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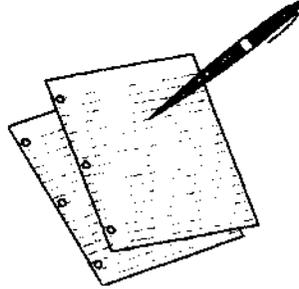
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WC/7898

**BYRON-BERGEN CENTRAL SCHOOL**



*Agreement between  
The Byron-Bergen Central School District*

*and*

*The Byron-Bergen Office Personnel and  
Teachers' Aides Association*

*7/1 6/30*  
**2013-2017**

COMPLETE AGREEMENT

WITH RESPECT TO THIS AGREEMENT, THE PARTIES AGREE THAT ALL PROPOSALS TO BE CONSIDERED HAVE BEEN DISCUSSED DURING NEGOTIATIONS. ALL AGREEMENTS SHALL BE IN WRITING. THIS AGREEMENT SHALL CONSTITUTE THE FULL AND COMPLETE COMMITMENT BETWEEN THE PARTIES AND MAY BE ALTERED, CHANGED, ADDED TO, DELETED FROM, OR MODIFIED ONLY THROUGH THE VOLUNTARY AND MUTUAL CONSENT OF THE PARTIES IN A WRITTEN AND SIGNED AMENDMENT TO THE AGREEMENT.

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

BYRON-BERGEN CENTRAL SCHOOL DISTRICT

C Kosiorek  
Casey Kosiorek  
Superintendent of Schools

7/25/13  
Date

BYRON-BERGEN OFFICE PERSONNEL/TEACHERS' AIDES ASSOCIATION

Sally Mech  
Sally Mech  
President

7/30/13  
Date

Judy Green  
Judy Green  
Vice President

7/30/13  
Date

Grace Jack  
Grace Jack  
Secretary

7/30/13  
Date

TABLE OF CONTENTS

	PAGE
Agreement .....	1
Purpose and Intent .....	1
 <b>ARTICLE I</b>	
Section 1 - Recognition .....	1
Section 2 - No Strike .....	1
Section 3 - Rights of Employees .....	1

## AGREEMENT

This agreement made and entered into between the Byron-Bergen Central School District (hereinafter referred to as the "District") and the Byron-Bergen Office Personnel/Teachers' Aides Association (hereinafter referred to as the "Association").

### PURPOSE AND INTENT

*The general purpose of this Agreement is to set forth terms and conditions of employment and to promote order and improve the labor relationships for the mutual interest of the District and its employees, and set forth herein an Agreement covering wages, working conditions, and other conditions of employment to be carried out, observed and performed by the parties hereto.*

*To these ends, the District and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.*

*Examples and notes which are stated in any of the following articles are for the purpose of clarification only, and are not legally binding.*

*Now, therefore, in consideration of the agreements, understandings, terms, and conditions therein contained and in consideration of other good and valuable considerations, it is hereby mutually agreed by the parties hereto as follows:*

### ARTICLE I

#### Section 1. RECOGNITION

Pursuant of the New York State Public Employment Relations Act, the Byron-Bergen Central School District recognizes the Association as the exclusive negotiating representative of all 10 month and 12 month Office Personnel including but not limited to Secretary, Senior Clerk, and Clerk Typist, and 10 month Teacher Aides including but not limited to media center aides, those assigned in classrooms with teachers, as one-on-one with students, in health office with nurse, in library with librarian, in copy room, in computer room, or assisting other staff with special duties.

#### Section 2. NO STRIKE

The Association agrees that it will not cause, condone, sanction or participate in any strike, walkout, slowdown or work stoppage.

#### Section 3. RIGHTS OF EMPLOYEES

It is understood and agreed that employees have a right to join or not to join the Association, and that membership in the Association is not or shall not be a condition or prerequisite for the employment or the continuation of employment of any employee.

**Section 4. PREEMPTORY PROVISIONS**

If any provision of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall not be deemed valid and in force except permitted by law, but all other provisions or applications shall continue in full force and effect.

**a. ALTERATION OF AGREEMENT**

No agreement, alteration, understanding variation, waiver, or modification of any of the terms or conditions or covenants contained herein, shall be made by an employee or group of employees with the District, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in future enforcement of all the terms and conditions herein.

**Section 5. COMPLETE AGREEMENT**

With respect to this Agreement, the parties agree that all proposals to be considered have been discussed during negotiations. **ALL AGREEMENTS SHALL BE IN WRITING.** This agreement shall constitute the full and complete commitment between the parties and may be altered, changed, added to, deleted from or modified through the voluntary and mutual consent of the parties in a written and signed amendment to the Agreement.

**Section 6. NEGOTIATING TEAM**

The negotiating team representing this Association will be comprised of at least one Office Personnel member and one Teacher Aide member.

**ARTICLE II  
MANAGEMENT RIGHTS**

**Section 1. SPECIFIC RIGHTS**

The employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services; and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations.

**Section 2. GENERAL**

The above rights of the Employer are not all inclusive, but indicate the type of matters or rights to which belong to and are inherent to the Employer. Any and all the rights, powers, and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

**ARTICLE III  
GRIEVANCE PROCEDURE**

**Section 1. DECLARATION OF PURPOSE**

*It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal.*

**Section 2. DEFINITIONS**

- 2.1 A **Grievance** shall be defined as a complaint by an affected member of the negotiating unit that there has been a violation, misinterpretation or misapplication of a provision of this agreement.
- 2.2 The **Chief Officer** is the Superintendent of Schools.
- 2.3 **Association** shall mean Byron-Bergen Office Personnel/Teachers' Aides Association.
- 2.4 **Aggrieved Party** shall mean any person or group of persons in the negotiating unit filing a grievance.
- 2.5 **Party in Interest** shall mean the grievant's representative from the bargaining unit and any party named in the grievance who is not the aggrieved party.
- 2.6 **Hearing Officer** shall mean any individual charged with the duty of rendering decisions at any stage of grievance hereunder.
- 2.7 **Employer** shall mean the Board of Education of the Byron-Bergen Central School or their designated representative.
- 2.8 **The Working Day** is any day the District Office is open.

**Section 3. GENERAL PRINCIPLES**

- 3.1 All grievances shall include the name and position of the aggrieved party and, where possible, the Article and Section which has allegedly been violated, misinterpreted or misapplied, the time and when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing said events or conditions if known and the aggrieved party, and the general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 Except for informal decisions at Stage I, all decisions shall be rendered in writing at each step of the grievance procedure.
- 3.3 Each individual who wishes to have a grievance considered under the procedure hereby established must initiate and carry through the necessary procedures on his/her own behalf. However, where the grievance or an appeal seems to involve a similar situation for a number of employees and appears to involve system-wide policies, it may be submitted by the Association directly at Stage 3 of the grievance procedure as described below.
- 3.4 The preparation and processing of grievances shall be arranged to avoid interruptions of the work day.

- 3.5 Nothing contained herein will be construed as limiting the right to any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having a grievance formally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

#### **Section 4. TIME LIMITS**

- 4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement in writing.
- 4.2 If a grievance is not filed within the time limit in Section 5.1(a) or if a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Article shall be barred.
- 4.3 Failure at any stage of this grievance procedure to communicate a decision to the aggrieved party, his/her representative and the Association within the specific time shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

#### **Section 5. PROCEDURES**

##### **5.1 Stage 1: Supervisor - Informal**

- a. As soon as possible, but no later than five (5) working days after the aggrieved party knew or should have known of the act or condition on which the grievance is based, such aggrieved party shall discuss the grievance with his/her supervisor with the objective of resolving the matter informally.
- b. Within five (5) working days after such discussion, the supervisor shall give his/her answer to the aggrieved party.

##### **5.2 Stage 2: Supervisor - Written**

- a. If the grievance is not resolved informally, it shall be reduced to writing by the aggrieved party and presented to the supervisor within five (5) working days after the supervisor has given his/her answer in 5.1 (b) above.
- b. Within five (5) working days thereafter, the supervisor shall render a decision, in writing, and present it to the aggrieved party, his/her representative, if any, and the Association.

**5.3 Stage 3: Chief Officer (Superintendent of Schools)**

- a. If the grievant is not satisfied with the written decision at the conclusion of Stage 2, and wishes to proceed further, the grievant shall, within five (5) working days after the conclusion of Stage 2, present the grievance to the Chief Officer.
- b. Within seven (7) working days after the receipt of the appeal, the Chief Officer shall meet with the grievant, or his/her representative, and all other parties in interest.
- c. The Chief Officer shall render a decision in writing to the aggrieved party, and his/her representative within five (5) working days after the conclusion of the meeting.

**5.4 Stage 4: Arbitration**

- a. If the grievance is not resolved in Stage 3 above, and the aggrieved party wishes to pursue the grievance to arbitration, then within ten (10) working days after the Chief Officer has rendered his/her decision at Stage 3 above, the grievant and/or the Association shall submit a written notice to the Chief Officer of its intent to proceed to arbitration.
- b. The parties agree to use the American Arbitration Association as the administrator of any arbitration. The parties agree to use the American Arbitration Association's voluntary labor rules for selection of an arbitrator.
- c. The selected arbitrator will hear the matter promptly in accordance with the rules of the American Arbitration Association. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue.
- d. The arbitrator shall have no power or authority to add to, subtract from, or modify any provisions of this agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties. The cost of the services of the local arbitrator, including expenses, if any, will be borne equally by the District and the Association.
- f. No decision of an arbitrator shall create the basis for retroactive adjustment in any other case.
- g. No arbitrator shall decide more than one (1) grievance on the same hearing except by mutual agreement in writing between the Association and the District.

**ARTICLE IV  
EMPLOYEES / DEFINITIONS**

**Section 1. TEN (10) MONTH EMPLOYEES**

- 1.1 A part-time ten (10) month employee is one who reports daily for a given assignment and is employed for less than seven (7) hours per day in the same job description, and is paid on an hourly basis. A ½ hour unpaid lunch is optional depending on the placement of work hours in the day. They work the same days as scheduled student attendance days. One (1) school calendar year employed would equal 1/2 year of service.
- 1.2 A full-time ten (10) month contract employee is one who is employed a minimum of seven (7) hours per day, which includes a 1/2 hour unpaid lunch, five (5) days per week, in the same job description. They work the same days as scheduled student attendance days. One (1) school calendar year employed would equal 1 year of service.

**Section 2. TWELVE (12) MONTH EMPLOYEES**

- 2.1 A full-time twelve (12) month contract employee is one who is employed a minimum of eight (8) hours per day, which includes a 1/2 hour unpaid lunch, five (5) days per week, in the same job description. Starting and ending times will vary depending on individual jobs and at the discretion of their immediate supervisor. Summer hours for full-time 12 month contract employees are defined as 6 ½ hours per day, which includes a ½ hour unpaid lunch, five (5) days per week, in the same job description. These hours are to be set at the discretion of the immediate supervisor with approval from the Superintendent. One (1) fiscal school year employed would equal 1 year of service. 12 month contract employees are allowed to leave ½ hour earlier than their normal dismissal time on the last day of the work week.

**Section 3. ADDITIONAL SERVICES**

- 3.1 If additional work is performed by any member of this association outside of their normal work hours, they will be compensated at their regular hourly rate of pay. The exception to this will apply when a member of this unit chooses to chaperone events, where the rate of pay becomes the amount set for chaperone pay.
- 3.2 After all attempts have failed to find a faculty member to monitor an afterschool duty such as detention or sport study hall, the administration has the option to look to our unit for help. If a member of our unit is appointed to monitor an afterschool duty, they will be paid the same hourly rate that would have been paid to a faculty member. This however would be a temporary appointment until such time that a faculty member is found to monitor said duty.

## ARTICLE V

### Section 1. SENIORITY

The two job classifications are Office Personnel and Teacher Aides, as recognized in Article I.

#### 1.1 Seniority - Competitive Classification

Seniority for competitive class positions will be covered by NY State Civil Service Law.

#### 1.2 Seniority - Non-Competitive Within Classification

Seniority for non-competitive positions is established by continuous paid years of service with the District, compiled by time actually spent in the particular job classification in which he/she is employed.

#### 1.3 Unpaid leaves of absence or time spent on layoff will not be considered for Seniority.

### Section 2. PROMOTIONS or TRANSFERS

When considering promotions or transfers, seniority may be considered by the Board, provided that other qualifications such as physical fitness, knowledge, skill and efficiency on the job are adequate as determined by the employer. If the employee does not fulfill the required qualifications for the new position during the twenty-six (26) week probationary period, the employee or employer may request placement back to the former job classification without loss of seniority rights.

However, if the employee does fulfill the required qualifications for the new position during the twenty-six (26) week probationary period, the employee's seniority rights in the former job classification will cease except for retirement purposes.

### Section 3. PROBATIONARY PERIOD

The probationary period for unit employees shall be for the first twenty-six (26) weeks of employment. There shall be no seniority among probationary employees and such employees may be terminated at the discretion of the employer without recourse to this Agreement at any time during the probationary period provided above. The probationary period may be extended by mutual agreement of the parties, in accordance with Civil Service Law.

If the employee is retained after successful completion of his/her probationary period, he/she shall be deemed a permanent employee and he/she shall acquire seniority retroactive to his/her date of employment, and he/she shall be entitled to the rights and protections of this Agreement.

- 3.1 When an employee has been transferred to another job classification, the twenty six (26) week probationary period will apply.

#### **Section 4. LOSS OF SENIORITY**

An employee's continuous service and all of his/her seniority rights shall be terminated by any of the following:

1. Discharge for cause
2. Retirement
3. Resignation

Failure to report to work for three (3) consecutive working days without notifying the employer of the reasons for such absence, or failure to return from an approved leave of absence on the scheduled date of return, or failure to report to work on the agreed date of a recall from layoff, shall be considered a resignation effective the first day of such absence or layoff.

#### **Section 5. LAYOFF and RECALL**

In the event that it becomes necessary to layoff employees for any reason, applicable Civil Service Law and Regulations shall govern, but as to employees not so covered, the following procedures shall be followed:

- 5.1 Probationary employees shall be laid off within a job classification before any employee with seniority is laid off within the classification.
- 5.2 Layoffs within a job classification shall be on the basis of seniority within that job classification, with those having the least seniority being the first laid off, provided the remaining employees in the classification have the ability to satisfactorily perform the remaining work. Such ability shall be evidenced by prior work performance in the District.
- 5.3 In the event that a laid-off employee in another job classification within the bargaining unit has satisfactorily performed work in the District on a regular basis in another classification, other than a substitute, he/she may exercise his/her seniority in the classification provided he/she is capable of performing the job.
- 5.4 Employees in a layoff status shall be called back within their classification in inverse order of layoff. Notice of recall shall be sent to the employee's last known address. If the employee fails to notify the District within three

(3) calendar days after the date of receipt of such notice of recall that he/she intends to return to work, such employee shall be deemed to have resigned.

#### **Section 6. JOB VACANCIES**

The District will post notices of all job vacancies or newly created positions that are in the unit represented by the Association. Such notices shall be listed in the weekly bulletin and posted in the faculty room at each school at least one (1) week prior to the beginning of the selection process, to allow a current employee to apply for said position. New Association members with prior experience may be compensated at the same or higher rates of pay as current members employed by the District when deemed appropriate. Such compensation shall require consultation with the Association negotiating team, recommendations from the Superintendent of Schools, and approval by the Board of Education.

#### **Section 7. GENERAL**

7.1 The employer agrees to supply the Association within two (2) weeks after the execution of this agreement, a list containing the names of all employees covered by this Agreement, the definition of each employee as stated in Article IV, Section 1 & 2, their starting dates of employment, their years of service as computed in Article V, Section 1.3 with the Employer, and the job classification in which they are employed in seniority order. The Association will be notified by the Employer of employees who are laid-off, discharged, hired or rehired. This revised list will be provided by August 1st of each fiscal year.

7.2 Smoking and/or use of tobacco products will be prohibited in all school buildings and on all school grounds effective December 26, 1994. The District realizes the impact of the state and federal law on those who smoke. In order to administer this policy, rules regarding disciplinary action must be issued. Violations of this policy will be addressed as follows:

First Violation - Verbal warning. Request that employee attend a program designed to help people stop smoking. Mileage will be paid to and from these programs.

Second Violation - Formal reprimand filed in employee's personnel file. Employee required to furnish proof of attendance at a program designed to help people stop smoking, or evidence of a prescription taken for the nicotine patch or some equivalent program.

Third Violation - One to three days loss of pay.

Additional Subsequent Violations - \$1000 fine for each violation of the Smoking Policy, thereafter.

**ARTICLE VI**

**Section 1. VACATIONS**

1.1 Only full-time 12-month contract employees, who have been continually employed by the District, shall be entitled to vacation with pay earned on a years of service basis in accordance with the following schedule:

<b>Years of Service (July 1- June 30)</b>	<b>Vacation Days Earned</b>
Year 1 and 2	10 days
Year 3	10 days + 1 floating holiday
Year 4 and 5	11 days + 1 floating holiday
Year 6	12 days + 2 floating holidays
Year 7	12 days + 2 floating holidays
Year 8	13 days + 2 floating holidays
Year 9	14 days + 3 floating holidays
Year 10	15 days + 3 floating holidays
Year 11	16 days + 3 floating holidays
Year 12	17 days + 4 floating holidays
Year 13	18 days + 4 floating holidays
Year 14	19 days + 4 floating holidays
Year 15 and longer	20 days + 5 floating holidays

1.2 Vacation requests of five (5) consecutive days or more shall be made seven (7) days prior to the desired vacation time and shall be approved by the supervisor. Ten (10) vacation days may be carried over into the next school year with a maximum of thirty (30) accumulated days available to be used. In addition, unit members may elect to cash-in ten (10) unused vacation days each June. Floating holidays must be used by June 30<sup>th</sup> of each school year and will not carry over and cannot be cashed in.

1.3 Vacation days earned will be computed on an employee's total years of service to the District as computed in Article IV.

1.4 For current employees in the District who become newly classified full-time 12-month contract employees in our unit, vacation days earned shall be awarded only upon completion of said employee's 26 week probationary period.

1.5 Upon involuntary termination or voluntary resignation from employment, any unused vacation days earned will be paid to the employee in his or her last paycheck. The number of vacation days paid will be prorated based on the point in the work year where the employee leaves the District's employ.

**Section 2. SUMMER WORK**

2.1 Summer work assignments, in any area, during the months of July and August shall be offered to the 10-month employees, provided they are qualified for the work, before outside help is considered. (These 10-month employees have the right to accept or not accept summer work without a penalty.) Salary will be computed at the employee's hourly rate.

- 2.2 A variety of building maintenance can only take place when students are not in the building. Therefore, members of this unit who work during the summer should not be asked to work in any environment which could be dangerous to their health and safety. If a question arises concerning unhealthy working conditions, the Health and Risk Management Service of BOCES will be consulted.

## **ARTICLE VII LEAVE PROVISIONS**

### **Section 1. SICK LEAVE**

- 1.1 *Number of days annually:*  
Full-time (12-month) contract employees - fifteen days.  
Full-time (10-month) contract employees - twelve days.  
Part-time employees – five (5) days (no accumulation)
- 1.2 *Number of days accumulated:*  
Full-time (12-month) contract employees - 250 days.  
Full-time (10-month) contract employees - 220 days.
- 1.3 *For all full-time contract employees:*  
After three (3) consecutive days' absence or noted patterns of sick leave use, the District may require the employee to submit a doctor's certificate stating the reason for absence and the nature of work said employee is able to perform upon his/her return to work.
- 1.4 In addition to the sick leave with full pay as described in 1.2, thirty (30) days will be allowed. Employee must payback these 30 days allowed after return to work at a rate of 2 full days per year.
- In the case of protracted illness requiring home confinement or hospitalization that exhausts an employee's accumulated sick leave, the Board of Education may grant additional sick leave. The granting of these additional days will be determined with reference to the individual's sick leave record and the nature of the circumstances. Additional days granted are subject to payback rules as stated in the above paragraph.
- 1.5 Any Association member called for Jury Duty and/or required to serve on a jury, or to be a witness under a subpoena shall be allowed his/her full pay as an employee of the District for a total of up to ten (10) school days per year, except in a case where an individual on her/his initial tour of jury duty is held over for a court proceeding beyond the ten (10) day limit.
- 1.6 The employee may use up to five (5) days of his or her sick leave (as defined in Article VII, Section 1.1) to care for the illness of the immediate family members (as defined in Article VII, Section 3.2). However, for part-time employees covered by this agreement, said employee may use up to three (3) days of his or her sick leave for the purpose of care for the illness of immediate family members.

## **Section 2. LEAVE OF ABSENCE**

Leave of absence may be given an employee without pay for a legitimate reason. Request must be from an employee who has worked for the District one year or more, on approval from the Business Administrator with final approval from the Superintendent, providing replacement can be found.

## **Section 3. BEREAVEMENT LEAVE**

Up to five (5) days of bereavement leave per year, non-cumulative, are available for contract employees in the event of a death in the employee's immediate family as defined in 3.2.

### **3.1 Additional Bereavement Leave**

Additional bereavement days, subject to prior approval of the Superintendent of Schools and/or his/her designee, shall be deducted from accumulated sick days.

### **3.2 Definition of Immediate Family**

Immediate family shall be defined as employee's father, mother, brother, sister, step-mother, step-father, step-child, spouse, children, grandparents, grandchildren, immediate in-laws, significant other, or anyone for whom employee is considered legal guardian.

### **3.3 Process for Determining "Significant Other"**

When an employee requests time off for a person considered a "significant other", he/she will discuss this matter with their supervisor. The supervisor will make a decision as to whether or not this is an appropriate interpretation of the term. If the employee is not satisfied with the supervisor's interpretation, the decision can be appealed to the Superintendent of Schools. All decisions of the Superintendent of Schools will be final.

## **Section 4. PERSONAL LEAVE**

### **4.1 Personal leave is defined as that leave granted to conduct personal business that cannot be transacted at any time other than during the regular workday. The reasons for personal leave need not be disclosed. Personal leave is not to be used for recreational, vacation and other like activities. Personal leave is not to be used on the day before or the day following a holiday, recess or vacation, except in an emergency.**

Number of days annually - three (3) days for all full-time contract employees. Unused personal leave days will be added to a unit member's sick leave accumulation at the end of each school year.

## **Section 5. PARENTAL LEAVE**

An employee who incurs disability as a result of pregnancy or childbirth shall be entitled to utilize the paid sick leave provisions of this agreement. An employee who exhausts paid leave during such disability shall be entitled to unpaid leave until the termination of the disability, provided such disability is temporary and short term in nature as stated by a doctor.

An employee may also apply for child rearing leave, which shall be an unpaid leave when the employee is not disabled and for the purposes of preparing for adoption/childbirth or caring for the child after any disability terminates. Written request for such leave shall be made at least 90 calendar days prior to the anticipated commencement of the leave. If leave is requested prior to disability, it shall commence at the beginning of a semester. If leave is requested to commence at the end of adoption/childbirth disability, a normal disability period of six weeks following childbirth shall be used for purpose of determining the 90 day notification requirement. An adoption/child rearing leave shall be without pay or benefits, but the employee may continue health insurance by contributing the full cost of the premiums. Adoption/child rearing leave may be granted for a period not to exceed one (1) calendar year, but in all cases such leave will terminate at the beginning of a school semester.

In the event that an employee does not receive a adoption/child rearing leave, he/she shall be expected to return to work at the termination of his/her period of disability.

## **Section 6. Family & Medical Leave Act**

All leave and benefit provisions of this contract will be counted towards the leave and benefit provisions of the Family and Medical Leave Act of 1993, where applicable.

## **Section 7. Leave Requests**

All leave requests require prior approval from the Business Administrator with final approval from the Superintendent.

## **ARTICLE VIII**

### **SCHOOL CLOSINGS**

When school is closed due to weather conditions, employees should not report for work. When school closing is necessary for any reason other than inclement weather, such as gas, electric, water failure, vandalism, etc., the Association members may be requested by their supervisor to report for work. If requested to report to work and a unit member determines it to be unsafe to report to work, the following will occur: 10-month employees will be charged a personal day and if no days available, they will be docked one day's pay; 12-month employees will be charged a vacation day and if no days available, they will be charged a personal day and if no days available, they will be docked one day's pay. However, Association members who do report for work on a snow day, when requested, will be granted compensatory time.

## ARTICLE IX

### HOLIDAYS, SCHOOL IMPROVEMENT DAYS, WRAP-UP DAYS

#### Section 1. HOLIDAYS

- 1.1 All full-time contract employees will receive days off with pay for established legal holidays and floating holidays earned within their particular work period. The following days are paid established legal holidays:

New Year's Day, Martin Luther King, Jr. Day, President's Recess (allowing 2 days off with pay for the recess when 2 days are scheduled as holidays on the school calendar), Good Friday, Easter Monday, Memorial Day Recess (allowing 2 days off with pay for the recess when 2 days are scheduled as holidays on the school calendar), July 4th, Labor Day, Columbus Day, Veteran's Day, Wed. before Thanksgiving, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve. When any of the established legal holidays fall on a Saturday, the preceding Friday shall be considered as the holiday. When any of the established legal holidays fall on a Sunday, the following Monday shall be considered as the holiday.

- 1.2 For the remaining days during any holiday recess which are not paid legal holidays, all full-time 12-month contract employees are required to report for work, use vacation days, or time off without pay. However, employees need to receive written approval from the Business Administrator with final approval from the Superintendent when requesting time off without pay. These work days will consist of the normal 7.5 paid hours/day and will be scheduled in order of job seniority, with those employees having the most seniority selecting first as to how they want to schedule said work days.

#### Section 2. SCHOOL IMPROVEMENT DAYS AND WRAP UP DAYS

- 2.1 School Improvement Days and Wrap Up Days are scheduled throughout the year. During these days, 12-month contract employees are required to report for work or use vacation time.
- 2.2 10-month employees may be required to attend School Improvement Days and/or Wrap-up days. Advance notice of up to two weeks is appreciated. When School Improvement Days and/or Wrap Up Days are attended by 10-month employees, they will need to complete a time slip in order to receive extra pay for those particular days.
- 2.3 Periodically, School Improvement Days will be designed with the purpose of offering programs to members of this Association which will focus on their specific needs and concerns.

**ARTICLE X**

**Section 1. MEDICAL AND HEALTH INSURANCE**

- 1.1 The District will provide each contract employee of this association, on a contributory basis, all the benefits provided by the District Medical Plan. All Association members will enroll in the Genesee Area Healthcare Plan (GAHP) D2 health insurance plan and contribute toward health insurance premiums through payroll deductions:

2013-2014	21.25%
2014-2015	22.5%
2015-2016	23.75%
2016-2017	25%

Individuals may opt for the GAHP Indemnity Plan (PPO), but will pay the total premium difference between the two plans, plus the percent contribution for that particular year, for the GAHP D2 Plan.

For those unit members enrolled in the GAHP D2 family plan ONLY, the District will annually contribute the following amounts to a health reimbursement 105(h) account. For those unit members enrolled in the GAHP D2 single plan ONLY, the District will annually contribute the following amounts to a health reimbursement 105(h) plan:

2013-2014	\$750 single	\$1450 family
2014-2015	\$1250 single	\$2000 family
2015-2016	\$1300 single	\$2100 family
2016-2017	\$1350 single	\$2200 family

- 1.2 Any eligible employee who does not take the district health insurance plan and provides proof of other health insurance coverage, will receive the following payments in two equal installments on or about December 1<sup>st</sup> and June 1<sup>st</sup> of each school year.

*In the year where less than 35% of eligible employees do not take the district health insurance plan, the stipend for that year will be \$1000.*

*In the year where 35%-50% of the eligible employees do not take the district health insurance plan, the stipend for that year will be \$1250.*

*In the year where 50% or more eligible employees do not take the district health insurance plan, the stipend for that year will be \$1500.*

The only exception to this benefit option will be a unit member who can receive health insurance coverage as a result of the fact that their spouse or parent is receiving coverage by the district. An agreement to take advantage of this option must be signed by the unit member annually prior to June 1. If taxable status of this payment changes, the negotiations will be reopened.

- If at any time the Health Insurance Policy is dropped within the school year, the stipend will be prorated accordingly.
- 1.4 If both the husband and wife are employed by the District and they have no eligible dependents 21 years of age or under, both employees are required to carry single policy coverage as opposed to family coverage if it is less expensive for the District to furnish two single policies.
  - 1.5 The association agrees that any changes made to the District's health care plan will apply to the members of this association without the need for further negotiations.

## **ARTICLE XI**

### **N.Y.S. EMPLOYEE'S RETIREMENT SYSTEM**

*Non-contributory 1/50th New Career Plan 75I  
furnished by the District.*

#### **Retirement Plan**

Notice of intent to retire must be provided not later than January 1 of the school year preceding retirement. The Superintendent may consider exceptions for notice due to unforeseen circumstances, such as medical concerns, death of a spouse, etc.

At the Board of Education meeting on April 28, 1994, a resolution was passed "that the district participate in the 75I 41-J option contained in the New York State Employees' Retirement Plan." This amendment allows employees to use unused sick leave to accumulate extra service time in calculating pension benefits.

When an employee is eligible to retire per the service and age requirements of the applicable New York State Retirement System and has completed at least ten (10) years with the District as a contract employee, the following benefits will be made available.

For every accumulated sick day, the contract employee will be granted one (1) day's pay. (The value of a day's pay will be determined by dividing the final salary by 240 for 12-month employees or 200 for 10-month employees and multiplying the result by the number of sick days.)

If proper notice is provided, this money can be taken in any one of the following two ways.

1. One (1) lump sum payment in employee's final check. (This option is not a choice for cases of unforeseen circumstances.)
2. District health insurance payments for the contract employee (single or family plan) until the fund is exhausted.

If the retiree dies prior to receiving the entire amount in cash or benefits, the remaining sum will be paid to his/her designated beneficiary.

## **ARTICLE XII GENERAL**

### **Section 1. TUITION PAYMENTS or IN-SERVICE CREDIT**

Tuition payments to non-teaching unit members for the cost of credit, limited to a maximum of 6 credits per school year, and non-credit courses taken under the adult education program, or at a college or university, will be reimbursed by the District at the lesser of the cost of the course of the State University (SUNY) undergraduate rate with submission of proof of successful completion of the course(s) and an original tuition bill from said institution marked paid:

Reimbursement rate:

Grade of A	90% of the lesser of cost or SUNY undergraduate rate
Grade of B	70% of the lesser of cost or SUNY undergraduate rate
Grade of C	50% of the lesser of cost or SUNY undergraduate rate
Grade of D	0% of the lesser of cost or SUNY undergraduate rate

Such programs must help improve job performance or benefit the school district and must have prior approval of the building principal and final approval of the Superintendent of Schools.

### **Section 2. CONFERENCE DAYS**

In years where conference money is not included in the budget, unit members could, at their own cost, be granted up to 2 days for conference attendance per year.

### **Section 3. OVERTIME**

Overtime (time and a half) will be paid after a unit member has worked 40 paid hours in a week. Double time will be paid for Sunday and/or holiday work.

**ARTICLE XIII  
PERSONNEL FILE**

Upon request of an employee at reasonable times, an employee shall be allowed to view in the presence of the Superintendent or his designee, any material in the employee's personnel file, except confidential references. No material, except confidential references, derogatory to the employee's conduct, service, character or personality, shall be placed in his/her personnel file unless such employee has been notified of its existence and had the opportunity to review the material. The employee shall have the right to attach a rebuttal to any derogatory material in his/her file.

## **ARTICLE XIV SALARY SYSTEM DESCRIPTION**

Each member's salary is calculated using a formula based on hourly rate and hours worked. Part-time employees complete weekly time slips. The salary rate for the 10 month full-time contract employee will be based on the number of scheduled student attendance days on the yearly school calendar plus the number of paid legal holidays within their 10-month work period.

The salary rate for the 12 month full-time contract employee will be based on 42 weeks of regular work hours plus 10 weeks of summer work hours, or 43 weeks of regular work hours plus 9 weeks of summer hours depending on the calendar and length of the school year.

### **Longevity**

Upon completion of the first 5 consecutive calendar years as a part-time employee, said employee will receive a \$250 stipend at that time, and an additional \$250 stipend for each 5th consecutive calendar year thereafter as a part-time employee.

Upon completion of the first 5 consecutive years of service as a full-time contract Teacher Aide, said employee will receive a \$400 stipend at that time. Said employee will also receive a \$500 one time stipend every 5<sup>th</sup> year thereafter.

Upon completion of the first 5 consecutive years of service as a full-time contract Office Personnel employee, said employee will receive a \$500 stipend at that time. Said employee will also receive a \$500 stipend at the completion of year 10, and a \$750 stipend every 5<sup>th</sup> year thereafter.

### **Substitute Pay**

When a substitute is needed to cover for any member of this association, they will be paid by the hour. The hourly amount they will receive will be the starting hourly rate set for each year of this contract. (see page 21)

### **Payment Plan Option for 10 Month Employees**

All unit members employed on a ten (10) month basis will have the opportunity to elect the twenty-five (25) payment plan but only if this is chosen before the first day of the school year in accordance with Section 409A of the Internal Revenue Code. This election must be in writing requesting the twenty-five payment plan and is irrevocable once the work period begins.

## **A. SALARY**

### **2013-2014 School Year**

Each returning Office Personnel and Teacher Aide will receive a rate increase of 2% per hour.

### **2014-2015 School Year**

Each returning Office Personnel and Teacher Aide will receive a rate increase of 2% per hour.

### **2015-2016 School Year**

Each returning Office Personnel and Teacher Aide will receive a rate increase of 3% per hour.

### **2016-2017 School Year**

Each returning Office Personnel and Teacher Aide will receive a rate increase of 3% per hour.

If the reclassification of a unit member's job title occurs during the duration of this contract, the unit member will receive the 2008-2009 hourly rate adjustment, specific to the job title reclassification, added to their hourly wage rate rather than the % hourly rate increase for said employee's year of reclassification.

When new negotiations are about to take place, hourly rate adjustments for Office Personnel may be needed for one or more years of the contract. .

### **C. STARTING RATES OF PAY**

2013-2014 School Year

Secretary	\$11.85/hr
Senior Clerk	\$11.18/hr
Clerk Typist	\$10.50/hr
Teacher Aide	\$8.60/hr

**\*\*\*All job title starting wages will be increased by the same yearly increment as the Federal minimum wage is increased in the 2014-2015 school year. At that time, the negotiating team will reconvene to discuss the new minimum wage regulations and the affect it will have on new and current employees in this Association.**

If a prospective new employee has at least three (3) years prior experience in a similar job title, the Superintendent may offer the person an hourly rate that exceeds the starting rate by up to .50 per hour in pay. The Superintendent will notify the president of this association if this type of an offer is about to take place.

*NOTE: With the increased problem regarding faculty schedules, several employees in our unit are expected to cover teacher duties, i.e., study halls, lunch duty, I.S.S., etc. When considering average hourly percent increase for this unit and final contract approval, keep in mind that salaries for these particular employees should technically come out of funds budgeted for faculty salaries. This unit should not be penalized with low average hourly percent per year offers for helping correct faculty scheduling problems.*