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Webster Central School District And
Webster Educational Leadership Assn

COLLECTIVE BARGAINING AGREEMENT

By and Between

The Superintendent of Schools

of the

WEBSTER CENTRAL SCHOOL DISTRICT

and

WEBSTER EDUCATIONAL LEADERSHIP ASSOCIATION

July 1, 2001 - June 30, 2005

RECEIVED

DEC 01 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Webster Central Schools
Webster, New York 14580

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Preamble

In order to effectuate the policy of Article 14, Section 200, of the New York State Civil Service Law (The Public Employees' Fair Employment Act), this Agreement is entered into between the Webster Educational Leadership Association (hereinafter referred to as "WELA") and the Superintendent of Schools of the Webster Central School District, Chief Executive Officer of the District (hereinafter referred to as the "Superintendent").

Acknowledgments

Section I

The Board of Education of the Webster Central School District is the legislative body of the School District (hereinafter referred to as the "Board").

Section II

The Webster Central School District (hereinafter referred to as the "District") has its administrative offices located in the E. W. Spry Building on 119 South Avenue, Webster, New York.

Section III

WELA's office is located at the building of the President of WELA.

Section IV

WELA represents the Administrative Unit (hereinafter sometimes referred to as the "Unit") consisting of those District employees filling the following positions: Building Principal (Elementary, Middle and High School); Assistant Principal;; Curriculum Supervisor; Supervisor of Attendance; Coordinator of Data Management and Information Processing; Manager of Food Services; Manager of Maintenance Services; Manager of Custodial and Security Services; Manager of Transportation;; Special Education Supervisor,.

Management Rights and Mid-Term Negotiations

To the extent not specifically limited herein, the District retains all authority, rights and powers granted by law. Except as otherwise provided herein, WELA hereby waives the right to require negotiation or re-negotiation of any term or condition of employment, whether contained in this Agreement or not, during the term of this Agreement; such waiver shall have no effect, however, on WELA's right to demand negotiations on any or all terms or conditions of employment in the process of negotiating a successor to this Agreement.

Recognition

The Board recognizes WELA as the exclusive representative organization of the Unit and extends the rights accompanying such recognition as specified in Section 208 of the Civil Service Law under Sub-paragraphs 1 and 2.

Right to Strike

WELA affirms that it does not have the right to strike, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in any such strike.

1.0 Working Conditions

Each member covered by this Agreement shall perform the duties outlined for the position in the Job Description that appears in the District Regulations. No change shall be made in any such job description for members of the Unit without consultation with WELA at least thirty (30) days before the effective date of the change. However, WELA consent to such changes is not required.

No change will be made in the length of the work year for Unit members without the written consent of WELA.

The work year for 11-month positions will consist of the time from September 1 - June 30, inclusive, plus 20 days during July and August, as agreed upon between the Unit member and his/her immediate superior. Eleven-month Unit members do not earn vacation time; however, they are not required to work during school-year recesses scheduled for the instructional staff.

1.5 Absence Benefits

Section I - Personal Illness

A. Sick Leave Credit

Sick leave will be credited at the rate of ten (10), eleven (11), or twelve (12) days per year for 10, 11, and 12-month Unit members respectively, during the first ten years of employment with the District and twenty (20), twenty-two (22) and twenty-four (24) days per year respectively, for 10, 11, and 12-month Unit members after the 10th year of employment. A new Unit member will not be credited with sick leave until reporting for duty during the school year. Sick leave may be accumulated up to 200, 220, and 240 days, respectively, for 10, 11, and 12 month Unit members.

Unit members hired during the school year will be credited with one (1) day of sick leave for each remaining month in the school year in which they are employed.

B. Sick Leave Credit Upon Leave of Absence

If a Unit member is given a leave of absence under which no benefits are earned or available, the accumulated balance of personal illness days available at the effective date of the leave will be credited upon return to active duty.

Section II - Illness in Family

Upon approval of the Superintendent, five (5) school days' absence per year with pay may be allowed in case of illness in the immediate family or household, or for unusual circumstances brought about by such illness. These days are not cumulative and are separate from all other allowances. Immediate family is defined to mean spouse, child, father, mother, sister, brother, and same relatives-in-law, or persons whose relationship is such that they could be construed to be members of the immediate family. Household is defined to mean a relative whose residence is in the Unit member's home.

Section III - Death in Family

Upon approval of the Superintendent, five (5) school days' absence with pay may be allowed in the event of death in the immediate family. Immediate family shall include the individuals mentioned in Section II and shall include grandparents and grandchildren.

Two (2) school days' absence with pay may be allowed in the event of the death of an aunt, uncle, niece or nephew.

Section IV - Days for Emergencies or Urgent Business

Days with pay shall be available to all Unit members if the administrator is required to attend to emergencies or other urgent business which cannot be transacted outside of school hours and which is not covered elsewhere in the leave policy. A maximum of two (2) days per year will be allowed, notification to be submitted to the Superintendent, in writing, at least 48 hours in advance whenever possible. A specific reason shall not be required. These days are not cumulative and are separate from all other allowances.

For those whose religious obligations must be met by attendance during working hours, up to two (2) additional days may be granted at the discretion of the Superintendent. These are to be full days only if the observance is a full-day observance.

Section V - Conference or Workshop Absence

No deduction from salary will be made for attendance at conferences and workshops for which attendance has been approved in advance by the Superintendent, and where an absence form is submitted. Conference attendance, with a deduction from salary, may be granted with prior approval of the Superintendent.

Section VI - Accidents

In the event of a disability which is determined to be covered by Workers' Compensation, the District will pay the Unit member his/her full salary for up to one year from the date of the disability. The Unit member will pay to the District the amount of any Workers' Compensation wage reimbursement which he/she received for absence occurring during this one-year period.

Absences hereunder during this one-year period shall not be charged against the disabled Unit member's entitlement under any sick leave provision contained in 1.5 *Absence Benefits*, Section I. If the Unit member remains disabled after this one-year period, he/she may use any available sick leave under 1.5, Section I, but 3.0 Long Term Disability Income Plan will not be available.

Section VII - Citizenship and Legal Obligations

- A. A Unit member required to appear before a court or other tribunal, not at the request of the district, as a party or a witness, may use any available Emergency or Urgent Business days. All other days will be deducted.
- B. No deduction will be made for required jury duty. The Unit member shall refund to the District the amount of any per diem allowance paid by the government; the Unit member shall retain any mileage payments made.

Section VIII - Termination of Employment

Sick leave and accumulated sick leave reserve will be canceled upon termination of employment.

Section IX - Proof of Illness

Webster Central School may require the statement of a qualified doctor of medicine as a condition of granting leave.

Section X - Explanation of Salary Deductions

When salary deductions are necessary, they will be made according to the following schedule:

- 10 month personnel - 1/200th of annual salary
- 11 month personnel - 1/220th of annual salary
- 12 month personnel - 1/240th of annual salary

When half days are on the school calendar, a full day of leave will be charged, or if a pay deduction is required, a full day's pay will be deducted.

Section XI - Paid Holidays

Unit members whose work year is twelve months are entitled to the following paid holidays:

- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Recess
- December 25
- New Year's Day
- Martin Luther King, Jr. Day
- Good Friday
- Memorial Day Recess
- Two (2) Floating Holidays (determined annually between the Superintendent and President of WELA)

The Association and the District will discuss unusual recess circumstances created by the school calendar.

Section XII - Paid Vacation

Unit members are entitled to vacation time based on continuous service within the District according to the following:

- A. Years 1 - 4 20 Days (pro-rated in Year 1)
- Years 5 - 7 22 Days
- Years 8 - 14 25 Days
- Years 15 and Over 30 Days

Vacation carryover time is not cumulative except as allowed by Section 4.3 of this Agreement

- B. At completion of the fifth, tenth, fifteenth and twentieth year of administrative service in the District, the twelve-month Unit member shall be granted one (1) additional week of vacation time above the normal schedule for that year only. This paragraph sunsets on June 30, 2005.
- C. Each member, at his/her discretion has the right to be compensated once per year for annual vacation days as per the schedule below. The payment of these days will be made in a payroll within 30 days following the return of the form requesting compensation.

<u>District Experience</u>	<u>Compensated Vacation Days</u>
1 - 7	4.5
8 or more years	5.5

- D. Vacations days will be scheduled, subject to the approval of the Superintendent, prior to the start of the fiscal year.
- E. Vacation can be taken, in part, during the winter, February or spring school recess (or during the summer recess), but actual dates will be subject to the needs of the District and the approval of the Superintendent.
- F. When a Unit member on the twelve-month schedule attends approved classes that require him/her to be absent for a day or longer, time spent away from the job will be deducted from vacation allowance at a ratio of 1/2 day vacation time for each day away. A similar formula, to be agreed upon between the Superintendent and the participant, is to be used when less than a full day's absence is involved.
- G. When a Unit member is required by the Superintendent to attend a conference, workshop, class or institute no vacation time or pay will be deducted.
- H. When exception to letter E above is desired (vacation time other than summer, winter, February or spring), request shall be made to the Superintendent at least one month before the desired vacation time.
- I. Final decision on all conflicts or exceptions shall be made solely by the Superintendent and is not subject to the grievance procedure.
- J. A record of vacation allowance balances will be kept in the district office.
- K. Procedural Clarifiers

Procedures for requesting vacation may be established from time to time by the Superintendent. The following explanation is intended to cover the usual circumstances which surround such requests.

1. Any time school is in session, the Superintendent's approval for any time off is required. In his/her absence, the Assistant Superintendent for Curriculum and Instruction may approve vacations.
2. For vacation requests of less than three consecutive workdays when school is not in session and specific time has not been set aside (such as administrative workshops or teacher orientation), the Unit member should contact his/her immediate supervisor at least one day in advance to request approval.

3. All Unit members must fill out a Regular Absence Report Card, either immediately before or after taking any vacation days and submit it to the immediate supervisor for signature. After signing, the cards must be forwarded to the District Attendance Office.

4. Administrators assigned to specific buildings should have all absences (including vacation days) reported on the daily absence report that is sent to the DAO. Central Office administrators, curriculum supervisors, co-ordinators, and managers who are not building affiliated are not to be included in this report but must complete the appropriate attendance card and submit it to their immediate superordinate.

5. Any Unit members who come to work (for the district) on days that were originally approved as vacation days must notify the Superintendent's office of their presence in the district. Adjustments will be made, and another day can be requested in place of it, as in #1 and #2 above.

2.0 Salary Schedule and Cafeteria Plan

Unit member salaries are as specified below for the duration of this Agreement:

A.

Salary Ranges	2001-02	2002-03	2003-04	2004-05
HS Principal	85,000- 105,000	87,125- 107,625	89,300- 110,315	91530- 113,075
MS Principal	78,000- 98,000	79,950- 100,450	81,950- 102,960	84,000- 105,535
Elem Principal	72,000- 94,000	73,800- 96,350	75,645- 98,760	77,535- 101,230
Sec Asst Prin, Supervisors, Coord	62,500- 84,500	64,065- 86,615	65,665- 88,780	67,305- 91,000
Managers	52,000- 72,000	53,300- 73,800	54,635- 75,645	56,000- 77,535

B. This is a four (4) year agreement, July 1, 2001 through June 30, 2005. Each unit member will receive a 3.8% increase each year unless limited by the cap of the range. Despite the cap(s), each unit member shall receive at least 2.5% raise in each year of the contract.

C. Effective January 1, 1999, the District will provide a cafeteria plan for all unit members. The plan will provide a benefit credit valued at 90% of the total premium of Blue Choice Select and 90% of Smile Saver IV. The benefit credit value will be equal to the single medical and dental premium, for all members who are not married and have no dependent children. The benefit credit value will be equal to the family medical and dental premium, for all other members. Members choosing not to have medical and/or dental coverage through the District, will receive a benefit credit equal to the value provided for members who are unmarried and have no dependent children.

2.1 Creation of New Positions

Except as provided in Article 1.0, if, during the term of this Agreement, the Board makes a major increase or decrease in the scope of responsibilities of a position covered by this Agreement, any resulting salary adjustments for such a changed position will be negotiated between the Superintendent and WELA. Starting salary for any newly created positions that become part of the Administrative Unit will be negotiated between the Superintendent and WELA. If agreement cannot be reached, the Superintendent can establish an interim salary to be in effect until a successor agreement is negotiated. Such salary shall not be grievable.

2.2 New Appointments to Unit

Final applicants for administrative positions will be informed that, if they are hired, their benefits, salary and working conditions are spelled out in the WELA Agreement and pertinent Board Policies.

Copies of the Agreement and appropriate policies will be made available.

Initial salary will be determined through discussion between the Unit member and the Superintendent with final approval vested in the Board of Education.

2.3 Position Elimination

The District will notify any individual affected and WELA of the elimination of any position filled by a member of the Unit. This notice will be given 180 calendar days prior to elimination of the position. This provision is in no way to be construed to interfere with normal termination practices based upon factors other than position elimination.

3.0 Long-Term Disability Income Plan

All members of this administrative Unit will receive disability payment equal to 100% of their present salary (following the expiration of all full time sick leave accumulations) for one (1) year from the date of the first day of any disabling illness or injury resulting in total disability. Total disability is defined as a disability that prevents a Unit member from engaging in any and every duty of his/her occupation. This disability is to be certified by affidavit from the employee's physician and, if requested, from a physician of the School District's choice.

The District shall make available a long-term disability income protection plan to all full-time members of the Unit. The District agrees to provide payroll deduction for payment of premiums on an insurance policy approved by WELA for its members and forward said premiums to the insurance company. The cost of the insurance policy shall be borne by the employee.

The District, in conjunction with the WELA President shall annually assess the existing policy against alternative insurance carriers to assure that the Unit members receive the best coverage available for the given dollar amounts.

3.1 Life Insurance

Effective July 1, 2000, the District will provide term life insurance for each Unit member in the amount of \$100,000 until retirement or resignation from the District.

Unit members who retire from the District after the 1979-80 school year, who have completed a minimum of ten (10) years of administrative employment and who are at least 55 years of age but less than 65 years of age, shall have the term life insurance continued. The premium for this policy shall be borne by the District. At the age of 65 the face value of the retiree's policy shall be reduced to \$7500 and at age 70 coverage shall cease.

3.2 Protection in Case of Lawsuits

Sections 3023 and 3028 of the Education Law require that the Board of Education protect or defend Unit members from lawsuits or charges resulting from various acts in the discharge of their duties, and that obligation is governed by law and not by this Agreement.

In addition thereto, the District hereby agrees to defend any civil or criminal action or proceeding brought against a Unit member, and to hold the Unit member harmless from financial loss when such action or proceeding arises from any action or failure to act by the Unit member (not done in bad faith) while in the discharge of his/her duties within the scope of his/her employment, including, but not limited to completing evaluations and recommendations of students or employees.

The District shall not be subject to the duty imposed by this section unless the Unit member shall, within 10 days of the time he/she is served with a summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to the Superintendent. This provision does not apply to actions or proceedings brought against a Unit member by the District.

3.3 Health/Dental Insurance

- A. 1. The District shall provide Blue Cross/Blue Shield/Blue Million major medical coverage and Health Maintenance Organizations (HMO's) selected by the District for each Unit member.

The District may use an outside agency (such as "RASHP" or other such self-funded group) for the administration of the selected health plans.

2. Effective with the implementation of the Cafeteria Plan, the employees are responsible for 100% of the premiums of whatever insurance they elect for Health through payroll deduction.

- B. 1. The District shall provide Smile Saver IV dental coverage for each Unit member.

The District may use an outside agency (such as "RASHP" or other such self-funded group) for the administration of the selected dental plan.

2. Effective with the implementation of the Cafeteria Plan, the employees are responsible for 100% of the premiums of whatever insurance they elect for Dental through payroll deduction.

- C. The District agrees to pay 100% of the premium costs of the medical/dental insurance noted in (A) and (B) above, for those Unit members who retired prior to December 31, 1995. Effective January 1, 1996, the District agrees to pay ninety (90) percent of the premium costs for medical/dental insurance noted in (A) and (B) above. The District payment levels will apply if a Unit member at the time of

her/his retirement, is already a participating member of a plan. This coverage will be paid for providing the retired administrator has had 10 years of continuous service with the District prior to retirement, has attained the age of 55, and meets the qualifications for the New York State Teachers' Retirement System benefits.

- D. Spouses of Unit members who retire prior to July 1, 1997, will continue to receive fully-paid health/dental insurance coverage upon the death of the Unit member.

Spouses of Unit members who retire on or after July 1, 1997, will continue to receive fully paid health/dental insurance coverage upon the death of the Unit member for one year. Following the one year, the spouse has the option to continue in the plan by paying the appropriate premium.

- E. The District will establish a medical reimbursement plan in accordance with section 105 of the Internal Revenue Code. Effective January 1, 2002, the District will contribute \$650 per calendar year. The Plan Document is developed in accordance with IRS regulations.
- F. The District shall provide each Unit member the option to enroll in the Internal Revenue Code 125 Plan (FSA). The plan is designed to allow for health/dental premiums to be pre-taxed, medical reimbursement and dependent care reimbursement.

4.0 Medical Examination

It will be the policy of the District to require all Unit members to have a medical examination at their own expense prior to employment by the District. Unit members will be required to have a physical examination every three years during their employment in the District. This is to be done by the school physician or a physician of the choice of the individual member.

The District will pay for the physical examination conducted by the school physician or school-designated physician, or will allow the individual Unit member to go to a physician of his/her choice, with an amount equivalent to that expended for the school physician to be allowed against the fee of the physician of choice. The annual fee allowance will be determined by the Superintendent. Arrangements for the physicals performed by the school physician or school-designated physician must be made through the office of the Assistant Superintendent for Administration and Personnel.

The examination required by the District will include a complete physical, including appropriate x-rays, blood tests and electro-cardiograms.

A report of said examinations will be provided to the District.

4.1 Professional Improvement

The District and WELA agree that professional leaves are important to individual and District growth, and in planning the budget will provide funds to continue the program. Final disposition of such funds will be contingent upon the Board of Education's including such funds in the budget submitted for voter approval.

The District agrees to continue its Policies and Regulations regarding the granting of paid professional leaves. Professional leave applications will be evaluated by a professional leave committee for this Unit to include the Assistant Superintendent for Curriculum and Instruction, one Board of Education representative and three representatives of the Administrative Unit. All applications will be forwarded to the Superintendent. The committee report to the Superintendent will include:

Evaluation as to the appropriateness of each application,

Priority listing of the acceptable applications.

It is recognized that economic limitations of the budget may be considered as a criterion in determining whether to award such leave.

The District and WELA agree that professional growth through enrolling in college or university graduate-level courses or attending professional conferences is important to individual and District growth. The District will provide funds so that each Unit member may be reimbursed by the District in the full amount of tuition and fees for completing approved graduate courses up to but not to exceed six (6) graduate hours per school year. Any member enrolled in a graduate educational program related to his/her position (ex. Educational administration, curriculum) may request approval from the superintendent for reimbursement for up to six (6) additional graduate hours per year for two (2) years. Unit members successfully completing workshops that are not credit-bearing will also be reimbursed the tuition and fees of approved workshops. On a bi-annual basis, a Unit member may elect to attend, at District expense, one national conference, NASE or similar workshop or some other comparable gathering of professionals. This opportunity will be available during a year that the Unit member does not receive reimbursement for tuition for graduate study. Additionally, when special conferences directly related to a member's particular position or special assignment becomes available, the person may apply through the staff development office, for an additional national conference in the "off" year. Further it is expected that those attending national conferences will write and copy a report to all people in a similar or like position. Also, time will be devoted at Leadership and Cabinets to discussion of the events. A Unit member wishing to take a graduate course or workshop or attend a professional conference must receive prior approval from the Superintendent. The Superintendent reserves the right to limit funding for attendance at conferences, using as a maximum the amount of money that would be required for full tuition for a six credit-hour course at a local university.

In the summer of 2001 and each January thereafter, the WELA Executive Board, the Director of Staff Development, and the Superintendent will meet to plan administrative staff development activities for the year. This could also include recommendations regarding a mentoring program

4.2 Professional Dues

The District agrees that payment of dues to professional organizations can be made through payroll deduction. WELA will provide, by September 30th, lists of organizations, signed authorizations and sums to the Director of Business Services. Deductions will be made over a period of payroll dates to be determined jointly by WELA and the Director of Business Services. Sums deducted will be forwarded to WELA's treasurer for payment to the respective organizations.

4.3 Vacation Carry-Over

Upon approval of the Superintendent, the District will allow members of the Administrative Unit to carry-over one (1) week of their vacation from the year in which that vacation was earned to the subsequent year. In effect, a Unit member will be allowed to save one week from one year and use it in the next in order that the Unit member might have time for study or other approved activities. Carryover beyond five (5) days may be granted on an exception basis by the Superintendent of Schools.

There shall be a lump sum payment at retirement, death, termination, or at time of job elimination for any accumulation of vacation time.

Earned vacation time is received by the employee on a current basis, beginning with the first year of employment. At the beginning of the second year, earned vacation will be based on the completion of one school year. Vacation days are up-fronted for Unit members for work through the end of the school year. If an employee leaves during the school year, the vacation time received on July 1 will be pro-rated. Any necessary deductions in vacation days will be made in the final paycheck.

1. Effective July 1, 1995, Unit members will, on the first day of employment, receive vacation days for the balance of that school year on a pro-rated basis for the period July 1 to June 30.
2. Unit members who leave the District or retire prior to June 30, will receive earned vacation days for their final year on a pro-rated basis for the period July 1 to June 30.

4.4 Deposit of Salary Checks

The District agrees to provide for deposit of payroll checks in a bank of the Unit member's designation, contingent upon the District's current financial software maintaining a program to provide such service.

4.5 Retirement Incentive

- A. The District will offer any member of the Unit who is eligible to retire under the New York State Teachers Retirement Plan or New York State Employees Retirement Plan an incentive to retire.
- B. The incentive to be used will be a one-time stipend equal to \$70 for each day of accumulated sick leave, with a maximum incentive amount not to exceed \$16,800.
- C. Unit members will be offered the incentive starting their first year of eligibility for NYS retirement. Unit members must file an irrevocable letter of retirement with the Board of Education by December 15 for retirement on July 1, of the school year they wish to retire. In order to receive this stipend, the Unit member must have applied for benefits under the applicable retirement system plan.
- D. This retirement incentive plan will not increase retirement payments.

- E. Effective through June 30, 1998, if the Board of Education participates in a retirement incentive for another bargaining Unit, a committee will be established to review that incentive and make recommendations to the Board of Education related to WELA participation in a similar incentive. The committee will develop mutually beneficial options for the Board and WELA.

- F. A retirement incentive is offered to qualified unit members who may retire under the rules of TRS or ERS by the deadline dates of the plan. The individual would give the District an irrevocable letter of retirement by December 15, 2001 for retirement June 30, 2002; March 1, 2002, for retirement June 30, 2003; March 1, 2003 for retirement June 30, 2004; and March 1, 2004 for retirement June 30, 2005. That individual would receive \$1000 for each year of service in WCSD. The individual would also waive any right to other retirement incentive language above.

5.0 Notification of Vacancy

The District will make known to members of this Unit all administrative vacancies which exist in the District for the following school year within ten (10) calendar days of the creation of the vacancy. No recommendations for filling a vacancy will be made within ten (10) calendar days of the date that the notification is posted.

5.1 Planning Meetings with the Board of Education

The Board agrees that it will devote a minimum of two Planning Meetings per year to meet with members of the Administrative Unit to discuss in detail with the Unit the role of Unit members in the Webster Central School District. Such meetings will be held upon request of either the Board or WELA. The agenda of the meetings will be mutually determined and will include discussions of expectations regarding the Unit member's role in decision-making and other factors that affect the role of the Unit member. These meetings will also include discussion of new programs, including probable funding, staff and follow-up activities.

5.2 Classroom Service

The District recognizes that, with increased emphasis on the evaluation of program and personnel, excessive use of the building Unit members as substitute teachers is detrimental to the educational program. The District will, within budget limitations, provide substitutes for normal teacher absences. It should be recognized that occasional substituting by an administrator has a valuable effect on the program and that there will be times when Unit members are called upon to provide this service.

5.3 Leadership Responsibility

As a part of their leadership role, administrators are expected to devote time to district and site goals, commensurate with their role.

6.0 Grievance Procedure - Contractual Grievance

A contractual grievance shall be defined as a dispute or controversy between an individual employee covered by this Agreement and the employer, arising out of an alleged misapplication or misinterpretation of any term or condition specifically set forth in this Agreement.

A grievance submitted under this Section may not be resubmitted under Regulation 2370.

The definitions of working days and reasonable promptness contained in Regulation 2370 shall apply to this procedure.

PROCEDURES

Stage I

1. The aggrieved person(s) should orally or in writing present the alleged contractual grievance to the immediate superior who shall orally and informally discuss the claim with the aggrieved and make any investigations that appear necessary. An alleged contractual grievance must be presented within thirty (30) calendar days of the date of the action or failure to act which is being grieved. The immediate supervisor shall render his determination orally or in writing or propose further informal action to the aggrieved within five (5) working days after the claim has been presented to him. Each party concerned shall have the right to enlist the aid of superior Unit members in resolving said claim orally and informally. If such claim is not satisfactorily resolved with reasonable promptness at this stage, the aggrieved may proceed to Stage II.
2. There may be unusual circumstances in which an aggrieved person may feel unable to make the initial presentation of a claim to his/her immediate superior. In such cases the claim may be initially presented to a superior Unit member who shall proceed as above with due notice to the immediate superior to whom the initial presentation would routinely be made.

Stage II - Superintendent

1. Within five (5) working days after a determination has been made at Stage I, or in case of unreasonable delay, the aggrieved person may make a written request to the Superintendent for a Formal Stage proceeding.
2. The Superintendent shall then promptly notify all parties concerned, including the aggrieved person, immediate superior and any other Unit member previously participating in a determination in the case to submit written statements to him/her within five (5) working days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered and the basis therefore.
 - a. If more information is needed to help in the determination of the case, conferences may be held individually with the parties involved.
 - b. If the Superintendent considers a hearing to be desirable, he/she shall notify all parties concerned in the case of the time and place when a hearing will be held, where such parties may appear and present oral and written statements supplementing their position in the case.
 - c. Such conferences or hearings shall be held within five (5) working days of receipt of the written statements pursuant to paragraph 2.

3. The Superintendent shall render his/her determination within ten (10) working days after the written statement pursuant to paragraph 2 has been presented to him/her and promptly notify all parties concerned of his/her determination.
4. If the grievance is not satisfactorily resolved at this Stage, the case may proceed to Stage III.

Stage III - Binding Arbitration

Within five (5) working days of receipt of the determination by the Superintendent either party to the grievance may make a written request for arbitration under the rules of PERB. Such arbitration shall be binding in nature. Compliance with this time limitation is a condition precedent to arbitration.

The expense of the arbitration will be shared equally by WELA or the individual and the District.

The selected arbitrator shall hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing or, if oral hearings have been waived, from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.

The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which adds to, deletes from, or in any way changes, alters, or modifies the terms of this Agreement.

7.0 Duration

This Agreement shall take effect on July 1, 2001 and remain in full force and effect until it terminates on June 30, 2005.

Other sections of the contract may be opened only on mutual agreement of both parties.

Neither party to this Agreement shall attempt to make any alterations, modifications, changes or variations of any of the items expressly and specifically covered by this Agreement except those that are made by mutual agreement, signed and appended hereto.

7.1 Triborough Waiver

Any "non-mandatory" term or condition of this contract will expire on June 30, 2005, notwithstanding the requirements of Civil Service Law 209.a(1) (d) and (e).

7.2 General Considerations

In the event that any provision or application of this Agreement shall be determined by a court of competent jurisdiction to be null, void or unenforceable, such decision shall not affect any of the other provisions of this Agreement, which shall continue in full force and effect.

Benefits provided under this Agreement are based on the mutual understanding and assumption that Unit members are "excluded employees" under Section 89 (h)(i)(e) of the Internal Revenue Code. If it is determined that for any reason Unit members are not "excluded

employees," either party shall have the right to demand that negotiations be re-opened with respect to benefits covered by Section 89 and the parties shall be obligated to negotiate in good faith with respect to the impact or effect of such a determination on the parties.

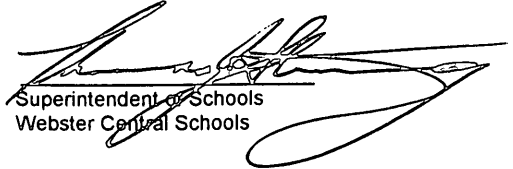
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

The foregoing represents the entire Agreement between the parties and is hereby affirmed to be the collective bargaining agreement between the parties.

In witness whereof, we hereunto set our signatures this 4th day of September 2001, at Webster, New York.



Michael H. Jones
President of Administrative Unit



Superintendent of Schools
Webster Central Schools