grievance. To be considered a proper grievance the informal procedure must be initiated within twenty (20) workdays of the date of occurrence out of which the grievance arose.
- 16.3 FORMAL PROCEDURE
- 16.3.1 STEP 1- If the matter is not resolved informally, a grievant or the Association President on behalf of any unit member(s) may submit a written grievance, which must be on the form shown in Appendix A of this Agreement, to his immediate supervisor, provided he does so not later than the twentieth (20<sup>th</sup>) work day after the date of the discussion of the informal grievance. A meeting between the grievant and the immediate supervisor shall be held to discuss the grievance. The immediate supervisor shall give a written answer to the grievant and the Association President not later than the tenth (10<sup>th</sup>) workday after the day of the step 1 grievance meeting.

16.3.2 STEP 2 - If the grievant/Association President is not satisfied with the answer at Step 1, the grievant/Association President may appeal in writing to the Assistant Superintendent for Human Resources, providing he does so within twenty (20) school days of the day on which the Step 1 answer was received. The Assistant Superintendent for Human Resources and/or his delegate will meet with the grievant/Association President and his representative, if any, not later than the tenth (10<sup>th</sup>) day after the day on which the written grievance was presented to him. Not later than the tenth (10<sup>th</sup>) school day after the day on which that meeting takes place, the Assistant Superintendent for Human Resources shall present the grievant and his representative, if any, and the Association President his written decision on the grievance.

Grievances involving all or substantially all the employees in the negotiating unit require only the Association President's signature, and may be presented by the Association directly at Step 2.

16.3.3 STEP 3 - If the grievant/Association President is not satisfied with the answer at Step 2, the grievant/Association President may appeal in writing to the Superintendent, providing he does so not later than the tenth (10<sup>th</sup>) school day on which Step 2 answer was received. The Superintendent (or his designee) will meet with the employee and his representative, if any, not later than the tenth (10<sup>th</sup>) school day after the day on which the appeal was presented to him. Not later than the tenth (10<sup>th</sup>) school day after the day on which that meeting takes place, the Superintendent or his designee shall present the grievant and his representative, if any, his written decision on the grievance. A copy of the decision will be given to the Association President.

16.3.4 STEP 4 - ARBITRATION - If the Association is not satisfied with the decision at Step 3, it may submit the grievance to arbitration within 20 days of receipt of the decision at Step 3.

To submit such a grievance to arbitration, the Association shall send a letter to the American Arbitration Association (AAA) and a copy to the Superintendent. The letter shall specifically identify the grievance to be submitted and shall request AAA to send to the Association and to the Superintendent a list of the name of 15 arbitrators. Within ten (10) school days of the day on which it received its copy of the list, each party will return its copy to the AAA with all names which are unacceptable to it crossed off and the remaining names numbered in order of the party's preference. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties, the AAA shall send each party a second list of 15 names and the foregoing procedure will be followed with respect to that list. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties from the second list the AAA will name the arbitrator.

The arbitrator's decision shall be final and binding upon all parties and the employees.

16.4 ARBITRATOR'S LIMITATIONS - The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement or 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's decision and award shall be issued within ten (10) calendar days after the hearing is closed by the arbitrator.



16.5 SHARED COST FOR ARBITRATOR - One half the fee and expenses of the arbitrator shall be paid by the District and one half by the Association. If a transcript or tape is kept by either party it shall be made available to the other party (if so requested) at cost. All other expenses incidental to the arbitration, including those of witnesses, will be paid by the party, which incurred them.

Article 17 DURATION OF THE AGREEMENT

17.1 DURATION - The term of this Agreement begins at 12:01 a.m. on July 1, 2009 and ends at midnight on June 30, 2014.

Article 18 SIGNATURE OF THE PARTIES

18.1 SUBSCRIPTION - IN WITNESS WHEREOF, the parties have subscribed this Agreement:

ASSOCIATION

Karen A. Baber  
President, WAERP

Donald Fox  
Chief Negotiator

Barbara A. Weiss  
Past President, Team Member

Belinda Paul Hines  
Team Member

Jean Ludwig  
Team Member

Sharon A. Feep  
Team Member

Theresa A. Hession  
Team Member

Mary Giordano  
Team Member

Hinda Herman  
Team Member

Patricia A. Davis  
Team Member

Theresa Fischer  
Team Member

SCHOOL DISTRICT

Scott McCall  
Superintendent

[Signature]  
Chief Negotiator

[Signature]  
Team Member

Valerie Koppin  
Team Member

Date Signed: 10/31/12

APPENDIX A

GRIEVANCE FORM

Note: Fill out in duplicate. Give one copy to Immediate Supervisor and retain one copy.

IO. (Immediate Supervisor's Name) \_\_\_\_\_

Grievant's Name\*: \_\_\_\_\_

Building: \_\_\_\_\_

Job Title: \_\_\_\_\_

(1) What action did the District take or fail to take that the grievant is complaining of?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) When did this act or failure to act occur? \_\_\_\_\_  
\_\_\_\_\_

(3) What provision(s) of the Agreement did this act or failure to act violate? \_\_\_\_\_  
\_\_\_\_\_

(4) What action does the grievant want the District to take to correct the situation? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grievant's signature\*: \_\_\_\_\_

Date Grievance submitted: \_\_\_\_\_

APPENDIX B  
SALARY SCHEDULES

12 MONTH SENIOR ACCOUNT CLERK/PRINCIPAL STENOGRAPHER - PAYROLL CLERK	\$31,323
12 MONTH SENIOR CLERK STENOGRAPHER/ PHOTOTYPSETTER - MACHINE OPERATOR/PRINTER	\$29,914
PART-TIME HOURLY CLERK TYPIST/COPY MACHINE OPERATOR - ACCOUNT CLERK/CLERK	\$11.92
12-MONTH SENIOR ACCOUNT CLERK/ACCOUNT CLERK TYPIST - SENIOR CLERK TYPIST/PERSONNEL CLERK	\$28,504
10-MONTH EDUCATION AIDE FT	\$20,459
11- MONTH SENIOR CLERK STENOGRAPHER PHOTOTYPSETTER MACHINE OPERATOR	\$27,407
10-MONTH SENIOR CLERK STENO/PHOTOTYPSETTER MACHINE OPERATOR	\$23,961
12-MONTH CLERK TYPIST/SENIOR CLERK COPY MACHINE OPERATOR	\$28,021
HOURLY CLERK TYPIST RATE SENIOR CLERK/COPY MACHINE OPERATOR	\$15.57
11-MONTH CLERK TYPIST	\$25,769
PART-TIME HOURLY SENIOR ACCOUNT CLERK PRINCIPAL STENOGRAPHER/PAYROLL CLERK	\$15.64
PART-TIME HOURLY EDUCATION AIDE	\$10.61
10-MONTH CLERK TYPIST	\$23,433
COMPUTER SUPPORT ASSISTANT	\$15.63