

COLLECTIVE BARGAINING AGREEMENT (CBA)

between the

WEST SENECA CENTRAL SCHOOL DISTRICT

and the

**WEST SENECA SCHOOL
ADMINISTRATORS' ASSOCIATION**



July 1, 2023- June 30, 2028

NAME OF WSSAA MEMBER: _____

NOTES:

TABLE OF CONTENTS

	PAGE
ARTICLE 1: RECOGNITION AND UNIT DESCRIPTION	1
ARTICLE 2: STANDARD DEFINITIONS	2
ARTICLE 3: INTERPRETATION AND LEGAL EFFECT	3
ARTICLE 4: DISTRICT/ASSOCIATION RELATIONSHIP	5
ARTICLE 5: ADMINISTRATOR'S PERSONNEL FILE	7
ARTICLE 6: VACATION/ SELLBACK/ FOUR DAY WORK WEEK/	7
ARTICLE 7: ALLOWABLE ABSENCES (PERSONAL LEAVE/ SICK LEAVE/ EXTENDED LEAVE/ SICKBANK/ JURY DUTY/ BEREAVEMENT/ ADOPTION).....	10
ARTICLE 8: HEALTH AND DENTAL INSURANCE/ RETIREMENT HEALTH BENEFIT(S)	17
ARTICLE 9: ADMINISTRATOR PROTECTION.....	20
ARTICLE 10: GRIEVANCE PROCEDURE.....	21
ARTICLE 11: TEMPORARY APPOINTMENTS	23
ARTICLE 12: ADMINISTRATIVE VACANCIES AND ABOLITION OF ADMINISTRATIVE POSITIONS	23
ARTICLE 13: TRANSFERS	24

	PAGE
ARTICLE 14:	
PROFESSIONAL DEVELOPMENT AND TRAVEL REIMBURSEMENT	24
ARTICLE 15:	
LEGISLATIVE APPROVAL	24
ARTICLE 16:	
SALARY/ARO/ LONGEVITY/ DOCTORATE/ UPK/ SUMMER SCHOOL	25
ARTICLE 17:	
DURATION OF AGREEMENT	29
APPENDIX A:	
GRIEVANCE FORM.....	30

PREAMBLE

The West Seneca Administrators' Association shares a common interest with the Board of Education of the West Seneca Central School District to provide the best possible education for the children of this District. It is the Association's purpose to fulfill this desire by entering into a collaborative and team relationship with the Board of Education.

ARTICLE 1 **RECOGNITION AND UNIT DESCRIPTION**

1.1 RECOGNITION

The Board of Education of the West Seneca Central School District hereby extends, for the maximum period permitted by law, its previous recognition of the West Seneca School Administrators' Association as the exclusive representative for purposes of collective negotiations concerning terms and conditions of employment and the settlement of grievances of the Administrators in the negotiating unit set forth in paragraph 1.2 of this Agreement.

1.2 UNIT DESCRIPTION

The negotiating unit for which the Association is recognized as the negotiations/grievances representative includes the following professional positions:

- *Principal (High School)*
- *Principal (Middle School)*
- *Principal (Elementary School)*
- *Director of Career and Technical Education*
- *Director of Instructional Technology & Social Studies and
Chief Information Officer (CIO)*
- *Director of English Language Arts, ENL and World Languages*
- *Director of Math & Applied Sciences*
- *Director of Physical Education, Health, & Athletics*
- *Director of Pupil Personnel Services*
- *Director of Special Education*
- *Assistant Principal (High School)*
- *Assistant Principal (Middle School)*
- *Assistant Director of Special Education*

All other positions are expressly **excluded** from the negotiating unit.

ARTICLE 2

STANDARD DEFINITIONS

2.1 Definitions: Throughout this Agreement, each term listed below has the meaning set forth below with that term:

1. "District" means the West Seneca Central School District and applies to all persons (e.g., the Superintendent of Schools, administrators, supervisors) and bodies (e.g., the Board of Education) properly authorized to act on behalf of the District.
2. "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.
3. "Superintendent of Schools" means the person appointed by the Board to serve on a regular, interim or acting basis as the Superintendent of Schools.
4. "Association" means the West Seneca School Administrators' Association.
5. "Administrator" means a person in a position included in the negotiating unit set forth in Article 1 of this Agreement.
6. "Party" means the District or the Association. "Parties" means the District and the Association.
7. "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.
8. "Amendment" means a change in the provisions of this Agreement made during its term by mutual consent of the parties.
9. "Fiscal Year" means the period which begins at 12:01 a.m. on July 1st of each year and ends at midnight on the next following June 30th.
10. "School Year" means the period which begins at 12:01 a.m. on a date established by the District each year and ends at midnight on the last day of student attendance.
11. "Execution Date" means the date identified as such under the heading "SUBSCRIPTION" of this Agreement which shall be the date on which the parties both sign this Agreement or, if the parties sign on different dates, it shall be the latest date on which a party signs.
12. "Days" - unless otherwise specified, shall mean calendar days.

13. "Active Payroll" means the time when an Administrator is being paid for working or is on paid leave time pursuant to this Agreement, as distinct from the time when an Administrator is absent or is on unpaid leave or is on layoff.
14. "Unit" and "Negotiating Unit" each mean the employer-employee negotiating unit set forth in Article 1 of this Agreement.
15. "Notice" when used with reference to the District, means giving notice in writing to the Superintendent by delivering it to the Superintendent in person (in which case the Superintendent shall sign a receipt therefor), or in the absence or unavailability of the Superintendent to his Confidential Secretary (in which case the Secretary shall sign a receipt therefor), or by sending it to the Superintendent by registered or certified mail or telegram addressed to the Superintendent at the West Seneca Central School District, 675 Potter Road, West Seneca, New York 14224-4098.

ARTICLE 3

INTERPRETATION AND LEGAL EFFECT

3.1 Except when this Agreement explicitly says otherwise, the following rules apply in interpreting this Agreement:

1. A word of one gender applies to both genders.
2. A word of singular number applies also in the plural.
3. The fact that the circumstances which obtain at the time this Agreement is being applied are different from the circumstances which obtained at the time the language in question was written may be relevant to interpreting the intent of the parties, but that fact is not controlling with respect to the current application of the language.
4. Each provision of this Agreement is severable from every other provision.
5. Each lettered Appendix referred to in this Agreement (e.g., "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.
6. Language in this Agreement is to be construed as strictly against one party as against the other. Which party suggested the language is immaterial.
7. Any provision of this Agreement which cites a law, rule or regulation is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject

matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control.

8. This Agreement shall be interpreted according to the Laws of the State of New York and applicable laws of the United States.

- 3.2** This Agreement constitutes the entire and complete record of the binding commitments between the parties. From and after the Execution Date of this Agreement, no other document shall constitute a binding commitment between the parties unless it is (i) dated on or after such Execution Date and (ii) signed by duly authorized representatives of both parties.
- 3.3** Any individual arrangement, agreement or contract between the District and an Administrator heretofore executed shall be subject to and consistent with the minimum terms and conditions of employment expressed in this Agreement. Any individual arrangement, agreement or contract hereafter executed may exceed, but may be no less than, the terms and conditions of employment expressed in this Agreement. If an individual arrangement, agreement or contract contains any terms or conditions inconsistent with this Agreement, this Agreement shall be controlling to the extent of the minimum terms and conditions of employment expressed in this Agreement.
- 3.4** Except when a particular provision of this Agreement expressly says otherwise, no provision of this Agreement shall be construed to require the District to guarantee to any Administrator any type, amount or period of work.
- 3.5** If this Agreement requires a party or a person to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid. No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law. If a court of competent jurisdiction determines that a provision of this Agreement is invalid, such determination shall not affect the validity of any other provision of this Agreement. If such a determination has been made and no appeal lies therefrom or if the time to appeal has passed and no appeal has been taken, the parties, as soon as is reasonably practicable, shall enter into collective negotiations limited to the subject matter of such invalid provision, provided that the subject matter is a mandatory subject of negotiations.
- 3.6** The term of this Agreement begins at 12:01 a.m. on July 1, 2023 and ends at midnight on June 30, 2028. Each provision of this Agreement goes into effect when the term of this Agreement begins and remains in effect to the extent required by Civil Service Law Section 209-a(1)(e) until a successor Agreement has been reached. No provision of this Agreement may be deleted, waived or changed, and no provision may be added to this Agreement by implication or by any other means other than a written and dated amendment to this Agreement signed by authorized representatives of both parties.

ARTICLE 4
DISTRICT/ASSOCIATION RELATIONSHIP

4.1 ASSOCIATION AND MANAGERIAL COOPERATION

- 4.1.1** The District reserves and retains solely and exclusively all of its inherent rights to manage the District as such rights existed prior to the execution of this Agreement, together with whatever rights may be granted to the District by later developments of law.
- 4.1.2** The Board of Education will furnish a copy of the Agenda to the President of the Association at least one full day in advance of each Board meeting. The Board will furnish the President of the Association with a copy of the minutes within seven (7) days of the meeting at which the minutes are approved.
- 4.1.3** The Superintendent will meet at least four times a year with a liaison committee of the Association within seven (7) days of receipt of a request for such a meeting. The request for a meeting must be accompanied by an agenda indicating specific items to be considered. Discussion at meetings will be restricted to specific items listed on the agenda.
- 4.1.4** A WSSAA Liaison Committee shall be apprised of the proposed Erie County pupil calendar each school year and possible alterations of said calendar by the District. The Association shall transmit its recommendations relevant to the District calendar to the Superintendent.
- 4.1.5** **NO STRIKE:** The Association, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any member of the negotiating unit covered by this Agreement, and will undertake to discourage any such acts by any such negotiating unit member.

4.2 NEGOTIATION OF SUCCESSOR AGREEMENTS

- 4.2.1** Negotiations for a successor to this Agreement shall begin by one party giving the other party notice that it desires to open negotiations for a successor to this Agreement. The notice shall be accompanied by a list of the notifying party's negotiation's team members. Such notice shall be given no earlier than October 1st of the final year of this Agreement, and shall be given **no later than** May 1st of that year. The first negotiations meeting shall take place on a mutually agreeable date not later than the thirtieth (30th) calendar day after the date on which the notice is given. The time limits set forth in this paragraph 4.2.1 may be extended by written mutual agreement of the parties.

- 4.2.2** All proposals shall be in writing and in the form of proposed changes to this Agreement. All communications concerning the negotiations shall be conducted between the negotiation teams.
- 4.2.3** When a particular change has been tentatively agreed on by both negotiating teams, it shall be reduced to writing, dated and initialed by the chief spokespersons of the teams. However, all such agreements shall remain tentative until all proposals of both parties have been disposed of and all agreements have been ratified by the membership of the Association and by the Superintendent and approved by the Board of Education.

4.3 DUES DEDUCTION

- 4.3.1** The Association shall admit to membership all persons in positions which are included in the negotiating unit described in Section 1.2 of this Agreement who request admission.
- 4.3.2** The Association shall notify the District Treasurer in writing of the amount of membership dues per pay period to be deducted from the pay of employees in the negotiating unit who have authorized such deductions. The notice shall be accompanied by a copy of a due's deduction authorization signed by each employee for whom dues are to be deducted. Each such authorization shall be regarded as valid unless and until the District receives a written revocation by the employee who gave the authorization. Each such authorization and revocation delivered to the District Treasurer shall be honored beginning with the first payroll period which begins not later than two (2) weeks after it is received by the District Treasurer. If the Association changes the amount of dues to be deducted, the Association shall so notify the District Treasurer in writing and the change shall be honored beginning with the first payroll period which begins not later than two (2) weeks after the notice is received by the District Treasurer. The deductions so authorized shall be made in twenty (20) equal installments.
- 4.3.3** The Association shall defend and save the District harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of the Association's negligence with respect to paragraphs 4.3.1 through 4.3.2 of this Agreement.

4.4 OTHER RELATIONSHIP MATTERS

- 4.4.1** On request by authorized representatives of the Association, which shall be reduced to writing if the District so requests, the District shall make available to the Association records which are considered public information and which are relevant to the handling of grievances and the negotiation of agreements. The Association also shall make such information available to the District.

- 4.4.2 Anything which this Agreement requires or permits the Superintendent to do may be done by a person designated by the Superintendent or the Board to act on behalf of the Superintendent.

ARTICLE 5

ADMINISTRATOR'S PERSONNEL FILE

- 5.1.1 Each Administrator shall have rights in his personnel file as specified in this Article.
- 5.1.2 The right, upon request, to review the contents of the file exclusive of confidential references in the presence of the Superintendent or designee.
- 5.1.3 The right to have a representative of the Association present during such review.
- 5.1.4 The right to submit dated rebuttal material at any time for inclusion in the file.
- 5.1.5 The right to sign, for purpose of acknowledgement of presence in the file, any document contained therein.
- 5.1.6 The right to be given a copy of any material (other than confidential references) to be included in the file in order to be afforded the rights set forth above.
- 5.1.7 The personnel file shall not be removed from the personnel office.

ARTICLE 6

VACATION

6.1 EMPLOYMENT PERIOD

- 6.1.1 It is agreed that the period of employment for all unit members recognized in this Agreement is for a twelve (12) month period.

6.2 VACATIONS AND HOLIDAYS

- 6.2.1 Twelve (12) month Administrators shall have the days prescribed by law for the observance of the traditional holidays of Independence Day, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, plus five (5) days to be designated by the Superintendent.
- 6.2.2 During the first twelve months of service, an Administrator will earn vacation days at the rate of one (1) day for each month worked.

If the Administrator's hire date is the 1st through the 15th of the month, they will earn vacation credit for that month; if the Administrator's hire date is the 16th or thereafter of the month, they will earn vacation credit beginning with the

following month. At the end of each month for the first 12 months of service, one vacation day will be credited to the Administrator.

After the completion of 12 months of service, but prior to the subsequent July 1, the Administrator will earn a prorated amount of vacation time in accordance with the following chart:

Number of Months	Number of Prorated Days Credited
1	2.5
2	4.5
3	7.0
4	9.0
5	11.5
6	14
7	16
8	18.5
9	21
10	23
11	25

Thereafter, on each July 1, Administrators will earn and be credited with twenty-eight (28) vacation days.

6.2.3 Administrators shall submit notice of their intent to utilize vacation days through the district's electronic and attendance system. When such notice pertains to vacation time being taken during time when students are in attendance, it will be submitted at least 48 hours in advance thereof. Otherwise, such notice shall be submitted as soon as practicable prior to the first day thereof. **Requests for vacation time of more than two (2) consecutive days while students are in attendance shall require advance approval from the Superintendent or his/her designee.**

6.2.4 Up to eighteen (18) days of unused vacation time to the next school year will be automatically carried over.

An Administrator may also elect to be **paid for up to eighteen (18) earned but unused vacation days at the rate of 1/200th of his/her annual salary.**

This disbursement can be elected in the month of:

- *July* payable in *August*, and/or
- *November* payable in *December*, and/or
- *May* payable in *June*.

If an Administrator with less than ten (10) years of service leaves the active payroll either voluntarily, or as a result of a reduction in force, the Administrator shall be paid at the rate of 1/200th of the Administrator's annual salary for each such day, for the unused vacation credits which the Administrator had earned that year at the time of the Administrator's termination, **not** to exceed twenty-eight (28) days.

An Administrator with ten (10) or more years of service shall be paid, at the rate of 1/200th of the Administrator's annual salary for each such day, for **all** unused vacation credits which the administrator has earned in accordance with the limitations outlined above regarding the carryover allotment.

6.2.5 FOUR DAY WORK WEEK

1. Effective the week subsequent to the closing of schools through the months of July and August, the regular business of the district will be scheduled on a four (4) day work week Monday through Thursday; and
2. All necessary and required work will be accomplished in a timely manner; and
3. The buildings need to be accessible to the public during the four open days; and
4. In order to accomplish the goals in items 1 and 2, Administrators may find it necessary to work more hours on a daily basis to meet the professional requirements of the position they hold; and
5. The district may designate those certain buildings will remain on a Monday through Friday work week; and
6. The opportunity to work the 4-day work week during the period is available to those Administrators represented by the Association; and
7. Those Administrators represented by the Association who do not wish to work the 4-day work week may work Fridays at a building designated by the district to remain open on a Monday through Friday work week; and
8. During a calendar week (Monday through Friday), absences that are charged to an Administrator's accruals, (vacation, personal, bereavement and sick days) will be charged as follows:
 - 1 day will be charged as one day
 - 2 days will be charged as two days
 - 3 days will be charged as three days
 - 4 days will be charged as five days; and

9. An Administrator who takes four (4) consecutive vacation days in one calendar week, and who is working the 4-day work week, may choose to work a Friday at a building designated by the District and not be charged for the fifth day of vacation.

ARTICLE 7

ALLOWABLE ABSENCES

7.1 PERSONAL ILLNESS LEAVE

7.1.1 Each member of the unit shall be allowed **fourteen (14) personal illness days** in each year of service. These personal days may be used for personal illness, family illness, physical disability or personal medical appointments. Personal illness days are **NOT** to be used for vacation purposes. The district reserves the right to request that the employee provides documentation from a physician or other related professional when three (3) or more personal illness days are used consecutively. If an administrator does not use the full amount of personal illness leave allowed in any year of service, the amount not used shall be accumulated from year to year to a **maximum of two hundred seventy (270) days**, except as provided in paragraphs 7.1.4 and 7.1.5 of this Agreement as set forth below.

7.1.2 In addition to the foregoing, each member of the unit shall be allowed **Noncumulative Additional or Extended Leave** when such member has an extended home or hospital confinement to a maximum of:

- Twelve (12) days in the first year of service;
- Twenty-four (24) days in the second year of service;
- Thirty-six (36) days in the third year of service;
- Forty-eight (48) days in the fourth year of service;
- Sixty (60) days in the fifth year of service and in any year of service thereafter.

Such additional or extended leave shall be granted only where the following conditions exist:

1. The member is confined to home or hospital;
2. The member is on leave as provided in paragraph 7.1.1 above and has exhausted or is about to exhaust his or her accumulated **regular sick leave**;
3. The absence of the member due to personal sickness or physical disability is continuous and unbroken from the termination of regular sick leave and the commencement of the additional or extended sick leave;
4. The additional or extended sick leave is limited to one (1) continuous and unbroken absence **per specific instance** of personal sickness or physical disability;
5. Upon a return to duty, no further additional or extended sick leave shall be granted **for the same personal sickness or physical disability**.

7.1.3 Any such extended sick leave granted under this section shall, at the discretion of the Superintendent, require a physical examination by a school physician designated by the Superintendent at District expense for verification of the confinement and inability to perform assigned duties.

7.1.4 If a member returns to duty after using only a part of his or her additional or extended leave the balance or unused portion of such leave will permit an additional credit to personal illness leave for the current year of service in the following amounts as related to the use of the additional or extended leave:

If 1-10% is used, four (4) days
If 11-50% is used, three (3) days
If 51 -100% is used, two (2) days

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

7.1.5 If a member, other than a member in the first year of service in the District, exhausts his/her accumulated personal illness leave as provided in paragraph 7.1.1 above as the result of a prolonged illness and returns to duty **without** using any additional or extended leave, the failure to use any portion of such leave will permit an additional credit of four (4) days to personal illness leave for the current year of service. Such addition to personal illness leave shall be for the current year of service only and shall be non-cumulative. "Prolonged illness" shall be deemed to mean a confinement to home or hospital for three (3) or more days.

- 7.1.6 If a member finds it necessary to travel away from his/her home or place of confinement while on extended leave, he/she shall be examined by a school physician prior to the anticipated travel in order to continue to be entitled to extended leave without loss of salary. If the school physician confirms the necessity of travel for specific medical reasons, extended leave without loss of salary shall be continued as provided above. If the school physician fails to confirm the necessity of travel for specific medical reasons, no salary will be paid to the member from the date travel commences until the date of return to the performance of his/her assigned duties.
- 7.1.7 The member will be paid in the event of any injury suffered on school premises or in line of duty covered by Workers' Compensation, his/her regular pay and benefit to the extent of his/her unused sick leave. In such cases, all Workers' Compensation benefits shall be assigned to the District. Upon the return of the member to employment and the termination of payment of Workers' Compensation benefits, the unused sick leave at the time of injury will be reinstated.
- 7.1.8 Any unused personal illness days shall be credited to the member's personal illness leave at the end of each year. Such unused personal illness leave days may increase the maximum allowable accumulated leave to two hundred seventy (270) days.
- 7.1.9 The days used consistent with this Section will, where applicable, shall be counted as leave under the FMLA.
- 7.1.10 In the event an Administrator dies while employed hereunder, his/her spouse and/or beneficiaries of his/her estate shall be entitled to a payout of the Administrator's accumulated leave days at the rate of 1/200th of his/her then current salary.

7.2 PERSONAL LEAVE

- 7.2.1 In addition, each member of the unit shall be allowed **six (6) personal leave days** in each year of service. A personal leave day is to be used for personal business that cannot be conducted at any other time than during the work day. Personal leave days are not to be used for vacation or to work at another job or in an activity intended to benefit the Administrator financially. Additionally, personal leave days are **not** to be taken immediately following a holiday/break in the student calendar.
- 7.2.2 Personal leave days that are **not** used in the year they are granted will be credited to accumulated personal illness leave days at the beginning of the next school year provided that does not cause the accumulation to exceed the maximum allowable amount of two hundred (270) days except as provided in paragraphs 7.1.4 and 7.1.5 of this Agreement as set forth below.

7.2.3 If schools are closed because of weather conditions, Administrators need **not** report to their buildings and will **not** be charged leave time. However, the Superintendent may request all or any members of the unit to report to work. Should a unit member be unable to so report by reason of weather conditions at the discretion of the unit member, the member will not be required to utilize any leave covered by this Agreement. If and when the Superintendent requests, and a unit member does report for work more than two days within the school year when schools are closed for weather, the unit member will be granted a personal leave day, subject to the provisions of this Section 7.2.

7.3 SICK BANK LEAVE

7.3.1 Membership: An Administrator will become a member of the sick bank upon completion of their first day of service to the District. The sick bank will be administered by the WSSAA Health Benefit Trustee's. The sick bank's accrued days will be maintained by automatic deduction of two (2) personal illness days per year for the first five (5) years of service. Any administrator who has not previously donated 10 days to the sick bank (*prior to April 24, 2016*), will see a deduction of two (2) sick day leave days per year for the next five (5) years of service in order to make equal the contribution of each administrator. Additional days may be deducted from each actively employed member if, and only if, the Sick Bank drops below **one hundred fifty (150) days of available use**. No more than two (2) personal illness days per administrator per year may be deducted and credited to the bank.

7.3.2 Eligibility: A probationary or tenured Administrator who is unable to work because of personal illness or personal injury of prolonged duration, and who has exhausted all other available paid leave (personal illness, personal days, vacation days) **and** extended sick leave days may make application to the Sick Bank Leave Committee for use of days from the Bank. If during the use of sick bank days an employee is replenished with paid leave (i.e. July 1st), these paid leave days granted to the employee must be used and expended in full prior to the continuation of an approved use of sick bank leave.

7.3.3 Review Committee: The Sick Bank Leave Committee shall consist of two (2) unit members selected by the WSSAA Health Benefit Trustee's and the Superintendent (or designee). The Committee shall determine the number of days, no less than thirty (30) days and no more than ninety (90) days **per illness**, injury and/or diagnosis, which prevent the member from returning to work. **A member may not be granted more than ninety (90) days from the sick bank in a given school year.** The Committee may request statements from the administrator's physician. Decisions of the Committee shall be final and binding on all parties.

7.3.4 Contributions: The Sick Leave Bank will be totally self-funded by the membership. Each eligible Administrator will become part of the bank by initially donating days as per section 7.3.1 of this agreement. Thereafter, each member

will maintain membership by donating additional day(s) whenever the Sick Bank Committee makes such a request.

7.3.5 Withdrawals: An eligible member may request a withdrawal from the Sick Bank Committee. In the event a member is incapacitated and unable to request a withdrawal for himself, a member of the member's immediate family or other duly authorized person acceptable to the Committee may prepare a sick leave request. Each withdrawal request must be accompanied by a statement signed by a physician, confirming the nature of the illness or disability and the anticipated duration of the absence. This shall not preclude the District from being able to exercise its rights under Section 913 of the Education Law. A member shall not receive withdrawal of more than thirty (30) days at one time. Additional leave requests may be made by a member after the thirty (30) day grant, but they must be resubmitted to the Committee for review. **No member may draw more than ninety (90) days during a calendar year.** The Committee has the right to disapprove a sick leave withdrawal request for appropriate reasons, including improper use of accumulated sick leave by a member. Such decisions will not be subject to the grievance procedure. An Administrator's membership in the Sick Leave Bank shall terminate upon the Administrator's termination of employment. Any days contributed by the Administrator to this point shall remain the property of the Bank.

7.3.6 Appeal: Decisions of the Sick Bank Leave Committee are **not** able to be grieved under the terms of this agreement. Should an individual disagree with the decision of the Committee, he/she may appeal to and meet with the Committee to discuss the decision and receive reconsideration of their request. If the individual does **not** agree with the decision of the Committee after the appeal, he/she may request a review by the WSSAA Executive Board/Officers. The decision of the WSSAA Executive Board/Officers shall be final and binding on all parties.

7.3.7 The days used consistent with this Section will, where applicable, be counted concurrently as leave under the FMLA.

7.4 JURY DUTY

Absence is allowed for jury duty and court ordered testimony as a representative of the District. Notice for such must be submitted to the Assistant Superintendent of Business Operations and said Administrator shall receive his/her regular salary and shall retain any court stipend paid for such duty. There shall be no payment for any expenses incurred by the Administrator during the term of such duty.

7.5 BEREAVEMENT LEAVE

7.5.1 In addition to any other type of leave provided for in this contract, each member shall be granted leave with pay, **up to a maximum of five (5) working days falling within the seven (7) calendar days following the date of death of a member in the immediate family** of an Administrator. Immediate family to include only:

- Parent;
- Sibling;
- Spouse;
- Child;
- Grandparent;
- Grandchildren;
- In-law;
- Significant other;
- Any other relative permanently residing in the same household as the Administrator.

7.5.2 Each member shall be granted leave with pay for maximum of **three (3) working days falling within the seven (7) calendar days following the date of death of** a:

- Brother-in-law/Sister-in-law;
- Son-in-law/ Daughter in-law.

7.5.3 Each member shall be granted leave with pay for **two (2) days for attendance at the funeral service of any of the following relatives**:

- Aunt/ Uncle;
- Niece/Nephew.

Should the funeral require extensive travel or create unusual hardship for a member, additional time may be granted by the Superintendent.

In circumstances where an Administrator can provide documentation as to information and circumstances whereby they need to utilize all or a portion of their bereavement leave

outside of the seven (7) calendar days following the date of death of a family member covered by Sections 7.5.1 or 7.5.2 to the Superintendent or designee, such Administrator will be allowed to submit a request for special consideration for use of all or a portion of their bereavement leave on dates outside of the seven (7) calendar days. This request may be granted by the Superintendent or designee, in his/her sole discretion.

7.6 PARENTAL AND ADOPTION LEAVE

- 7.6.1** An Administrator shall exercise the right to parental or adoption leave by notifying the Superintendent in writing of the need therefore delivered to the Superintendent's office not later than the forty-fifth consecutive calendar day prior to the anticipated delivery date or anticipated date a child is to be placed in the member's home for adoption. Such notice may be waived when circumstances beyond the Administrator's control prevent the giving of timely notice. The notice shall specify the anticipated beginning and ending dates of the leave. The ending date must be the day before the first school day of a semester.
- 7.6.2** If said leave period is to be changed thereafter, the member shall give the Superintendent at least sixty (60) days notice of such change and any such termination shall coincide with the end of the school semester. If the expected dates of delivery or placement, as the case may be, fall within either a six (6) week period after the commencement of a school year or a six (6) week period prior to the expiration of a school year, the start of the parental or adoption leave shall be by mutual agreement of the member and the Superintendent.
- 7.6.3** A member who returns to work within three (3) months after taking parental or adoption leave shall be returned to the same assignment location left at the start of the leave.
- 7.6.4** Parental and adoption leave shall be without benefits or salary and shall not be accruable for increment or tenure purposes. Notwithstanding the foregoing, if such parental or adoption leave is covered under the FMLA, the Administrator's coverage for health care expenses through the Administrators Benefit Trust will continue during that period of FMLA leave.
- 7.6.5** Nothing contained in this Article shall serve to deprive a member of any rights to use of accumulated sick leave as provided by applicable law.

The days used consistent with this Section will, where applicable, be counted concurrently as leave under the FMLA.

ARTICLE 8
HEALTH AND DENTAL INSURANCE

8.1 “BENEFIT TRUST” PROVISIONS

8.1.1 Benefit Trust Agreement. The West Seneca Administrators’ Association Benefit Trust, a Trust established under the laws of the State of New York pursuant to a written Trust Agreement (the “Trust Agreement”) hereafter dated July 17, 2001, with Trustees appointed solely by the Association, operated entirely by the Association, shall be responsible for providing health and dental insurance for members of the negotiating unit and its retirees, effective August 1, 2001.

8.1.2 No Responsibility. Other than the payment of the contributions specified below in paragraphs 8.1.5, 8.1.6 and 8.1.7, the district shall have no responsibility for furnishing health, dental, or other insurance to members of or retirees from the negotiating unit.

WSSAA and the district recognize that Administrators covered under this Agreement shall be permitted to participate in the CSEA dental plan to the extent that the CSEA dental plan allow. The plan election shall be the sole discretion of the Administrator and the district’s only obligation shall be to furnish the contribution payments specified in 8.1.5, 8.1.6 and 8.1.7. Any additional cost associated with participation in the CSEA dental plan shall be borne exclusively by the Administrator.

8.1.3 Modifications. The Trust Agreement, and any modifications or addenda thereto, will be submitted to the district solely for the purpose of ascertaining that the purposes and operation of the Benefit Fund comply with the requirements of the Collective Negotiations Agreement.

8.1.4 Annual Report. The Benefit Trust Trustees shall furnish two (2) copies of their annual report of financial operations to the district solely for the purpose of satisfying the district's need to know that that public monies contributed to the Fund have been expended solely for purposes consistent with this Collective Negotiations Agreement. (For the same purpose, the Fund Trustees shall make the books of the Fund available for inspection by the Superintendent, or his/her designee, at a reasonable time and place agreed upon by both parties.)

8.1.5 District Contributions. The amount contributed by the District to the Benefit Trust for each member (not a retiree) shall be:

- | | | |
|----|------------------------|-------------------|
| 1. | Effective July 1, 2023 | \$1,479 per month |
| 2. | Effective July 1, 2024 | \$1,509 per month |
| 3. | Effective July 1, 2025 | \$1,539 per month |
| 4. | Effective July 1, 2026 | \$1,570 per month |
| 5. | Effective July 1, 2027 | \$1,601 per month |

The spouse and dependents of a unit member who dies while in service will be eligible to receive contributions to the Benefit Trust on their behalf for a period of twelve (12) months following the member's death.

8.1.6 Expiration. Should the parties fail to reach agreement on a successor Collective Negotiations Agreement prior to the expiration of this Agreement, the District's contributions to the Benefit Trust shall continue at the contribution rate per administrator in effect on the last day of the expired Collective Negotiations Agreement until such time as a successor Agreement is reached.

8.1.7 District Contributions and Billing.

1. **Contributions.** District contributions to the Benefit Trust will be made on the fifteenth (15th) day of the month.
2. **Billing.** Billing information, including total number of covered members, covered retirees (by name and amount), and any changes (by name and amount), shall be furnished to the District by the 1st of the month when payment is due. Any member (including a newly appointed member) who is employed by the District on the 1st day of the month shall be included for billing purposes. Conversely, any member who resigns, retires, or takes an unpaid leave of absence on or before the 1st day of the month, shall not be included in the billing. When necessary, the credits and adjustments shall be made in the month following the addition or deletion of covered members.

8.1.8 Excessed Administrator Eligibility. An Administrator excessed as a result of reduction in force shall be eligible to buy into and continue in the Benefit Trust group health insurance at the expense of the excessed Administrator for a maximum period of twelve (12) months; provided, however, that the District shall pay twenty-five (25%) percent of the cost for the first year only. Coverage will be provided under this section only for the period that the Administrator does not have coverage for health care expenses from any other source. Upon request, the Administrator will be required to provide a notarized statement verifying that the Administrator does not have coverage for health care expenses from any other source.

8.1.9 District Duties. It shall be the responsibility of the District to:

1. **Information.** Provide the Benefit Trust, in a timely manner, the names, addresses and phone numbers of all new Administrators who qualify for benefits under paragraph 8.1.1 above.
2. **Notification.** Notify the Benefit Trust of any COBRA qualifying events, of which it has knowledge, which may impact on insurance coverage.
3. **Forward Payroll** information in alpha (not numeric) order, if possible.
4. **Notification.** Notify the Benefit Trust, in a timely manner, when Administrators are entitled to insurance (as outlined in Section 6.1.5 above) begin unpaid leave, retire or are excessed.
5. **Disclaimer.** No action by the District pursuant to this Section shall constitute the operation or maintenance of a group health plan by the District so as to make it subject to the provisions of COBRA (42 U.S.C. §§ 300 bb-1, et seq).

8.2 LEAVE CONVERSION

Administrators who provide **at least one hundred fifty (150) days advance written notice** of their intent to resign for retirement purposes, under the regulations of the New York State Teachers Retirement System, to the Superintendent will qualify for this retirement benefit. Under extenuating circumstances, the Superintendent may waive the notice requirement.

*To be eligible for this benefit, an individual must have a minimum of **five (5) years of actual paid teaching and/or administrative service in the district exclusive of unpaid leaves.***

The retirement benefit shall be determined by an Administrator's per diem rate of 1/200th to a maximum contribution of \$100,000. This total dollar amount will be placed in the Administrator's 105(h) account.

8.3 RETIREMENT DURING FIRST YEAR OF ELIGIBILITY

Administrators who elect to separate from the district for retirement purposes during their first year of eligibility (to do so without penalty under the terms of the New York State Retirement System) will be **entitled to a contribution of \$10,000 into their 105(h) account**. In order to be eligible for this benefit, Administrators must notify the district of their intention to retire by February 1st for a July retirement. This provision will be first applicable to retirements occurring on July 1, 2024.

ARTICLE 9 ADMINISTRATOR PROTECTION

9.1 ASSISTANCE IN ASSAULT CASES

9.1.1 The Board of Education shall provide for each member the administrative staff legal assistance as mandated by Section 3023 and Section 3028 of the Education Law of the State of New York.

9.2 COMPENSATION FOR LOST TIME AND DESTRUCTION OF PERSONAL PROPERTY

9.2.1 If an Administrator suffers loss or destruction of a prosthetic device, such as eye glasses, dentures, or has his/her clothing damaged or experiences malicious damage to personal property such as automobiles, briefcases, computer equipment while acting in the line of duty, the District will assume the responsibility of the cost of replacement or repair of such items, provided a police report was duly filed by the Administrator and such loss or damage is not due to the Administrator's negligence or otherwise covered by Workers' Compensation or personal insurance.

ARTICLE 10
GRIEVANCE PROCEDURE

10.1 GENERAL PROVISIONS

- 10.1.1** All members of the negotiation unit, as listed in Section 1.2 of this Agreement, or a group of such members who are affected by the same action of the District, may submit a grievance. Such a member or member group is referred to as "grievant" in this grievance procedure. All such members are entitled to be represented by, but not replaced by, a representative designated by the Association. To properly submit a grievance, the grievant must answer fully all the questions on the grievance form shown in Appendix A of this Agreement.
- 10.1.2** A grievant's immediate supervisor/administrator is the District official responsible for the area out of which the grievance arises. If the grievant is uncertain who that official is, the grievance may be submitted to the Superintendent who will refer the grievance to the proper official for the answer at Step One (1). If the responsible official is the Superintendent, the Superintendent's answer thereto shall be deemed to be an answer at Step Two (2). In both cases, if the grievance is submitted to the Superintendent within the time limit specified in paragraph 10.2.1 of this Agreement, it shall be deemed to have been timely submitted. It is the responsibility of the administrator/supervisor, commensurate with the authority delegated to the administrator/supervisor, to consider and answer the grievance within the prescribed time limits outlined in this Agreement.
- 10.1.3** The "work days" referred to this procedure's time limits mean the work days of whoever is to take the required action. Notwithstanding the foregoing, the computation of "work days" shall always exclude Saturdays, Sundays and all days on which school is closed. It is essential that the time limits set forth in this Article be strictly adhered to by the parties, Administrators and supervisor/administrators. However, the parties may jointly consent to extend any such time limit by a written memorandum dated and signed by representatives of each party involved at the particular step for which the time limit is waived.
- 10.1.4** Unless to do otherwise is necessary to effectively process a given grievance, grievance meetings shall be conducted before, during, or after the work schedule of the unit members involved.
- 10.1.5** A grievant shall perform all duties as instructed even though he or she is aggrieved; provided, however, that if the grievant reasonably perceives that to carry out the action about which he or she is grieving would present an unreasonable risk to the grievant's health or safety or to the health or safety of others, the grievant need not carry out the action until the health or safety situation is resolved.

10.1.6 If a grievance answer is not given on or before the last day of a time limit set forth in this Agreement, the grievance may be appealed to the next Step as though it was answered on such last day. If a grievance is not appealed on or before the last day of a time limit set forth in this Agreement, the grievance shall be deemed to have been settled by the answer not timely appealed from.

10.1.7 The purpose of grievance meeting is twofold. The first purpose is to bring out all the facts relevant to the grievance. The parties and all persons who have knowledge of such facts are obligated to bring them forth at such meetings. The second purpose is to explore possible settlements of the grievance.

10.1.8 Definition of a grievance: Only an act by the District which violates an express provision of this Agreement may be grieved.

10.2 PROCEDURES

10.2.1 Level 1 –

- Within ten (10) work days of when the Administrator knew or should have known of the event giving rise to same, an Administrator alleging a grievance may approach the Superintendent of Schools or his/her immediate supervisor and discuss the matter on his/her own behalf, and, hopefully, in this informal way, resolve the issue.

10.2.2 Level 2 –

- In the event Level 1 does **not** resolve the issue, the Administrator may file a written grievance within five (5) work days following his/her receipt of the Level 1 response. One copy of the grievance will be retained by the aggrieved Administrator, the representative of the Association and the Superintendent of Schools. Within (5) work days of receipt of written grievance, the Superintendent will meet with the Grievance Committee of the Association, including the President of the Association, and the aggrieved Administrator. Within seven (7) work days following this meeting, the Superintendent shall render his/her decision in writing to the Grievance Committee of the Association.

10.2.3 Level 3 –

- Within ten (10) work days after receipt of answer in Level 2, the Grievance Committee, upon notice, may ask for the matter to be submitted to arbitration. The Superintendent and Association will mutually agree upon an arbitrator. If this cannot be done within five (5) work days, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall also govern arbitration hearings, except that the names of twenty (20) arbitrators shall be furnished. The fees and expenses of the arbitrator under this Article shall be divided equally between the District and the Association.

10.2.4 Failure to appeal at any stage or level described above shall be deemed an acceptance of the decision rendered at that step.

ARTICLE 11 TEMPORARY APPOINTMENTS

11.1.1 An Administrator assigned to a position in a higher salary classification shall receive as additional compensation \$45 for each day the Administrator works in the higher classification beyond the tenth (10th) consecutive day of the assignment; but if the Administrator remains in said assignment for more than fifteen (15) consecutive days, he or she will receive the said \$45 retroactive to the first day of the assignment.

ARTICLE 12 ADMINISTRATIVE VACANCIES AND ABOLITION OF ADMINISTRATIVE POSITIONS

12.1.1 All administrative vacancies within the District shall be posted in the local District schools, and the initial vacancies specifically identified.

12.1.2 Only persons qualified by certification will be considered.

12.1.3 In the event of the abolition of any administrative position during the term of this Agreement, **at least ninety (90) days advance written notice shall be given by the Superintendent to the Administrator whose position is being abolished.** In the event of a building closing which would result in the abolition of any administrative position, the affected administrator shall be given at least one hundred fifty (150) days' notice.

- 12.1.4** In the event that the abolition of an administrative position would result in the excessing of a tenured Administrator having the least seniority in the tenure area of the position abolished, and if the individual so identified shall have tenure in any additional administrative tenure area, he/she shall be transferred to such other tenure area in which he/she has greatest seniority and shall be retained in such area if there is an Administrator having less seniority than he/she in such other tenure area. The Administrator having the least seniority in such other tenure area shall be excessed and the same procedure shall be followed. Tenure and seniority, as used herein, shall refer only to tenure and seniority within the District.

ARTICLE 13

TRANSFERS

- 13.1.1** Any member of the Association who is involuntarily transferred to a position of lesser administrative responsibility shall be entitled to the same salary the member received in his/her former position and the Board will continue the member on that salary level until the salary schedule for the new position entitles the member to an upward adjustment in salary. Under no circumstances shall such person suffer a decrease in salary.
- 13.1.2** Prior to the posting of a vacancy for appointment or promotion, unit members within the tenure area of the vacancy will be confidentially notified to determine their interest in a lateral transfer.

ARTICLE 14

TRAVEL REIMBURSEMENT

14.1 TRAVEL REIMBURSEMENT

- 14.1.1** Unit members required to use their own automobiles on official business **outside of Erie County** shall be reimbursed at the prevailing IRS rate.
- 14.1.2** Reimbursement for all actual and necessary expenses of travel, meals and lodging incurred in connection with attendance at conferences and the like will be in accordance with established regulations for conference attendance and expense reimbursement.

ARTICLE 15

LEGISLATIVE APPROVAL

- 15.1** It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 16

SALARY

16.1 BASE SALARIES

16.1.1 Effective 7/1/23 the 2022-2023 base salary of Administrators in the titles Elementary Principal, Assistant Principal, Secondary Principal, Director and Assistant Director will be **increased 2.7%** for each of the school years:

2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028

16.1.2 The term Professional Learning Communities (PLC) shall apply to specific professional development programs and activities that are approved by the district to provide continuing professional development for those covered by the Agreement.

PLC hours completed during the course of an academic year will be payable in the subsequent fiscal year.

All probationary and tenured Administrators who complete thirty (30) PLC hours annually will be compensated at the rate of \$210 per block of three (3) clock hours. **The maximum annual payment for PLC will be \$2,100.** Payment will be disbursed in the subsequent school year.

PLC programs and activities may include, but are **not** limited to:

- West Seneca Teacher Center Courses;
- Inservice Course(s);
- Conferences;
- Approved College Courses;
- Private Workshops;
- BOCES Courses;
- Joint Leadership Administrative Meetings;
- Tele-Conferences;
- Web-Casts;
- Pod-Casts;
- SLO Approval;

- Assessment Development;
- Book Studies;
- Teacher Improvement Plans.

PLC programs and activities are **not** limited to an administrator(s) tenure area.

All requests for PLC credit must receive prior approval from the Superintendent or the Superintendent's designee. If a request for a PLC is denied, a written explanation for the denial will be sent to the Administrator within ten (10) working days.

Only courses taken beyond the normal workday may be used to qualify for the PLC. **The District shall, within reason, pay registration fees associated with in-service (not graduate or under-graduate courses) and workshops offered by non-district agencies or organizations.**

16.1.3 LONGEVITY

a. Longevity (Years of Service in Education):

The District will provide a **longevity increase of \$995**, which will be added to an Administrator's base salary, during each of the following years of an Administrator's **service in the field of education**:

15 years of service;

20 years of service;

25 years of service; and

30 years of service.

b. Longevity (Years of Service in the District):

Additionally, the District will provide a longevity increase of \$2,200, which will be prorated and added to an Administrator's base salary upon reaching their three-year anniversary date as an Administrator with the District.

16.1.4. Universal Pre-Kindergarten (UPK).

1. The Administrator where UPK is housed within a District building (does not include any students/locations from outside agencies) will receive an annual service stipend of \$2,500 for daily oversight of his/her building-based program.
2. The Administrator who oversees the operations of the entire UPK Program (inclusive of the outside agencies, as well as the building-based programs) will receive an annual service stipend of \$10,000.

16.1.5 Universal Pre-Kindergarten (UPK) Position Re-Appointments.

Administrators appointed to the previously listed positions shall be re-appointed annually to these UPK positions, for which they apply, unless unfavorable evaluations are given by the District and steps for improvement have not been satisfactory.

Sections 16.1.4 and 16.1.5 will be subject to re-opening if there is a material change in State UPK requirements.

16.1.6 An Administrator who has been awarded a Doctorate will be paid a one-time stipend of \$2,500.

16.1.7 Stipend Positions. An Administrator who applies for and is assigned any of the positions listed in the chart below, will be paid the one-time stipend specified for the applicable level.

LEVEL 1: \$4,000	LEVEL 2: \$2,500	LEVEL 3: \$1,500
<i>HS Credit Recovery (Sept-June)</i>	<i>HS August Regents Review & Examination Facilitator</i>	<i>Administrative Mentor</i>
<i>MS Credit Recovery (Summer)</i>		
<i>HS Credit Recovery (Summer)</i>		
<i>Elementary Camp Facilitator (Summer)</i>		
<i>HS Stepping Up "Freshmen Intro" Facilitator (Summer)</i>		

16.2 STARTING BASE SALARY

16.2.1 Starting salaries for new administrators shall be no less than the following indicated:

Position	Salary
<i>High School Principal</i>	\$118,042
<i>Middle School Principal</i>	\$103,034
<i>Elementary Principal</i>	\$100,000
<i>Director</i>	\$90,796
<i>Assistant High School Principal</i>	\$88,105
<i>Assistant Middle School Principal; Assistant Elementary School Principal; Assistant Director</i>	\$85,446

16.2.2 Upon promotion, an Administrator's salary shall be established by the District with the understanding that the Administrator so promoted will realize no less than a \$3,000 increase over the Administrator's base salary.

For the purpose of this provision, the line of promotion in ascending order shall be:

1. Assistant Middle School Principal or Assistant Director
2. Assistant High School Principal
3. Director
4. Elementary Principal
5. Middle School Principal
6. High School Principal

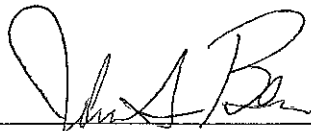
ARTICLE 17
DURATION OF AGREEMENT

17.1 This Agreement shall take effect on the date of execution shown below, except that as to a particular Provision which has a different effective date, such different date shall be controlling. This Agreement shall continue in effect through midnight of June 30, 2028.

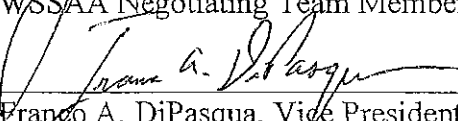
SUBSCRIPTION

IN WITNESS WHEREOF the parties and their respective representatives have executed this Agreement the day of June 30, 2023.


FOR THE ASSOCIATION:



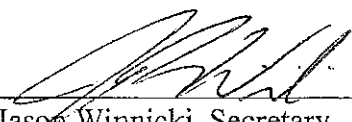
John Brinker, President,
WSSAA Negotiating Team Member



Franco A. DiPasqua, Vice President,
WSSAA Negotiating Team Member

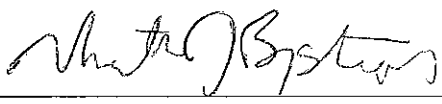


Kimberly McCartan, Treasurer,
WSSAA Negotiating Team Member

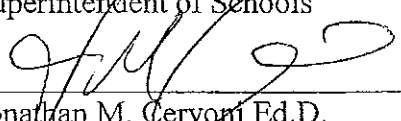


Jason Winnicki, Secretary
WSSAA Negotiating Team Member

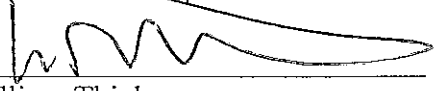
FOR THE DISTRICT:



Matthew J. Bystrak
Superintendent of Schools



Jonathan M. Cervoni Ed.D.
Assistant Superintendent of
Administrative Operations



William Thiel
District Treasurer

Notarized by: *Melissa E. Schutrum*

MELISSA E. SCHUTRUM
Notary Public - State of New York
Reg. No. 01SC6262160
Qualified in Erie County
Commission Expires May 21, 2024

APPENDIX A
GRIEVANCE FORM

Name of Aggrieved Party _____ Position _____

Area Where Major Assignment is served _____ Time and Date of Alleged Violation(s) _____

Article & Section of Agreement Being Grieved: _____

(Use back of form if necessary)

Statement of Facts, including Parties and/or Conditions Responsible for alleged Violations:

(Attach additional sheets if necessary)

Redress Sought: _____

Grievant's Signature: _____

Date: ____/____/____

District Official Receiving Grievance: _____

Date: ____/____/____

Copies to: _____ Party Responsible for the Alleged Grievance
_____ Association President
_____ Immediate Supervisor

