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#### **Contract Database Metadata Elements**

Title: **Allegany-Limestone Central School District and Allegany-Limestone Educational Support Personnel Association (ALESPA) (2006)**

Employer Name: **Allegany-Limestone Central School District**

Union: **Allegany-Limestone Educational Support Personnel Association (ALESPA)**

Local:

Effective Date: **07/01/06**

Expiration Date: **06/30/09**

PERB ID Number: **4462**

Unit Size: **123**

Number of Pages: **24**

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GEN/4462

**NEGOTIATED AGREEMENT**  
**BETWEEN**  
**THE**  
**ALLEGANY-LIMESTONE CENTRAL SCHOOL DISTRICT**  
**AND THE**  
**ALLEGANY-LIMESTONE CENTRAL SCHOOL UNIT**  
**OF THE**  
**EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

**July 1, 2006-June 30, 2009**

**RECEIVED**

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

123



**ARTICLE I**  
**RECOGNITION**

The Board of Education of the Allegany-Limestone Central School District (employer) accepts the Allegany-Limestone Educational Support Personnel Association (a.k.a. ALESPA) (employee) as the sole and exclusive bargaining agent for all employees cited below. This recognition shall continue for the maximum period permitted by law.

Those persons included in the unit for negotiating purposes are as follows:

1. Clerical staff of the school district;
2. Cafeteria staff of the school district (including food service helpers and monitors);
3. Custodial and cleaning staffs of the school district;
4. Transportation staff of the school district;
5. Teacher aides of the school district;
6. Nurses;
7. Maintenance staff including groundskeeper.
8. Teacher Assistants

The following specified noninstructional positions will be excluded from the unit:

- a. All employees in the negotiating unit currently represented by the Allegany-Limestone Central School Teachers' Association;
- b. All certified personnel and all classified civil service supervisory, administrative, and managerial employees;
- c. School Lunch Manager and/or Cook (1);
- d. Head Mechanic and/or Transportation Supervisor;
- e. Superintendent of Buildings and Grounds.
- f. Secretary to the Superintendent;
- g. Account Clerk/Board Treasurer;
- h. Secretaries to the Building Principals;
- i. All employees hired on a temporary basis.

- j. Bus drivers who have not been extended a regular contract by the School District.

## **ARTICLE II**

### **PAYROLL DUES DEDUCTION**

Agency Fee

Dues Deduction:

- A. The District will make one (1) deduction each pay period for dues from the wages of those employees who have filed forms therefore. These deductions will be continuous until such time as the employee cancels it in writing. From the wages of each employee who does not have a dues deduction authorization form on file, the District will make one (1) deduction each pay period for agency fee. Not later than July 1st of each fiscal year, the Allegany-Limestone Central Educational Support Personnel Association shall certify, in writing, to the Board office the amount of any change in dues or agency fee for that fiscal year and the list of names of persons and positions from which agency fee is to be deducted, except for new employees hired after July 1st. All such deductions for each month are to be remitted to the treasurer by the fifteenth (15th) day of the following month. Allegany-Limestone Central Education Support Personnel Association will create a fully legal refund procedure for agency fee payers and shall otherwise deal with the funds and with agency fee payers in a lawful and proper manner. Allegany-Limestone Central Educational Support Personnel Association agrees to hold the District harmless in reference to such agency fee deductions. This provision for agency fee shall be effective with the paychecks issued the first pay period possible after execution of this agreement by all parties.
  
- B. The District shall not be obligated to forward annuity payroll deductions to more than eleven (11) plans.

## **ARTICLE III**

### **PROCEDURE FOR CONDUCTING NEGOTIATIONS**

- A. Negotiating Teams - The Board, or designated representatives of the Board, will meet with representatives designated by the Association for the purpose of discussion and attempts at reaching a mutually satisfactory agreement regarding terms and conditions of employment.
  
- B. Negotiation Meetings - Designated representatives of the Board shall meet with Association designees at mutually agreed upon places and times for the purpose of effecting a free exchange of facts, opinions, proposals, and counterproposals in an

effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to relate openly and fairly with each other on all matters. Additional meetings shall be held when and where the parties deem necessary to reach agreement.

- C. Consultants - The parties may call upon consultants to assist in negotiations. The expense of such consultants shall be borne by the party requesting such assistance.
- D. Resolving Disagreement - Impasse is reached when either party declares that no further progress can be made via formal negotiations. In the event of an impasse, the procedures outlined by law shall be followed.
- E. Agreement - Agreements on specific issues reached during the course of negotiations shall be reduced to writing and acknowledged as a tentative agreement subject to final ratification by both parties. When consensus is reached on all issues under discussion, such agreement will be presented in writing to the Board and Association for ratification. Each party to the agreement shall notify the other when ratification has taken place.

#### **ARTICLE IV**

#### **WORK YEAR**

- A. Ten (10) month office employees on an hourly basis shall work at the discretion of the building administrator from the full week prior to school opening through the full week after school closes.
- B. The work year for twelve (12) month employees is governed by the terms and conditions regarding holidays and vacations specified in this agreement.
- C. All extra time shall be assigned on a rotating basis for the custodial, cleaning, maintenance, and cafeteria employees. Rotation shall be based on a roster that shall be compiled on the basis of seniority within the department per building location. These rosters shall be compiled anew each September. As workers are needed, the employee at the top of the roster shall be offered the extra time. Either working the extra time or refusing the extra time shall move the employee to the bottom of the roster. If a new employee is hired during the year, he/she shall go to the bottom of the existing roster and rotate through the roster in the same manner as existing employees. These rosters shall cover all occasions when extra time is required. The decision to request extra time is that of the administration. If there are no volunteers from the rotation for the required extra time, then in such event, the District may assign such extra time to an employee on the appropriate roster who has received the least extra time since the last mandatory assignment. To receive an extra time assignment, the employee must be qualified to perform the assignment. Qualification for the assignment shall be at the sole determination of the administration.

- D. When a position becomes permanently vacant in one (1) of the eight (8) employment categories set forth in Article I, and if the District decides to fill the vacancy with a probationary employee, then each new employee shall start receiving all benefits of this agreement commencing with the date of hire as a probationary employee. Hiring within one (1) of the eight (8) employment categories set forth in Article I shall be all that is necessary to trigger the probationary status. For example, a food service helper can work at any number of different jobs in the cafeteria area during the probationary period without having to start a new probationary period each time he/she changes work stations.
- E. All paid time during the week shall count in the calculation for extra time.
- F. When school is not in session during the school year for more than five (5) consecutive days, the night workers, except for the night custodian, may be allowed, at the discretion of the administration, to come in during the day and clean their respective area. The decision shall be solely that of the administration, whether or not such permission shall be granted.
- G. Employees who are required to come in early or to stay late beyond their regular shift shall be paid for the time worked to the quarter hour. The extra work referred to herein must have advanced approval whenever possible by a supervisor of the employee. When advanced approval is not possible, the employee may be required to justify such extra work performed by his/her supervisor for pay to be approved. The employee will not perform any extra work when he/she has been directed not to work beyond his/her normal workday.
- H. At the time a member of this unit is first hired, he/she shall receive a written job description. If the job description should change after hiring a unit member, the amended job description shall be provided to the unit member. The District will provide a job description to any unit member upon request.

## **ARTICLE V**

### **HOLIDAYS, VACATIONS, AND REST PERIODS**

- A. Holidays - All active employees shall be entitled to the following holidays with pay equal to their normal daily rate providing the employee reports for work as scheduled the workdays immediately preceding and following each holiday unless an employee is on an approved personal leave, or on a sick leave not for the purpose of extending the holiday. For bus drivers, the normal daily rate is the amount paid at base salary and does not include amounts paid under Article IX (C), and (E), except any special bus runs bid for and assigned to the same driver. Those special bus run rates would then become part of a daily rate for holiday purposes for the appropriate driver.
  - 1. New Year's Eve, New Year's Day, Martin Luther King Day, Patriot's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day.

2. If a holiday listed above falls during the time when an employee is on vacation, the employee will be paid his/her holiday allowance for that day and will not be charged with having taken a vacation day.
  3. If an employee works on a Sunday or holiday other than for a building check, he/she shall be paid for all such Sunday or holiday work at two (2) times his/her straight time hourly pay.
- B. Vacations - All twelve (12) month employees are entitled to receive a paid vacation subject to the following conditions:
1. Such employees who have worked within the District for one (1) to five (5) years shall receive two (2) paid weeks of vacation.
  2. Such employees who have worked within the District for at least five (5) years, but less than ten (10), shall receive two (2) paid weeks of vacation plus one (1) additional paid day of vacation per year to a maximum of four (4) paid weeks of vacation after fifteen (15) years of employment by the District.
  3. The administration may disallow a vacation if sufficient staff will not be available for the period of time requested. In the event that the administration determines that too many employees have requested a vacation over a period of time for which sufficient staff will not be available to accomplish school purposes, then in such event, as much as reasonably possible, the District shall allow at least one (1) requesting employee to take such vacation time based upon seniority. If the District allows more than one (1) individual to take a particular vacation period, then the decision as to what individual shall be allowed to take such period as a vacation shall be determined by seniority. Once a vacation period is approved by the District for at least two (2) weeks, then that employee will be given the vacation period even though after the two (2) week period a more senior employee requests the same vacation period.
- C. Lunch Periods - All employees are entitled to a one-half (1/2) hour lunch period without pay excepting:
1. Seven (7) hour employees in the cafeteria will have a one-half (1/2) hour duty free lunch period during which they will receive a free lunch. Other cafeteria personnel will continue to receive a free lunch as in the past.
  2. Night custodians and cleaners will work and be paid for eight (8) hours including a one-half hour lunch break.
  3. Bus drivers shall receive one (1) hours pay in lieu of meal money under the following conditions:
    - a. the bus driver works five (5) hours; and
    - b. the bus driver will receive a second one hour pay in lieu of meal money for a trip of nine (9) hours or more.



- D. Rest Periods - All employees will receive one (1) fifteen (15) minute rest period for each four (4) hours worked per day.
- E. Permanently appointed employees shall be offered any available summer employment where the position was filled by a member of the bargaining unit during the regular school year, provided that individual, in the discretion of the District, is qualified to fill said position and further, provided the District shall not be bound by this paragraph should funding for such position be funded by any governmental unit. The individuals offered the position shall be at the discretion of the District.

In exercising discretionary authority, the employer will be guided primarily by the qualifications of the employee for the position and secondarily by seniority of the applicants for the position in making the selection. An employee working during the summer shall be paid the advertised rate for the time worked and for the position he/she is employed to fulfill during the summer.

## **ARTICLE VI**

### **LEAVES**

- A. Personal Leave
  - 1. Personal business leave is defined as absence from regular employment to take care of business that normally cannot be transacted outside of the regular working day.
  - 2. Four (4) days leave for full-time twelve (12) month and ten (10) month employees will be allowed per year for personal business.
  - 3. Two (2) days notice, or more, on the request for personal leave shall be given to the departmental supervisor whenever practicable. Personal days may not be taken immediately prior to or following a holiday or recess without prior written approval of the Superintendent or his designee.
  - 4. Unused personal leave shall accumulate as sick leave.
- B. Bereavement Leave - All employees shall be allowed three (3) bereavement days leave for death in the family. Family is defined as mother, father, spouse, brother, sister, child, grandparents, mother of spouse, father of spouse, grandparents of spouse, brothers, sisters of spouse, and grandchildren. Other cases may be approved at the discretion of the Superintendent.
- C. Sick Leave - All employees will be allowed a sick leave equal to one (1) day per month for each month employed. Sick leave may accumulate to an unlimited amount. The District may, in its discretion, require a doctor's certification after five

(5) consecutive days of sick leave, provided that the cost of any physical examination required by the District will be paid by the District.

Upon retirement after fifteen (15) years of service with the District, an employee having at least fifty-one (51) days of accumulated sick leave shall be paid thirty percent (30%) of their current daily rate for each day of accumulated sick leave up to maximum of one hundred and eighty-five (185) days. This payment can be received in the form of a single lump sum cash payment or be used to offset the cost of a District provided health care plan.

The daily rate for bus drivers is the amount paid at base salary and does not include the amounts paid under Article IX (C), and (E), except any special bus runs bid for and assigned to the same driver. Those run rates would then become part of a daily rate for sick day purposes for the appropriate driver.

The District will allow an employee to restore sick days on a Worker's Compensation injury or disability if sick days are taken by the employee and remuneration from Worker's Compensation is returned to the District.

D. Child-Rearing Leave - The Board will grant one (1) year unpaid child-rearing leave (without any form of compensation, either salary or fringe benefits) to a unit member who shall so request. This leave shall be granted only to a unit member who gives birth to a child or is the father of a child, which child is born immediately prior to the commencement of the leave, or, to care for a child one (1) year of age or less commencing with the first date of custody of a child leading to adoption. During this period of unpaid leave of absence, the unit member is precluded from being employed and receiving any form of compensation "during regular school hours" from any source for his/her services in any form to the extent that said compensation is greater than one-half (1/2) of the unit member's base salary prior to the commencement of said leave. At its discretion, the Board may grant permission for a requested extension. The unit member may return early from a child-rearing leave only with the board's permission. Not later than sixty (60) consecutive days prior to the date the unit member desires to begin a leave, the unit member shall give written notice to the Superintendent stating:

1. The time the unit member desires to begin the child-rearing leave; and
2. The date the unit member intends to return from the child-rearing leave.

In the case of adoption, if the unit member is not notified of placement of the adoptive child within a sixty (60) day period, then the unit member shall notify the District as soon as the unit member is aware of the placement.

While on child-rearing leave, the unit member may continue employee fringe benefits, but such continuance shall be at the expense of the unit member.

Upon return to active employment, the unit member shall return to the last tenured area with full service credit earned prior to his/her child-rearing leave as well as all prior benefits obtained, such as accumulated sick leave.

- E. Absences shall be allowed for illness of a member of the family which include husband, wife, children, or parents for a maximum of five (5) workdays. Such absence to be at full pay with deduction from accumulated sick leave.
- F. With the first paycheck at the commencement of the fiscal year of the school for twelve (12) month employees and with the first paycheck in September for ten (10) month employees and with the first paycheck on or about January 1<sup>st</sup> of each year, employees will be supplied with a notice of their current leave accruals. Said accruals shall be computed as of June 30th with subtractions for July 1st to December 31st calculated in reference to the January 1<sup>st</sup> notice.
- G. The Board, at its discretion, may grant an employee an unpaid leave of absence for up to one (1) year. The Board shall not be responsible for any fringe benefits during the period of the unpaid leave of absence.
- H. Up to four (4) days with pay may be granted per year to Association members for the conducting of Association Business. A letter of request from the Association president to the Superintendent will precede each usage with at least one week's notice. The Superintendent may waive the time limit in special circumstances.

## **ARTICLE VII**

### **VACANCIES, PROMOTION, LAYOFFS, AND PROBATION**

- A. Vacancy Posting - Jobs that become available in the District and which jobs are listed in Article I as a part of the collective bargaining unit, shall be posted. The notice of such posting shall include a description of the job, including salary range and hours to be worked. Such notices shall be posted in the bus garage, staff lounges, cafeteria, main office of each school, and a copy shall be mailed to the ALESPA President's home. Notices that are required for special bidding procedures of bus drivers required in this agreement need only be posted in the bus garage. The notice shall indicate the last date applications may be submitted.

The Board of Education will make every effort to fill promotional positions from the ranks of qualified personnel employed by the School District, if such apply for the position. If other qualifications are equal, seniority will be given priority.

Employees of the District can bid on any posted vacancy, except for competitive Civil Service positions, whether the position is within the employee's current category or not.

- B. Seniority
  - 1. Seniority is redefined as the length of continuous service from the first date of hire.

2. The following shall constitute the departments referred to above:

- a. Cafeteria
- b. Custodial & Cleaners
- c. Transportation
- d. Clerical
- e. Teacher Aide
- f. Nurse
- g. Maintenance & Groundskeeper
- h. Teacher Assistant

3. The Allegany-Limestone Central School District shall provide a seniority roster which shall list all noninstructional employees covered under the provisions of this agreement within ninety (90) days after consummation of the contract and each September thereafter. Employees shall be ranked in numerical order within the departmental structure established in No. 1 of this Article. The employee's numerical ranking shall be determined by their first date of employment within the department in which they are ranked. The seniority roster shall include the date of hire for each person.

The employees shall have ten (10) days from the date of issuance of said roster to protest the ranking they are given. If no protest is received within the aforementioned time limit, the roster shall be deemed to stand correct as posted. The employer must reply to protests within thirty (30) days from the date they are received. If the employer's reply is not satisfactory, the affected employee shall have the right to file a grievance.

C. Layoff and Recall - If a layoff occurs within the Allegany-Limestone Central School District, the employee(s) with the least seniority within the affected department(s) shall be the first to be laid off if the remaining employees possess sufficient fitness and ability to perform the duties of the positions which are retained. In the event that an employee is so displaced based upon departmental seniority, that employee shall, when qualified, be allowed to apply the length of continuous service with the District seniority to displace less senior employees in other departments in the District.

Recalls shall be in inverse order of seniority ranking except as efficient and continuous operations may require rehiring employees having special skills, experience or ability. The above sentence contemplates that the employer may encounter a situation in which special skills are required to make the facilities operational before other employees could, in fact, resume their normal duties.

There will be a two-week notice given to any employee affected by layoff or reduction in force. This two week notice will be with pay.

Any employee affected by layoff or reduction in force shall be placed on a recall list for one year which will apply to all positions in the unit for which they meet the qualifications.

D. Promotion - All promotions shall be determined by:

1. Ability to perform the duties of the promotional position based upon present performance as determined by the administration.
2. Physical fitness as determined by the school physician and Civil Service specifications.
3. If (1) and (2) are equal, seniority shall be the deciding factor.

#### E. Probationary Period

1. Probation in the case of new employees will be governed by Civil Service Law.
2. Employee already in the employ of the District, but who transfer to a new area or receive a promotion, will serve a six (6) week probationary period. If, during that time, they are discharged from the new position, they shall retain the right to return to the position held prior to transfer or promotion.

#### F. Seniority (Cafeteria)

1. Regular contracted cafeteria employees shall accrue seniority from the date of original hire.
2. When the District is notified at least one (1) day in advance of the need for a cafeteria worker, the position will be filled by the most senior qualified cafeteria worker in that building who bids on the vacancy. Any position vacated due to the filling of a temporary absence would be available for bidding. This provision shall be applicable only if a substitute can be obtained for the position vacated for this temporary transfer. Qualifications for the position shall be in the sole determination of the school lunch manager.
3. Cafeteria Workers include cafeteria monitors, food service workers, cook.
4. A Superintendent's Day each year will be utilized at no cost to the District on a volunteer basis for cross-training of cafeteria staff.
5. When the kitchen is used during non-school hours for food preparation for groups of more than twenty-five (25), a cafeteria worker will be on site to assist. These workers will be rotated for the extra assignment on a list by building with the most senior employee first.

#### G. Bidding Procedures (Bus Drivers)

1. Regular bus run - shall be defined as a.m. and/or p.m. transportation of students to and from home and schools.
2. Special bus run - shall be defined as transportation of students between Allegany-Limestone Central School and other area schools (i.e., BOCES, Special Education and Religious schools) or between home and other area schools.

These runs may be combined for bidding and treated as regular run second trips.

3. Extra bus run - shall be defined as transportation of students to athletic events, field trips, etc.
4. Late bus run - shall be defined as transportation of students between school and home after normal school hours when scheduled by the District.
5. The definition of total charged hours as used in this bidding procedure shall mean the number of hours that a driver is paid for and/or turned down during each week of the payroll period. Such hours shall include all four (4) types of runs (1-4) above that a driver is eligible to run in a week.
6. Regular bus runs, special bus runs and late bus runs as established by the District shall be bid by seniority.
7. Temporary vacancies for regular bus runs during the school year may be filled at the discretion of the District.
8. Temporary vacancies for special bus runs and late bus runs during the school year will be filled by the most senior driver available.
9. Permanent vacancies for regular bus runs, special bus runs and late bus runs during the school year will be open to bidding from the most senior driver who currently does not have a special run.
10. Extra bus runs will be assigned by a rotating seniority roster. As the roster rotates by seniority, each driver will have an opportunity to choose from the remaining extra bus runs available for that day. By accepting an extra bus run, a driver is charged for the number of hours for that run and his/her name goes to the bottom of the roster. A driver who refuses an extra bus run will enter the word "pass" next to their name and go to the bottom of the roster.
  - a. Extra trips will be posted by 12:00 p.m. Friday for the upcoming week. At 8:10 a.m. on Monday all remaining unsigned extra trips will be signed per the rotating seniority roster (described above) by those drivers present at that time. The two-way radio will be used to contact drivers who are on extra or special trips during this time to accept or refuse extra trips. Other driver(s) not present at this time have "NS" (no show) next to their name and go to the bottom of the roster. All unsigned extra trips after 2:30 p.m. on Monday will be filled at the discretion of the immediate supervisor. Extra trips will be posted per the rotating seniority roster when the District is notified of extra trips after the Monday 2:30 p.m. deadline.
11. The District shall authorize overtime only when all drivers wanting extra bus runs have been charged with a combined total of forty (40) hours per week for all regular, special, extra and late bus runs or when a bus driver having less than

forty (40) hours per week accepts an extra bus run that would cause him/her to exceed forty (40) hours per week for all runs or to fill temporary vacancy on special or late bus run that week.

12. Extra bus runs shall not conflict with special bus runs.
13. Regardless of his/her overtime situation that week, when an extra bus run is cancelled, the same driver will take the run if and when it is rescheduled. If the rescheduled run conflicts with his/her next extra bus run, the same driver shall have the choice of extra bus runs.
  - (a) Drivers that show up for a cancelled (not to be rescheduled) extra trip, will have the choice of receiving two (2) hours pay or the next unsigned extra trip.
14. The most senior driver bidding on the late bus run shall be allowed to take his/her turn on the rotation of extra bus trips as long as it does not conflict with the late bus run. Should the senior driver resign his/her late bus run position, he/she will not be allowed to take extra bus trips that would otherwise conflict with the late bus run for the remainder of the posted late run.
15. All hours driven on regular and special bus runs shall count toward qualifying a driver for full health insurance coverage.
16. No bus driver may switch with another bus driver without permission from his/her immediate supervisor.
  - (a) When a driver cancels a previously signed extra trip, that extra trip will be re-posted and treated like any unsigned extra trip.
17. If after advertising to fill a permanently vacant position, the District does not receive any qualified applicants, then the District shall have the right to subcontract out said bus route for the remainder of the fiscal year. Before subcontracting out any such route, the District shall be obligated to advertise for qualified applicants for at least the period of time that the District has been given notice that there will be a vacancy.
18. Events such as Marching Band and Ski Club may be bid and assigned to the same driver(s) for the entire season.
19. There will be a six (6) month waiting period before new drivers will be allowed to bid on extra trips. This may be waived by the immediate supervisor based on previous experience as a bus driver.
20. When a bus driver is asked by the immediate supervisor to drive another driver's regular run which is in addition to his/her own, that driver shall be paid for one and one-half (1-1/2) hours work.
21. School bus mechanics are required to provide their own tools and as such the District will reimburse the approved purchase of tools up to a maximum of two

hundred fifty dollars (\$250.00) per school year for tools that are specific to working on a school bus. Reimbursement requires proof of purchase.

#### H. Transfer

If the District determines that an employee transfer is necessary from the Allegany campus to the Limestone campus or vice versa, or to work shifts that are more than two hours different from the employee's starting or ending times, the employee must consent to such a change. Otherwise, the least senior employee in a job title will be the transferred employee. This section does not apply to transfers between buildings in Allegany.

#### I. Vacancies, Promotion, Layoffs and Probation

The parties recognize that the educational practice of Inclusion may require additional needs for information and training for members of this bargaining unit. The District agrees that it will make a reasonable effort to include support staff in notification of special educational circumstances involving the students that they have contact with.

No unit member other than nurses will be required to administer medication or assist non self-directed students in medical areas prohibited in State Department regulations.

No unit member will be required to assist any students in approved medical areas without training by professional nurses. A list of training participants and course content will be provided to the District.

#### J. Alcohol and Drug Testing

Recognizing that alcohol and drug testing is legally required for some District employees, both parties agree to the following:

1. The Association and the District recognize alcoholism and drug abuse as illnesses which are treatable. Any employee who tests positively will be directed to an Alcohol and/or Substance Abuse professional.
2. Employees who request diagnosis or treatment for alcohol or substance abuse prior to a positive test will not jeopardize their rights or job security. All such requests will be kept strictly confidential.
3. All costs for implementing the drug testing program will be borne by the District.
4. Drug testing procedures shall be consistent with the rights of employees as established by statutory and case laws and state and federal regulations.



5. All information, interviews, reports, statements, memoranda, and all records of all referrals, screening and confirming tests shall be available only to authorized District employees, and shall be held confidential with the following two exceptions:
  - a. as required for compliance with state and federal regulations;
  - b. as required for appropriate disciplinary proceedings.

In all cases, the District shall authorize access to the aforementioned information, etc., only to those employees for whom such knowledge is essential to their job responsibilities.

6. Employees shall be paid for time spent on the testing and related procedures, including traveling time to and from the test site at the extra trip rate.
7. Employees may be required to submit to an alcohol or drug test only in accordance with the provisions of applicable state or federal laws or regulations.
8. The employer and the union agree to establish a mutually agreeable referral program for the treatment of alcohol or substance abuse. Any employee who tests positively will be immediately referred to the Association President or Representative.
9. Eligibility for testing shall be limited to those defined by applicable state or federal laws or regulations as being in the testing pool.

## **ARTICLE VIII**

### **HEALTH INSURANCE AND RETIREMENT PROVISION**

#### **A. Health Insurance**

1. The District will provide insurance coverage to members of this unit. Unit members can elect to participate in District health care plans during the open enrollment period as determined by the District.
2. Coverage will become effective upon receipt of a completed enrollment form.
3. New hires (after July 1, 1998) and unit members electing an HMO plan will be provided an HMO plan with vision coverage.
4. Full-time unit members electing the self-funded (traditional) PPO health care plan, will contribute an amount equal to 19% of the total annual premium.

All contributions will be an automatic payroll deduction to the Flex Plan unless otherwise notified. The District will contribute \$200 to each employee's Flex Plan provided the employee contributes \$100.

5. The HMO Plan that is agreed to as per #3 above will be provided to full-time unit members at no cost, so long as the total annual premium does not exceed the total annual cost of the traditional plan, less the employee's contribution as outlined in the above schedule, regardless of whether or not there are any unit members participating in the traditional plan. Should this occur, the District may elect to terminate participation in this health care plan.
6. If the District terminates participation in the HMO health care plan because of the above, the District then will provide a health care plan that is equivalent to the plan in existence at the time of termination.
7. Full-time for this purpose shall mean any employee who works six (6) hours per day or more on a regular basis. Part-time employees shall have their premiums paid at fifty percent (50%) regardless of the plan they elect. After five (5) years of service, part-time employees shall have seventy-five percent (75%) of his/her premium paid which is the maximum District contribution. Bus drivers are three (3) hour employees when considering their regular a.m./p.m. run with an additional one and one-quarter (1-1/4) hours for each regular run second trip. When special runs are not bid as regular run second trips, they will be considered one and one-half (1-1/2) hours and added to the three (3) hours.
8. Retirees currently enrolled in a District health insurance plan may continue as enrollees in said plan. In no event shall this provision imply that the District shall be responsible for any of the premium costs for retiree coverage unless otherwise provided for herein.
9. An employee whose spouse works for the District shall not have double coverage.
10. Full-time unit members who would be eligible for family coverage and who choose not to take family health insurance from the District will receive a One Thousand Five-hundred Dollars (\$1,500) cash payment annually to be paid in installments through regular payroll.

#### B. Retirement

1. For the school year 1984-85, the District will provide Retirement Plan 75-G including benefit 41-J.
2. For the school year 1985-86 and thereafter, the District will provide Retirement Plan 75-I including benefit 41-J.

- C. Employees absent from work because of job related disabilities shall continue to be covered by the District's health plan during the term of that disability for three (3) months for any injury or injuries occurring within a twenty-four (24) month period.
- D. The District agrees to pay for any teacher aide the tuition cost for attending the BOCES' teacher aide course. The Association and teacher aide attending such BOCES' course acknowledge that attendance would be outside of the employee's regular working hours; and attendance is voluntary; and the employee is doing no productive work for the District during the period of attendance; and the training is that offered by an independent bonafide institution of learning.
- E. The District will reimburse bus drivers the full cost of their licensure.
- F. Employees who are required to use their car for school business and are authorized to drive between Allegany and Limestone campuses shall be reimbursed at the allowable IRS rate.

## **ARTICLE IX**

### **SALARIES AND WAGES**

- A.
  - 1. Effective July 1, 2006, all employees will receive an increase of four and two tenth percent (4.2%) over their 2005-06 base wages.
  - 2. Effective July 1, 2007, all employees will receive an increase of four and two tenth percent (4.2%) over their 2006-07 base wages.
  - 3. Effective July 1, 2008, all employees will receive an increase of four and two tenth percent (4.2%) over their 2007-08 base wages.
- B. Bus drivers will be compensated at the rate of twelve dollars (\$12.00) for all extra-driving trips (e.g., BOCES field trips). Special runs will have a one and one half (1-1/2) hour minimum and late runs will have a two (2) hour minimum except when bid as a regular run second trip having a one and one quarter (1.25) hour minimum. If a driver reports for an extra run and it has been cancelled, he/she shall be paid a two (2) hour call-out stipend.
- C. Bus drivers who take regular a.m. and/or p.m. runs are compensated as salaried employees. This compensation includes the typical work activities required such as pre-trip inspections, transportation of students, bus line-ups, post-trip inspections, fueling of bus, maintaining general cleanliness inside bus, etc. Any and all references to drivers being hourly employees with respect to the regular a.m. and/or p.m. runs (i.e. Article VIII, Section A.1) is for the sole purpose of distinguishing between part-time and full-time employment, and the benefits associated with each.

Bus drivers are compensated for mileage in excess of 30 miles on their regular a.m. and p.m. runs. This compensation will be at the rate of forty-four cents (\$.44) per mile. Mileage compensation also includes the typical work activities referenced above.

Bus drivers are compensated for mileage at the rates listed above in excess of 15 miles for each regular run second trip as computed on the following schedule:

1 <sup>st</sup> regular trip	in excess of	15 miles per day
2 <sup>nd</sup> regular trip	in excess of	15 miles per day
1 <sup>st</sup> regular trip 2 <sup>nd</sup> trip	in excess of	15 miles per day
2 <sup>nd</sup> regular trip 2 <sup>nd</sup> trip	in excess of	15 miles per day

Mileage compensation for regular run second trips also includes the typical work activities referenced above.

When a special bus run conflicts with a regular bus run so that a driver cannot take a special bus run in addition to a regular bus run, the driver who accepts the special bus run will be compensated as a bus driver without mileage payment. In this situation, bus driver(s) will be compensated as salaried employees plus an additional hourly rate for actual time worked beyond three (3) hours per day. For this purpose the hourly rate is equal to the annual salary divided by the product of 200 days times 3 hours per day. This compensation also includes the typical work activities referenced above.

When a special bus run no longer conflicts with a regular bus run, the special bus run driver will continue to be compensated as a bus driver until attrition affords the opportunity to change it to a special bus run in addition to a regular bus run, thereby avoiding a reduction in staff.

The driver who accepts this type of run will be entitled to all benefits afforded drivers employed by the District, including the ability to bid on extra runs. The exception to this would be language particular to special runs (i.e. Article VII. G.12). Likewise, on school days when any driver is not required to make his/her normal run, the driver will report to the bus garage and may be asked to perform other driving/garage duties.

- D. 1. Employees assigned to work in a higher job classification than their own for three (3) days or more shall receive pay at the higher rate.
- 2. No substitute employee shall make a higher hourly rate than a regularly contracted worker in the same department.
- E. Bus drivers will be additionally compensated for all regular run second trips at the extra trip rate identified in Section B of Article IX.
- F. Payment for driving time over and above the two (2) hour minimum allowed for noncontinuous trips, will be compensated to the next quarter hour.

G. Whenever reasonably possible, employees will be given three (3) days advance notice that they shall be required to work overtime. The District will give two (2) hours advance notice in the event scheduled overtime is cancelled and the employee shall be offered other work for the same scheduled overtime.

H. Minimum Wage Schedule

<b>Position</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>
Teacher Aide/Assistant	\$ 8.20	\$ 8.54	\$ 8.90
Typist/Clerk	8.53	8.89	9.26
Registered Nurse	13.48	14.05	14.64
Licensed Practical Nurse	10.25	10.68	11.13
Cafeteria Worker	8.20	8.54	8.90
Cleaner	8.20	8.54	8.90
Custodian	9.51	9.91	10.33
Maintenance/Mechanic	11.49	11.97	12.47
Bus Driver	8,130	8,471	8,827

All of the above rates are subject to modification as may be necessary for compliance with the Fair Labor Standards Act.

- I. When an employee is called back to work in an emergency (as distinct from a building check, overtime or other scheduled duty), the employee shall be paid a minimum of two (2) hours pay. The District shall have no obligation to post said work nor shall the District have any obligation to assign the work on the basis of seniority.
- J. Unit members may elect to join a direct deposit payroll account to be maintained at the Allegany Central Office of the First Tier Bank and Trust.
- K. Employees required to attend bus safety training as required by Chapter 19A Regulations shall be paid for each quarter hour of actual time spent on such training up to a maximum of four (4) hours inclusive of training for special education students at the extra trip rate.

Additional training required by the District, including practice runs for kindergarten students, shall be paid for each quarter hour, minimum two (2) hours, at the extra trip rate.

- L. Employees who are cross-trained as bus drivers shall be paid at the extra trip drivers' rate whenever they drive, or, their regular rate, whichever is higher.

M.

1. Longevity

Commencing July 1, 1998, the District shall add to the salaries of veteran employees, the following annual stipends:

10-14 years =	\$100
15-19 years =	\$175
20-24 years =	\$250
25-29 years =	\$325
30+ years =	\$400

These amounts will be prorated for part-time employees.

2. Longevity Stipend

Commencing July 1, 1998, full-time support staff with at least fifteen (15) years of service to the Allegany-Limestone Central School District shall be eligible to elect to receive a payment of one hundred dollars (\$100.00) per year of service to the Allegany-Limestone Central School District to a maximum of three thousand five hundred dollars (\$3,500) at any point beyond the completion of the fifteenth (15<sup>th</sup>) year. Written notice of intent to elect such payment must be provided to the superintendent no later than March 1 of a given year. Payment will be made in the school year following the submission of such notice. This payment will be for the period of one (1) year only. Employees may exercise this payment option once during their employment with the Allegany-Limestone Central School District. No more than two (2) employees may participate in the longevity plan during any school year. If more than two (2) employees apply in any one (1) year, the most senior employee among the applicants will be accepted, except for those employees already accepted for such benefits. Part-time employees are eligible for this benefit on a prorated basis.

N. Any bus driver who is asked to double trip (take two or more teams or groups to separate activities) will be reimbursed an additional one dollar and fifty-cents (\$1.50) per hour for that trip.

O. When cleaners must work an entire eight (8) hour shift shorthanded and cover for another employee when no substitute is hired, they will be paid one (1) additional hour for that shift.

## **ARTICLE X**

### **GRIEVANCE PROCEDURE**

- A. A grievance may be filed by an employee with regard to application, or interpretation of this agreement in accordance with the following procedure. A grievance is defined as an alleged violation of this agreement or an established past practice.
- B. An alleged violation of the application or interpretation of this agreement must be filed within five (5) working days excluding those where the grievant is on approved leave from the time of the alleged occurrence. A grievance not so filed will be determined to have been waived.
- C. The grievance procedure will be as follows:

Step 1 - Written presentation to the School Administrator. The presentation will include the name and position of the aggrieved party, the violation of the labor agreement by Article and Section number, the time when and the place where the alleged events or conditions constituting the grievance occurred, the identity of the party responsible for causing the said events or conditions, and a general statement of the nature of the grievance, and the redress sought by the aggrieved party. To be answered within five (5) working days.

Step 2 - Written presentation by the aggrieved (with same provisions as stated in Step 1) to the Superintendent. To be answered within five (5) working days.

Step 3 - Hearing before the elected Board of Education (with same provisions as stated in Step 1). To be answered within ten (10) working days or as expeditiously as possible.

**NOTE:** In each of the above steps, upon receipt of an answer, the aggrieved will advise the Board or Administrator within five (5) working days if he/she wishes to refer the grievance to the next succeeding step. Any grievance not so referred will be considered closed. Answer not received in the prescribed times by the employee, who has filed the grievance, shall be ruled in favor of the aggrieved.

Step 4 - Binding Arbitration:

- (a) If the grievant is not satisfied with the disposition of the grievance at Step 3, the grievant may request that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within five (5) working days. Proof of filing must be presented to the Board or Administrator. A grievance not so referred will be considered closed.
- (b) An arbitrator shall be selected from a list of arbitrators submitted by the American Arbitration Association.

- (c) In the event that the parties are unable to agree on an arbitrator, then an arbitrator shall be selected under the rules of the American Arbitration Association multiple panel selection procedures. The arbitrator's decision shall be rendered within thirty (30) days after such hearing. The arbitrator shall not have the power to alter, amend, or rescind any terms of this agreement. The decision of the arbitrator shall be binding on both parties. Expenses of the arbitrator shall be borne equally between the parties.

## **ARTICLE XI**

### **MISCELLANEOUS PROVISIONS**

- A. Except as otherwise specifically provided in this agreement or by law, the employer shall have the customary and usual rights, powers, and functions to direct the employees, to hire, promote, suspend, and to take disciplinary action, and to otherwise take whatever actions are necessary to carry out the function of the employer.
- B. Copies of this agreement shall be printed at the expense of the Board and given to all personnel now employed or hereafter employed by the Board within a reasonable time after its execution.
- C. In consideration of the recognition by the employer of the Association as the sole and exclusive bargaining representative of the employees, the Association does hereby affirm a policy that it does not assert the right to strike against the school system nor will it assist in or participate in any such strike by the employees, nor will it impose any obligation on said employees to conduct, assist, or participate in a strike.
- D. Non-Discriminatory Clause - The provisions of this agreement shall be applied equally to all individuals by this agreement without discrimination as to sex, age, race, color, creed, or national origin. All reference to individuals in this agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female.
- E. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit the implementation by amendment of law or by providing additional funds therefore shall not become effective until such approval is given.
- F. Once each year the District shall provide the unit president the name, title, and address of all employees in the bargaining unit.
- G. Each employee has the right (personal references excepted), upon request, to review his/her personnel file maintained in the Personnel Office or individual building in connection with his/her employment. Such request should be made in the form of an appointment with the Superintendent. Each employee should have the right to be accompanied by a representative of his/her own selection during such review. The employee shall have the right to reproduce information within his/her file with



the exception of confidential references. Except for review by the employee and/or his/her representative as above set forth, only those persons with an official legal right and reason for so doing may inspect an employee's file and said file shall not be open to public inspection except upon specific written consent by the employee.

Any anonymous, derogatory material received by the Board and/or administration shall be disregarded and not placed in the employee's personnel file.

Employees shall receive copies of all materials to be placed in their personnel file and shall sign the copy of each document to be filed. Such signature indicates only that the employee has seen the material. If the employee wishes he/she may submit a written response to any material, placed in his/her file. Such written response shall be attached to the pertinent document and become part of the employee's official file.

- H. Mailboxes will be provided to custodians in their work center in the high school and/or elementary building, as the case may be.

## **ARTICLE XII**

### **UNIFORMS/SMOCKS**

Any employee required by the District to wear a uniform or smock shall have such item supplied by the District at no cost. The District shall also replace damaged and worn required uniforms or smocks.

## **ARTICLE XIII**

### **DURATION AND WITNESS**

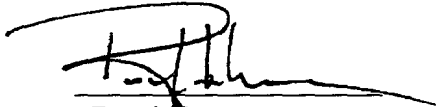
- A. This agreement shall become effective on July 1, 2006, and remain in effect until June 30, 2009.

- B. In witness of this agreement, the parties hereunto affixed their names and seals this 19 day of January, 2006.

**FOR THE BOARD**

  
Chief Executive Officer

**FOR THE ASSOCIATION**

  
President