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Contract Database Metadata Elements

Title: **Albion Central School District and Albion Central School District Educational Support Staff (2008)**

Employer Name: **Albion Central School District**

Union: **Albion Central School District Educational Support Staff**

Effective Date: **07/01/08**

Expiration Date: **06/30/12**

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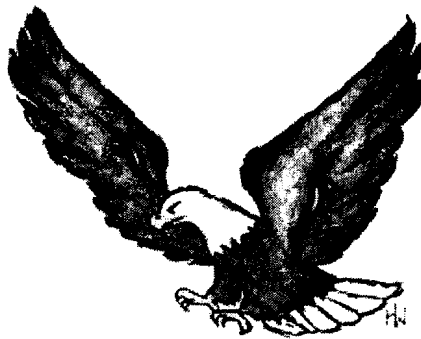
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WC | 4450

AGREEMENT
BETWEEN
THE SUPERINTENDENT OF THE
ALBION CENTRAL SCHOOL DISTRICT
AND
THE ALBION CENTRAL SCHOOL DISTRICT
EDUCATIONAL SUPPORT STAFF



JULY 1, 2008 To JUNE 30, 2012

RECEIVED

DEC 03 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

39 employees

EDUCATIONAL SUPPORT STAFF

Maureen Bennett, President
Nancy Moore, Vice President
Wendy Ross, Secretary/Treasurer
Sue Newton, Negotiator - ES
Tammy Neal, Negotiator - MS

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PREAMBLE

The Superintendent of the Albion Central School District and the Albion Central Schools Educational Support Staff have entered into this Agreement to establish wages, hours and other terms and conditions of employment for employees covered by the Agreement.

ARTICLE I Recognition

- 1.1 The Board of Education of the Albion Central School District ("Board") recognizes the Albion Central School District Educational Support Staff as the sole and exclusive representative of all clerks, typists, registered nurses, occupational therapists and teacher aides of the Albion Central School District.
- 1.2 It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE II Dues Checkoff and Payroll Deductions

- 2.1 The employer shall deduct and remit to the agent of the Association regular membership dues for those employees who have executed the appropriate authorization cards.
- 2.2 If a change in the amount of dues to be deducted occurs, the agent of the Association or employee shall notify the District of such change. The change shall be made within two (2) pay periods from the date of notification.
- 2.3 In addition to the above deductions, the employee shall be allowed the following deductions:
 - 2.3.1 Credit Union
The District will deduct from the salaries of its employees an amount individually and voluntarily authorized and transmit said amount to the Credit Union.
 - 2.3.2 Retirement System Loans
The Board shall deduct from the salaries of its employees an amount individually and voluntarily authorized for loan payments to the employees' retirement system and forward said monies to the system.

2.3.3 Tax Sheltered Annuity

The Board shall deduct from the salaries of its employees an amount individually and voluntarily authorized under a Tax Sheltered Annuity Plan. Employees must comply with all requirements of the plan and applicable laws, rules and regulations before such deduction can be authorized.

2.3.4 NYSUT Benefit Plans

The Board shall deduct from the salary of any employee amounts which the employee individually and voluntarily authorizes for purposes of program offered through the NYSUT Benefit Trust. Employees must have executed a Payroll Deduction Authorization prior to the deduction taking effect.

ARTICLE III Employment

3.1 Term of Employment

The Board of Education shall establish the term of employment for employees covered by this agreement.

3.2 Working Hours

Hours of work for all employees in the unit shall be 37.5 hours per week, except as listed.

- a. Employees covered by this agreement shall work 27.5 hours during July and August. (9:00 a.m. to 3:00 p.m. daily) unless alternative hours are approved by the principal and notification sent to the Superintendent of Schools.
- b. Employees covered by this agreement shall work from 9:00 a.m. to 3:00 p.m. daily (on non holidays) during Thanksgiving, Christmas, February and Spring breaks.
- c. Nurses, District Aides and Occupational Therapists are considered 10-month employees and follow the teachers' calendar. District Aides can end the year of employment when students are dismissed without penalty of deduct days, however they will not be paid for those days.
- d. No District Aide shall be scheduled before 7:00 a.m., nor later than 6:00 p.m. Hours shall be scheduled consecutively. Once the Aide's hourly schedule is established, it will remain in place for a school year.
- e. Employees funded by grants shall be assigned a term of employment based on available funding.

3.3 Employees shall be entitled to a one-half (1/2) hour lunch period beyond their work hours. Twelve-month employees shall be entitled to one-half (1/2) hour of lunch during breaks in which the hours are designated as 9:00 a.m. to 3:00 p.m.

3.4 Employees may be loaned or reassigned to another position within their classification.

- 3.5 Employees required by their building supervisor to work during emergency closings will be given compensatory time. Employees shall not be docked hours when school is closed for an emergency (i.e. snow day). Hourly employees will be compensated at their daily hours for emergency closings.
- 3.6 Personnel File
The District shall maintain a personnel file which shall contain copies of all information pertaining to a staff member. Each building principal will maintain a supervisory file for all support staff assigned to that building. The supervisory file shall contain all evaluation reports and copies of all memoranda of supervisory nature forwarded to the employee. The employee shall be entitled to reviews of the District and Supervisory files upon request and may have an Association representative present during this review if the employee chooses. The employee shall be provided with a copy of any material added to his or her file which is critical of performance or conduct. The member shall acknowledge receipt of a copy of the materials and shall have the right to submit a written answer which will be attached to the material(s) and placed in the file.
- 3.7 Benefit Accrual
All Contractual benefits that refer to "days" shall be changed to an hourly accumulation. Current benefits shall be converted from days to hours as follows:
- | | |
|---------------------|-------------------|
| 12 month employees: | 1 day = 7.5 hours |
| 10 month employees: | 1 day = 7.5 hours |
| 10 month aides: | 1 day = 7.5 hours |

ARTICLE IV
Sick Time

- 4.1 Each employee shall accrue 9.375 hours of paid sick leave per full month of employment. All unused hours shall be added to the employee's accumulated sick leave on July 1st of each year.
- 4.2 Each employee shall be allowed to accumulate an unlimited amount of sick leave.
- 4.3 Absence due to illness must be reported at least one hour before the start of work.
- 4.4 Physician's Verification
4.4.1 The employee's supervisor may request a physician's statement for each absence of an employee due to illness which continues for more than three (3) or more consecutive days.

- 4.4.2 The Superintendent of Schools may require that the employee confer with the District physician regarding the employee's health at such time as the employee has been absent from work for thirty (30) hours or more within a month period.
- 4.5 The Association members agree that they will not willfully violate or misuse their sick leave, nor misrepresent any statement or condition. The Association Officers, moreover, will actively assist District Supervisors in insuring that leave benefits are not misused.
- 4.6 On an emergency basis, sick leave benefits can be used for cases of illness or serious injury of an employee's spouse or children which necessitates the employee's absence from work. An employee can also use up to three (3) days of accumulated paid sick leave per year on an emergency basis for cases of illness or serious injury for a parent who resides in the employee's household and for whose physical care the employee is principally responsible.
- 4.7 A non-use of sick leave incentive bonus shall be paid to each qualifying employee. The non-use of sick leave incentive bonus shall be 2% of the completed year's salary. An employee, after completing one year of service, who has used 15 hours of sick leave or less and zero hours of deduct time between July 1st and June 30th of the school year shall be eligible for the bonus by submitting a claim form to the Superintendent. Payment will be made by July 15th.

ARTICLE V
Compassionate Leave

- 5.1 A staff member absent from duty due to the death of a spouse, child, parent, parent-in-law, grandparent, grandchild, brother or sister, son and/or daughter-in-law or person residing in the household shall have a maximum of five (5) days of compassionate leave per occurrence. The leave is not to be subtracted from any sick leave, nor is it to be allowed to accumulate from year to year.
- 5.2 Compassionate leave days must be used for purposes related to the death of a family or household member. Legal verification of death may be required by the employee's supervisor.

ARTICLE VI
Personal Leave

- 6.1 Each employee shall be provided with fifteen (15) hours personal leave per fiscal year. Personal leave shall not be used to lengthen an established vacation or holiday period. Personal leave shall accumulate to sixty (60) hours.

ARTICLE VII
Leave of Absence

- 7.1 A request for a short-term leave of absence without pay (up to ten [10] days) shall be subject to the discretion of the employee's supervisor and the Superintendent of Schools. Such leave shall be segregated on the employee's records from other absence and the employee may be charged directly for that portion of medical benefits or other costs incurred by the District during the period of absence. Leave must be taken on a consecutive basis.
- 7.2 Requests for long-term leaves of absence (from eleven (11) days to one [1] year) shall be submitted to the Board of Education through the Superintendent of Schools. They will be granted for only unusual situations and circumstances. Fringe benefits will not be provided.
- 7.3 Maternity leave, use of accumulated sick leave time, will be approved upon physician notice of employee disability, immediately before and/or following delivery of a child.
- 7.4 Child-rearing leave will be provided upon request for up to one year following delivery or adoption of a child. The leave shall be without pay. Medical benefits will be continued at the employee's expense. The employee must pay the premium in advance of such leave.
- 7.5 A bargaining unit member required to serve jury duty shall receive full pay and benefits during such service. The member shall provide a copy of the jury notice as soon as it is received. Employees on jury duty will report to work when the court does not require his/her presence. Upon payment for jury duty, the employee shall reimburse the District the amount he/she was paid for the performance of jury duty excluding any expense reimbursement.

ARTICLE VIII
Vacation

- 8.1 Twelve-month employees covered by the contract shall accrue vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Accrual per Pay Period*</u>	<u>Annual Accrual of Vacation</u>
1st. yr. thru 6/30 of 3rd yr.	3.173 hours	82.498 hours
July 1st of 4th yr.	3.462 hours	90.012 hours
July 1st of 5th yr.	3.75 hours	97.5 hours
July 1st of 6th yr.	4.04 hours	105.04 hours
July 1st of 7th yr.	4.33 hours	112.58 hours
July 1st of 8th yr.	4.62 hours	120.12 hours
July 1st of 9th yr. through June 30th of 12th yr.	4.91 hours	127.66 hours
July 1 st of 13 th yr.	5.771 hours	150.046 hours

* based on 26 payroll periods per year

- 8.1.1 Vacation time shall be requested seven (7) calendar days in advance of the day the employee wishes to commence his/her vacation except in the case of emergency. In such cases, the employer shall waive the seven (7) day request requirement.
- 8.1.2 Vacation must be approved by the employee's supervisor.
- 8.1.3 All vacation time must be taken in increments of an hour.
- 8.2 An employee shall be granted additional vacation accruals on July 1st of each fiscal year in which the employee will complete the year of service necessary to receive the additional vacation accruals.
- 8.3 There shall be no accumulation or carry-over of vacation days beyond one (1) year. Vacation time shall accrue during the fiscal year ending June 30th and may be used any time during the next twelve months of employment.
- 8.4 If a holiday(s) falls within the vacation period of an employee, the employer shall not include the holiday as a vacation day.
- 8.5 Upon retirement, death, or other type of separation from service, the employee, the employee's beneficiary or estate shall be paid for all his/her unused accumulated vacation accruals.

ARTICLE IX
Paid Holidays

9.1 Holidays

9.1.1 Secretaries (12 months)

- | | |
|---------------------------|----------------------------|
| 1. July 4th | 7. Christmas Eve |
| 2. Labor Day | 8. Christmas Day |
| 3. Columbus Day | 9. New Years Day |
| 4. Veterans Day | 10. Martin Luther King Day |
| 5. Thanksgiving Day | 11. Patriots' Day |
| 6. Day After Thanksgiving | 12. Good Friday |
| | 13. Memorial Day |

9.1.2 R.N.'s (10 months)

As Above, excluding July 4th.

9.1.3 Aides (hourly)

- | | |
|---------------------------|---------------------------|
| 1. Columbus Day | 6. Christmas Day |
| 2. Veterans' Day | 7. New Years Day |
| 3. Thanksgiving Day | 8. Patriots' Day |
| 4. Day After Thanksgiving | 9. Martin Luther King Day |
| 5. Christmas Eve Day | 10. Good Friday |
| | 11. Memorial Day |

ARTICLE X
Health Insurance

10.1 The Board will pay 80% of the health insurance coverage of the Orleans/Niagara BOCES Health Care Consortium Plan CM (200/400) deductible for either individual or family coverage as applicable for each full-time employee desiring to be covered and is enrolled before July 1, 2008. This health insurance coverage will include coverage under an Orleans/Niagara Health Consortium prescription plan with a \$10.00 employee co-payment for generic drugs, a \$20.00 employee co-payment for non-generic drugs, and a \$30.00 co-payment for non-preferred.

For any new employee enrolled in the Orleans/Niagara Health Plan on or after July 3, 2004, the District will pay 97% of the cost of the POS or PPO health insurance coverage for eligible members. Beginning on July 1, 2009, the District will pay 94% of the premium of POS or PPO. Beginning July 1, 2010, the District will pay 93% of the premium of POS or PPO coverage. Beginning July 1, 2011, the District will pay 90% of the premium of the POS or PPO coverage. Effective July 1, 2008 the prescription drug plan will have a 20%co-pay. Employees who leave the traditional plan will not be permitted to re-enroll in the traditional plan.

10.2 In order to be entitled to health insurance benefits, the individual must be employed for a minimum of 20 hours per week. New employees hired after March 4, 2004 who earn less than \$16,000 shall pay 50% of the POS or PPO health insurance or may choose to receive 50% of the stipend referred to in section (10.3). Employees moving from any existing position in the district to a position in this unit without a break in service, are not considered new employees under this section (10.2).

10.3 A stipend of \$3,000 is offered to each employee who on or before July 1 of each school year of this contract does not participate in the health insurance offered by the District.

10.4 The Board shall pay the full cost of a single or family Dental Plan, through Dental Pay, Inc., or its equivalent.

10.5 Health insurance coverage will be that provided by Orleans Niagara Health Consortium or any successor organization, or if agreed to by the parties, another provider. In the event that any of the plans offered by the Consortium, including the current Traditional Plan, POS, PPO or prescription plan is discontinued by the Orleans Niagara Health Consortium, the Superintendent and ESS President will mutually agree on a replacement plan that is substantially equivalent to either the PPO or POS and corresponding prescription plan.

10.6 The District shall establish and maintain an IRC Section 125 plan and contribute \$300 per year on behalf of each unit member.

ARTICLE XI
Retirement

11.1 The District shall assume the mandated share of the applicable Tier 1,2 (75i/h), Tier 3 (Article 14) and Tier 4 (Article 15) plan of the Employees' Retirement System of New York State including the 41j sick leave option.

11.2 For unit members meeting the criteria below, the District will make available retiree health and/or prescription coverage through the Orleans Niagara Health Consortium under the same conditions as active employees. For each 187 hours of accumulated sick time the unit member may purchase one year of health or 1 year of prescription coverage. The unit member may purchase a combination of health and/or prescription coverage not totaling more than 10 Years of coverage(1,870 hours). The unit member will choose at the time of retirement how many years of health and/or prescription coverage they will purchase. Qualifying unit members will have completed 10 years of service in the district and will be retiring from active service with the district. The unit member does not have to be actively enrolled in the insurance plan at the point of retirement to purchase retiree health and/or prescription coverage.

11.3 Retirees will be provided the opportunity to purchase the prescription plan and/or dental plan at cost.

11.4 Upon retirement, an employee may vest his/her accrued sick leave and may purchase health insurance using the negotiated formula at a future day if such coverage is not needed at the time of retirement.

11.5 Unit members not participating in any other local Retirement Incentives may qualify for an Early Notice Incentive. A unit member will receive a \$1,500 incentive payment if he/she submits in writing by September 30 that the member will be retiring on June 30 of the same school year. This applies to any employee eligible to retire and who has at least 10 years of service with the Albion Central School District. The Early Notice Incentive is in effect for the life of this contract.

ARTICLE XII
Designation of Positions

- 12.1 The Board shall designate all positions. Positions may be created or abolished within a fiscal year by action of the Board of Education. The District shall notify the Association President within ten (10) days of Board action hiring new bargaining unit employees.

ARTICLE XIII
Seniority

- 13.1 Seniority shall be determined for members of the bargaining unit on the basis of the total number of actual months of service rendered to the District within each seniority unit and then within each job classification, calculated from the first day of actual service following appointment by action of the Board.
- 13.2 Seniority shall be frozen during a period of unpaid leave of one (1) month or more.

ARTICLE XIV
Posting Vacancies

- 14.1 At such time as either a new position is created, or an employee formally relinquishes a position through a resignation, or a permanent vacancy occurs, notice of the position will be posted in all buildings of the District for at least five (5) days before the position is filled by action of appointment by the Board.

ARTICLE XV
Appointment

- 15.1 Selection criteria for all positions within the unit shall include a consideration of the applicant's experience, their performance review, examination scores, if available, and appropriate requirements and regulations. When two (2) or more present employees are equally qualified, the one with greater seniority within a seniority unit shall be given the preference for promotion.

ARTICLE XVI
Discharge and Discipline

- 16.1 Employment and discipline of employees in this unit are governed by Civil Service Law.

ARTICLE XVII
Layoff and Recall Provision

- 17.1 For the purposes of layoff of competitive and noncompetitive employees, the employee(s) with the least seniority within a seniority unit (District or Federal) shall be the first to be laid off within the title, until the total number of employees required to decrease forces shall be established. Recalls shall be in the inverse order of layoff within a funding category.
- 17.2 All part-time and/or temporary employees within each funding category shall be laid off prior to the layoff of full-time employees in that title.

ARTICLE XVIII
Grievance Procedure

- 18.1 A grievance is a claim by an employee or the Association that there exists a violation of a provision of this agreement.
- 18.2 A grievance must be brought within sixty (60) days of the alleged violation.
- 18.3 Procedure for the resolution of the grievance:
- A. Stage One:
The first step shall consist of a written presentation to the supervisor describing the violation and specifying the Article and Section of the agreement which has been violated. The supervisor shall respond in writing within a seven (7) day period following receipt of the grievance. The written presentation and response must be signed and filed with the Superintendent of Schools.
- B. Stage Two:
The second step shall consist of a written request by the employee or the Association for a review. The Superintendent or his designee shall hold a formal grievance hearing at which the employee, representatives of the Association, and the supervisor will present oral and/or written statements and recommendations. The Superintendent or his designee shall render a finding statement of resolution within ten (10) days.

C. Stage Three:

The third step shall be a request by the Association for review by the Board of Education. Such request shall be in writing and filed with the Clerk of the Board of Education within ten (10) days of the receipt of the Superintendent's decision. The Board will review the transcripts of the hearing and act upon the grievance at the next regular meeting of the Board of Education. The Board may rule upon the matter or refer the matter to a follow-up inquiry and hearing by a committee selected by the Board. The decision of the Board or committee will be binding upon all parties. Such committee shall consist of three members of the Board of Education selected by the total membership of the Board. The decision of the committee must be rendered within fifteen (15) days of the time of the meeting.

ARTICLE XIX
Complete Agreement

19.1 The parties acknowledge that this Agreement establishes the terms and conditions of employment for employees within its coverage and supersedes any rules or regulations or practices which are contrary to or inconsistent with its terms. The parties further acknowledge that the provisions of this Agreement may be altered, modified, supplemented or deleted only by written amendment executed by the parties.

ARTICLE XX
Salary

20.1 Each employee shall receive a salary increase as follows:

	2008-2009	2009-2010	2010-2011	2011-2012
Nurses, Clerical, OTR	3.5%	3.5%	3.5%	3.5%
Aides	.38 per hour	.41 per hour	.42 per hour	.44 per hour

The salaries below are established as a guideline for new hires. The District reserves the right to start qualified, experienced individuals at a rate higher than the beginning salary.

	2008-2009	2009-2010	2010-2011	2011-2012
Aides	7.15	7.50	7.55	7.60
RN's	23,500	24,000	24,500	25,000
Clerical	20,000	20,400	20,800	21,200
OT's	25,000	25,750	26,500	27,250

20.2 Unit members who must maintain a license for employment will receive a stipend of \$600 each year of the contract.

- 20.3 All employees will participate in employer's direct deposit program and compensation shall be delivered to them by direct deposit into their designated individual bank accounts. Such accounts shall be located at banks which participate in employer's direct deposit program. Exceptions will be made for an employee in unusual circumstances to receive a district check in lieu of direct deposit for up to two pay periods upon recommendation of a unit officer and approval of the Superintendent or Superintendent's designee.
- 20.4 Job related college courses or BOCES courses, pre-approved by the Superintendent of Schools, shall be reimbursed at one time payment of \$25 per credit hour. A BOCES course will be considered as one (1) credit hour. One day workshops, etc., or courses paid by the District will be excluded from such reimbursement, as well as any course credit work earned during any part of the working day. Payment will be made upon submission of documentation verifying successful completion of the course.

ARTICLE XXI

Extra-Curricular Positions

- 21.1 The Union acknowledges that extra-curricular positions are positions that are negotiated by the ATA for its membership with the exception of the Fall and Winter Athletic Ticket Manager positions. These are offered first to the members of the Educational Support Staff Unit at a salary of \$250 for the Fall Season and \$650 for the Winter Season. Further, it agrees that members of this unit may serve in extra-curricular positions only after all instructional staff (members of the ATA) have been offered the position and no ATA member is available. Extra-curricular positions are offered to members of this bargaining unit only after all ATA personnel have passed over the position. Unit members must hold appropriate certifications when applying for coaching positions. They shall be paid at the rate negotiated for an ATA member.
- 21.2 Members of the unit may be assigned to supervisory positions by the administrator in charge of an activity. During the life of this contract, members of the unit who supervise shall be paid at a rate of \$50 per activity.

ARTICLE XXII
Duration of Agreement

21.3 Unless otherwise specifically noted, all provisions of this Agreement shall be affective on July 1, 2008 and shall remain in effect until June 30, 2012. This Agreement shall continue until superseded by the adoption of new or revised agreement which has been accepted by the Association and the Board.

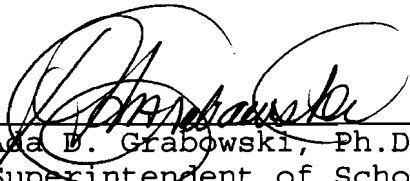
It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

The Negotiation Team Representatives for the Education Support Staff and the District have reached a final tentative agreement represented in this document and in the attached salary schedule. This agreement is subject to ratification by the Unit and approval by the Albion Central School District Board of Education.

DISTRICT REPRESENTATIVE:


SUPPORT TEAM REPRESETATIVE:

By:



Ada D. Grabowski, Ph.D.
Superintendent of Schools

By:



Maureen Bennett
President
ACS Education Support Staff

DATED: _____

4-21-08

c:Contracts/EdSupStaff CONTRACT 09-12
sal

