

HAMBURG CENTRAL SCHOOL DISTRICT

Hamburg, New York

NEGOTIATIONS AGREEMENT

by and between

HAMBURG CENTRAL SCHOOL DISTRICT

and

HAMBURG ADMINISTRATIVE COUNCIL

2021 – 2024

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Preamble

In order to effectuate the provisions of the Public Employee Fair Employment Act of the State of New York between the Hamburg Central School District (hereinafter referred to as the "Employer") and the Hamburg Administrative Council (hereinafter referred to as the "Employee"), this agreement is made and entered in the first day of July 2015, by and between the parties.

Article I Recognition

Section I: Whereas, the Board of Education of the Hamburg Central School District recognizes as the exclusive and unchallenged representative of all regularly appointed full-time employees in the following titles: Principal, Assistant Principal, and Director excluding the Superintendent, the Assistant Superintendents, Director of Technology, and Director of Curriculum, Instruction and Assessment.

Section II: The Council affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in any such strike.

Article II Dues Deduction

The Employer agrees to permit individual administrator payroll deduction of membership fees and professional dues for the following organization – Hamburg Administrative Council (unified membership) – subject to the following conditions:

1. The Council recognizes the status of the employees as "public employees" and the provisions of the Taylor Law applicable thereto which prohibit strikes. The Council further recognizes that any public employee who engages in said acts is subject to the penalties provided under State Law. The Council shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Council shall exert its best efforts to prevent and terminate same.
2. The Hamburg Administrative Council is responsible for a letter of transmittal to the Board of Education each year, no later than August 1.
3. New Council members shall retain the right to dues deduction.
4. Individual employees wishing to terminate dues deduction shall notify both the treasurer of the Council and the payroll department, in writing.
5. The Council assumes all responsibility for preparation, printing and processing of the payroll deduction authorization form.

6. Authorized deductions shall be in a maximum of twenty two (22) equal payments starting from the first pay period in September. A minimum of ten dollars (\$10) per pay period shall be deducted.
7. Authorized deductions to be remitted to the Council at the conclusion of each pay period.

Article III Principles

Management Responsibility: The Hamburg Administrative Council recognizes that the Board of Education of the Hamburg Central School District is the legally elected governing body responsible for the determining of policies covering all aspects of the Hamburg Central School District. The Board of Education must operate in accordance with all statutory provisions of the State and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board of Education cannot reduce, negotiate or delegate its legal responsibilities. Anything which is not specifically covered in this agreement remains the exclusive right of the Employer.

Article IV Absences and Leaves

Section I: Illnesses and Accidents

- A. Personal Illness: Following appointment to the staff as a regular full-time employee, on July 1 of each year, sick leave at full salary shall be granted pursuant to the following schedule:
 1. Twenty (20) full sick leave days per year which shall be accumulative to a total of two hundred forty (240) days at June 30.
 2. Any sick leave days above the maximum as of June 30 of each year shall be lost to accumulation.
 3. At the written request of an individual employee and with the recommendation of the Superintendent, the Board of Education may extend an employee's leave due to personal illness because of extenuating circumstances. The employee whose personal illness extends beyond his/her unused sick leave time may be granted a leave of absence without pay for such time as is necessary for complete recovery, on an annual basis. The Employer reserves the right, at the expense of the Employer, to require a medical certificate indicating the employee's fitness to resume work.
- B. Family Illness: An employee shall have the right to use a maximum of twenty (20) days of his/her sick leave time in any one (1) year in case of illness in his/her immediate family. (Immediate family is defined to include only: spouse, children, parents, sister or brother, mother-in-law, father-in-law, grandchildren, stepchildren, step grandchildren and significant other.) If the employee is the sole living relative

of another person, ten (10) of the twenty (20) days may be used for that person's illness.

C. Accidents:

1. Absence due to injuries as a result of conditions in performance of duty and verified by the school physician shall not be charged against the employee's accumulated sick leave. The Employer shall pay to such employee the difference between his/her salary and benefits received under the New York State Workers' Compensation Act. In no instance shall the Employer continue full salary beyond expiration of twelve (12) school months during which he/she would be eligible to receive salary.
2. An employee injured as a result of conditions during the performance of duty for an employer other than the Hamburg Central School District shall not be eligible for benefits under this section.

Section II: Bereavement Leave

Bereavement leave will be granted for the first seven (7) calendar days following the death in the immediate family of a regular employee. (Immediate family to include only: spouse, children, parents, sister or brother, mother-in-law, father-in-law, grandparents, grandchildren, stepchildren, step grandchildren and significant other.)

Section III: Personal Leave

The Employer grants each full-time employee three (3) days of personal leave, not cumulative, with pay. Any personal leave days not used will be added to the employee's sick leave time the following year provided that the maximum sick leave time may not exceed two hundred forty (240) days at June 30.

Section IV: Individual Leave of Absence

An employee may request an individual leave of absence without pay or benefits for a special purpose. An employee desiring such a leave shall file a written statement of his/her need with the Superintendent of Schools who shall make his/her recommendation to the Board for their action.

Section V: Sabbatical Leave

- A. All employees fully certified and having completed a minimum of seven (7) consecutive years of service in the Hamburg Central School District, are eligible to apply for a sabbatical leave.
- B. The purpose of the leave shall be mutually beneficial to the District and the employee.

- C. Application shall be made, in writing, to the Board of Education through the Superintendent and submitted no later than February 1 preceding the school year for which such leave is requested.
- D. A selection committee comprised of the Superintendent who will also be Chairman (one vote), one board of Education member (one vote), President of HAC (one vote), and one member of HAC (no vote), shall report its findings and recommendation to the Board of Education for its consideration.
- E. An employee granted a sabbatical leave must agree to serve at least two (2) years in the Hamburg Central School District upon completion of his/her leave. On default of completing the two (2) years of service, the employee shall repay the District the salary during the leave.
- F. During the period of the leave, the employee cannot basically alter the program initially approved without the written approval of the Superintendent.
- G. The leave shall constitute no fewer than six (6) months to a maximum of one (1) year.
- H. A leave shall be at half salary, plus fringe benefits when necessary.

Article V Annuities

The Employer agrees to identify and then make available annuities in accordance with the provisions of Section 403(b) of the Internal Revenue Code of 1954, as amended. The Employer does not assume and disclaims all legal responsibilities to the employee that the premiums paid for the annuities so purchased, or any part thereof, shall be excluded from the gross income of the employee.

Article VI Evaluation

The evaluation of the work of all employees is the responsibility of the Employer. The purpose of evaluation is to determine the performance of the employee and to encourage the improvement of administrative performance. Evaluations shall be completed by August 1 of each year.

Article VII Medical Insurance

Section I:

The District has adopted a self-funded health insurance plan, i.e. the Hamburg Central School District POS/PPO for Hamburg Central Schools Employees and Retirees ("the Plan"), for all members of the Bargaining Unit. Any employee who accepts health insurance from the District must choose an options that is available under the plan.

Employees will make the following contribution toward their health insurance premiums:

	<u>Family & Single</u>
2021-22	16%
2022-23	16%
2023-24	16%

Section II: Retirement

If requested upon retirement, the Employer would continue to enroll the employee in the District's health plan. The employee will assume the full cost of the coverage, plus a 2% charge, and reimburse the district. When 110 employees are enrolled, the charge will be 2.5%; 150 employees, 2.75%; 200 employees, 3%.

Section III: Overlapping Types of Medical Insurance

No overlapping types of medical insurance shall be permitted with the exception of the current employee who has double coverage. The employee must choose between coverage provided under this contract and the coverage available through a spouse.

Section IV: Health Maintenance Account

The District has established "health maintenance account" under IRC 105(h) for each administrator. The District will annually deposit \$1,900 into the respective accounts. This plan will feature a "swipe card" or comparable mechanism for access to the funds for the purposes indicated therein. There will be a joint effort between the District and Association to establish the process for the administration of the account.

Section V: Health Insurance Waiver

An employee who is currently taking family health insurance coverage or employee & spouse/domestic partner health insurance coverage under the Plan, and who elects to waive health insurance under the Plan and obtains health insurance from another source shall receive an annual payment in the amount of one thousand dollars (\$1,000.00), in accordance with this Section. The same shall apply to any new hire who would be eligible to take family health insurance coverage or employee & spouse/domestic partner health insurance coverage under the Plan at the time of his/her hiring. An eligible employee must furnish the District with confirmation of alternative health insurance coverage. An eligible employee who obtains health insurance from another source may not return to the District's Plan until the next open enrollment period, absent a qualifying event. In situations in which spouses are both employed by the District, neither employee shall be eligible for any waiver payment pursuant to this Section.

The annual waiver payment specified herein shall be issued on or before June 30th, and shall be subject to standard payroll deductions. The waiver payment shall be prorated for:

- A. Employees who terminate their service before the end of the school year;
- B. Employees who re-enter the Plan once they have elected to receive the waiver payment;
- C. Employees who waive health insurance and leave the Plan after July 1st of the school year; and/or
- D. Newly-hired employees whose effective date of employment occurs during the school year.

Article VIII Holidays

Section I: All full-time twelve (12) month employees shall be entitled to the following holidays:

Independence Day	Christmas Day
Labor Day	New Years' Day
Columbus Day	Martin Luther King Day
Memorial Day	Good Friday
Day before Thanksgiving Day	
Thanksgiving Day	
Day after Thanksgiving	

Plus three (3) other days to be designated by the Employer.

Section II: When a holiday falls on Sunday, the following Monday shall be observed as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

Section III: An employee may, with permission from the Superintendent of Schools, substitute another day for a holiday used to complete a project or immediate concern.

Article IX Vacations

Section I: All full-time twelve month employees will receive on July 1 of each year twenty-eight (28) days paid vacation. Upon separation from the district, vacation time shall be prorated based on the time served during the school year. All employees shall be entitled to be paid for accumulated but unused vacation time upon separation with the district at a rate of 1/240th of the administrator's salary in his/her final fiscal year of employment prior to separation for each such day.

Section II: Vacation days may be taken with the prior approval of the Superintendent of Schools. Once vacation days are approved, they may not be changed except by mutual agreement between the Superintendent and the employee.

Section III: An employee may accumulate vacation time to a maximum of fifty (50) days.

a. Any vacation days above fifty (50) days as of June 30 of each year shall be lost to accumulation.

Section IV: Vacation accrued for less than one (1) year's service shall be calculated at the rate of two (2) days per month of service.

Section V: Upon retirement, each unused vacation day will be payable at the rate of 1/240th of the administrator's annual salary in his/her final fiscal year of employment through an employer non-elective contribution into a 403(b) account or by depositing the amount into the administrator's 105-h account.

Section VI: Effective July 1, 2015, Administrators with one (1) to five (5) years administrative service to the Hamburg Central School District will be eligible to convert up to two (2) days of unused vacation time. Administrators with six (6) to nine (9) years administrative service to the Hamburg Central School District will be eligible to convert up to four (4) days of unused vacation time. Administrators with ten (10) years or more administrative service to the Hamburg Central School District will be eligible to convert up to six (6) days of unused vacation time.

Article X Professional Files and Personnel Folders

The employee, upon request to the Assistant Superintendent, shall have the right to review the contents of his/her file, except pre-employment references, during normal office hours. No material, except pre-employment references, which serves to evaluate the performance or service of an employee, shall be placed in the files unless the employee has had an opportunity to read the material and initial it. Such signature does not necessarily indicate agreement with the content.

Article XI Grievance Procedure

DEFINITION: A grievance is a claim by an employee that there has been, as to him, a violation, misinterpretation or inequitable application of any of the provisions of this agreement.

Use the grievance form in Appendix A for Steps I, II and III of the grievance procedure.

STEP I: An Employee will first take the matter up informally or verbally with the Assistant Superintendent no later than ten (10) days after the alleged grievance first occurred.

STEP II: If the grievance is not satisfactorily resolved in Step I, the grievant shall present the grievance in writing to the Assistant Superintendent within five (5) days after the informal conference. The Assistant Superintendent shall render a decision in writing within five (5) days and present the written decision to the grievant.

STEP III: If the grievance is not satisfactorily resolved in Step II, the grievant may file an appeal in writing to the Superintendent or his/her designee within five (5) days after receiving the decision in Step II. The Superintendent, or his/her designee, shall have five (5) days after receiving the grievance to provide an answer to the grievance.

STEP IV: If the grievance is not resolved by the Superintendent, after meeting with the grievant, or within ten (10) days thereafter, the Council may request arbitration within fifteen (15) days. The arbitrator shall be chosen and the arbitration governed by the rules and procedures of the American Arbitration Association. The cost of the arbitrator shall be borne equally by the parties. The arbitrator is not to modify, enlarge or restrict the provisions of this agreement. The authority of the arbitrator does not extend to matters which are not covered in this contract. The decision of the arbitrator shall be binding on both parties.

RIGHT TO COUNSEL: Both the Employer and the Employee have the right to legal counsel and/or a representative of the Council at each stage of the grievance procedure.

Article XII Sick Leave Conversion

Section I:

- A. Employees who do not participate with the District Health Insurance Plan, and who are eligible to retire pursuant to the NYSTRS, with eight (8) or more years of service and who submit to the Board of Education a written, signed and dated Letter of Resignation at least four (4) months prior to the effective date of retirement, shall receive 80% of the value of the following retirement award in Article XII, Section I (C) with said amount to be payable through an employer non-elective contribution into a 403(b) account or by depositing the amount into a 105(h) account for the employee, at the employee's option
- B. Employees who participate with the District's Health Insurance Plan and who are eligible to retire pursuant to the NYSTRS with eight (8) or more years of service and who submit to the Board of Education a written, signed and dated Letter of Resignation at least four (4) months prior to the effective date of retirement, shall receive the following retirement award in Article XII, Section I (C) with said amount to be payable through an employer non-elective contribution into a 403(b) account or by depositing the amount into a 105(h) account for the employee, at the employee's option.
- C. For all accumulated sick leave as per the maximum accumulated in Article IV, Section I (A)(1), will be paid at the daily rate of:

\$130 per day effective July 1, 2012

Section II: Should the retiree die, then the remaining dollars in the account shall fund health benefits for the spouse until depletion or death of the spouse.

Section III: The benefits provided in this Article, including any benefits remaining to be paid as the result of the retiring employee's election to utilize the sick leave conversion to purchase health insurance coverage, shall not be paid if the Employer is required, on or after the effective date of the employee's retirement, by any statute or regulation to provide or contribute to the payment for health insurance coverage for retired employees. In the event of such a statutory or regulatory requirement, the parties agree forthwith to begin negotiations toward an amendment to meet the concerns of both the Employer and employee. In the event the parties are unable to reach an agreement, all such benefits will expire on the effective date of such statutory or regulatory requirement.

Article XIII Mileage

Administrators, whose responsibilities require them to travel from building to building during the normal work day, shall be reimbursed according to the district rate.

Article XIV Salary

Section 1:

Increase on 2020-21 base pay shall be as follows:

2021-22	3.0%
2022-23	2.5%
2023-24	2.5%

Starting salaries for new hires shall be as follows:

	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
High School Principal	\$119,120	\$122,098	\$125,151
Middle School Principal	\$115,510	\$118,398	\$121,358
Elementary School Principal	\$109,495	\$112,232	\$115,038
Assistant Principal	\$ 89,641	\$ 91,882	\$ 94,179
Director	\$108,291	\$110,999	\$113,774

Section 2:

The District shall establish/maintain a direct deposit arrangement for all employee payroll deposits for any bank or credit union that is licensed to do business in New York State and that is able to accept electronic fund transfers from the District's primary payroll depository. All bargaining unit members shall be required to use direct deposit for all payroll payments.

Longevity: A longevity increment is effective only for Hamburg administrative service.

Beginning of 10 years' service \$1000
Beginning of 15 years' service \$2000
Beginning of 20 years' service \$1000

Effective July 1, 2012, newly hired members of the Hamburg Administrative Council shall not be eligible for this benefit.

Article XV Job Posting

As administrative vacancies occur within the school district, they shall be posted on the employees' bulletin board in each building for three (3) consecutive working days, excluding Saturday, Sunday and holidays. The job vacancy will also be emailed to all employees once it has been posted.

Article XVI Attendance at Graduation and Board Meetings

As part of their service and duty to the Hamburg Central School District, all members of the Hamburg Administrative Council (HAC) will attend the Hamburg High School Graduation ceremony each year. In addition, the Union President or his/her designee shall attend regularly scheduled meetings of the Board of Education.

Article XVII Scope and Duration of Agreement

Section I: Totality of Agreement

This contract incorporates the entire understanding of both parties on all issues which have been discussed during negotiations.

Section II: Scope of the Agreement

This agreement shall supersede any rules, regulations or practices of the Employer which shall be specifically contrary to or inconsistent with the terms hereof. All rights and prerogatives heretofore exercised by the Employer with respect to all matters not specifically covered in this agreement shall remain the rights and prerogatives of the Employer.

Section III: Conformity to Law

If any provision of this agreement is or shall at any time be contrary to state and/or federal law, then such provision shall not be applicable or performed or enforced.

Section IV: Duration

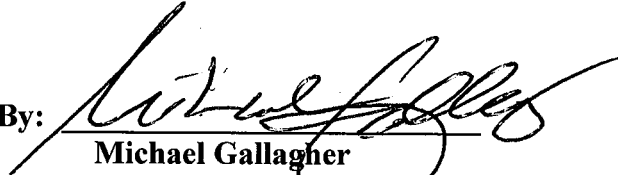
The provisions of this agreement shall be effective as of the date of July 1, 2021 and shall remain in full force and effect until June 30, 2024.

Section V: Legislative Implementation

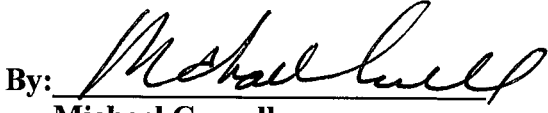
Any provision of this agreement requiring legislative action to permit its implementation by amendment of law, or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has taken such action.

In witness whereof, the parties have hereunto set their hand and/or seals this
27th day of April, 2021.

Hamburg Administrative Council

By: 
Michael Gallagher
President

Hamburg Central School District

By: 
Michael Cornell
Superintendent of Schools

APPENDIX A

Fill out two copies. Retain one copy and give one copy to the appropriate Administrator indicated in Steps I – V of Article XI – Grievance Procedure.

1. Your Name: _____

Your Position: _____

2. State briefly what your grievance is about:

3. What paragraph(s) of the Agreement do you feel have been violated?

4. What relief are you seeking?

Your Signature: _____

Date Submitted: _____