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AGREEMENT

Between The

OXFORD ACADEMY AND CENTRAL SCHOOL

CHIEF SCHOOL ADMINISTRATOR

And The

OXFORD EMPLOYEE SUPPORT PERSONNEL ASSOCIATION



Agreement in effect from July 1, 2008 - June 30, 2011

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This Agreement is made and entered into on this 1st day of July, 2008 by and between the Chief School Administrator of the Oxford Academy and Central School District and the Oxford Employee Support Personnel Association (OESP) of the Oxford Academy and Central School District, hereinafter referred to as the "Association".

WITNESSETH

In consideration of the mutual covenants and promises herein set forth, each party hereto agrees with the other as follows:

ARTICLE I - PURPOSE

Section 1 -

It is understood and agreed that this Agreement shall cover all regular ten and twelve-month non-instructional employees.

Section 2 -

It is understood and agreed that this Agreement shall supersede or replace previous Board policies in regard to conditions of employment and it is further understood that if existing policies are not covered by this Agreement they will still remain in effect as part of this Agreement.

Section 3 –

An OESP Handbook shall be prepared incorporating those Board of Education policies, which pertain to OESP bargaining unit members.

Each employee shall receive a copy at the beginning of each school year. New employees shall receive a copy upon employment.

Employees are expected to be familiar with its contents.

ARTICLE II – RECOGNITION

Section 1 –

The Chief School Administrator of the Oxford Academy and Central School, having determined that the Association is supported by a majority of said employees, hereby recognize the Association as the exclusive negotiating agent for all employees in said unit, all employees except the Chief School Administrator, building principals, business administrator, secretary to the Chief School Administrator, the account clerk in the District Office, payroll clerk, certified teachers, licensed teaching assistants, clerk of the Board of Education, district treasurer, cafeteria manager, head bus driver, superintendent of buildings and grounds, school psychologists, nurse practitioner, and computer technician. Such recognition shall extend for the term of this Agreement and successive extensions thereto.

The purpose of this recognition is the mutual agreement that the parties will negotiate with regard to salaries, hours and conditions of employment.

Section 2 -

DUES DEDUCTION

- A. The District shall deduct from the salaries of its employees, dues for the Oxford Educational Support Personnel Association (OESP); these may include monies for OESP designated affiliates - NYSUT). Support personnel desiring such dues deduction will individually and voluntarily authorize the District to deduct and to transmit the monies to the treasures of the OESP Association. Support personnel authorization shall be in writing in the form of the dues deduction cards furnished by the OESP. While it is mandated by law, Agency Fee will remain in effect. Payroll deduction for Agency Fee will occur based on a list provided by the OESP President.
- B. The OESP shall certify to the District, in writing, the current rate of its membership dues and Agency Fee (total amount to be deducted per school year). If the local association shall change the rate of its membership dues, it shall give the Chief School Administrator or designee thirty days written notice prior to the effective payroll date in which the dues are to be deducted.
- C. The OESP shall provide the Chief School Administrator or designee with a list and the original signed dues deduction authorization cards of those employees who have voluntarily authorized the District to deduct dues for the Association and designated affiliates, a list for whom Agency Fee is to be deducted, thirty days prior to the first check in which deductions are to be made. The list shall contain alphabetically the last name, first name and middle initial, social security number and total amount to be deducted for each employee.
- D. The District shall return to the Association a correct list of those employees who have chosen payroll dues deduction. The list will be updated and returned to the District by August 1st each year.
- E. The OESP unit will provide the dues deduction cards after review of same by the District (Chief School Administrator).
- F. The OESP must submit cards to the District (Chief School Administrator or designee) at least twenty days prior to the first check in which dues are to be deducted.
- G. Deduction shall be made in the following manner: The total annual membership dues for OESP and affiliates, certified as mentioned above shall be deducted in eighteen equal installments beginning with the second paycheck in October and continuing for seventeen consecutive paychecks thereafter.
- H. Any support staff person newly hired after October 1st and whose dues deduction card is not received by the Business Office twenty days prior to the second paycheck in October will be accorded the same deductions as other support personnel. This person, however, shall be responsible for any dues required after the last installment in June and the first one in October.
- I. The District shall, following each pay period from which dues deductions are made, transmit the amount so deducted to the Treasurer of the Association. The first transmittal shall be accompanied by a listing of the personnel by names and social security numbers for

whom deductions have been made and the amount deducted for each. Additions or deletions to the payroll deduction list occurring between deducting periods shall be noted with the remittance, including the person's name, social security number, and effective date of the change.

- J. Once a dues deduction card is received by the Business Office, it remains in effect until (a) withdrawn by written notice received by the District between July 1st and September 15th of any given year; or (b) by the employee leaving the District. In such situations the employee must assume responsibility for any required unpaid dues.

ARTICLE III - SELECTION AND RETENTION OF EMPLOYEES

Section 1 -

Subject to terms of this Agreement, the Chief School Administrator shall have entire freedom of selectivity in hiring, and may discharge any employee for just cause which the Board deems sufficient and that membership in any organization shall not be required as a condition of employment.

Section 2 -

Should a reduction in force among employees covered by this Agreement be necessary, the Chief School Administrator will consider length of service, classification and skills of the employees. *

* Length of service - Bus Drivers - If a bus run is consolidated or eliminated, the driver of the abolished run will bump the least senior bus driver.

ARTICLE IV - YEARS

Reference to a school year shall be considered as time from September 1 to June 30.

Reference to a year shall be the school year of July 1 to June 30 and not a calendar year.

ARTICLE V - DEFINITIONS

Twelve-month employees are those employees who are employed for a year (twelve months). These employees are generally classified as custodians, office clerks, and typists.

Ten-month employees are those employees who are employed for a school year (ten months). These employees are generally classified as cafeteria workers, bus drivers, teacher aides and other designated employees.

Ten-month employees are further defined as:

- A. Full time means employment of at least six hours per day.
- B. Part-time means employment of less than six hours per day, but more than two hours per day.
- C. Benefit eligibility

1. An employee must work twenty hours per week to be eligible for the Health Insurance Program of the Oxford Academy and Central School District.
 2. The New York State Employees Retirement System will be available to all those eligible.
- D. Any employee who works five hours or more per day shall be entitled to thirty minutes for lunch. The lunch break is not part of the workday. The exceptions to this will be if an employee works a six-hour day and begins work on a non-student day by eight a.m., that employee may work a full six hours without taking the thirty minute lunch break. Supervisors will be responsible for scheduling each employee's lunch break.

ARTICLE VI - CLASSES OF EMPLOYEES

Section 1 -

Twelve-month employees shall be generally classified as:

- A. Custodian and custodial workers are generally responsible for the cleaning, maintenance and upkeep of the buildings and facilities. Within the general classification of custodians there are:
1. Custodial workers who are primarily responsible for cleaning buildings.
 2. Custodians - a Civil Service designation which is given upon the passing of a test.
 3. Head building custodians who are responsible for the overall cleaning and maintenance of the buildings and grounds.
- B. Office clerks and typists within the school buildings are primarily responsible for the clerical duties assigned by the supervisors.

Section 2 -

Ten-month employees are generally classified as:

- A. Teacher aides and monitors are assigned non-instructional duties but work with the instructional and office staff.
- B. Food service helpers and cooks assigned to work in the cafeteria.
- C. Office clerks and typists within the school buildings are primarily responsible for clerical duties assigned by the supervisors.
- D. Registered Nurses and Licensed Practical Nurses responsible for student health care under the direction of the building principal.
- E. Bus drivers, bus aides and bus monitors are primarily responsible for the safe transportation of students.

ARTICLE VII - WORK DAY - WORK WEEK - OVERTIME - EXTRA DUTY

Section 1 - General Conditions

- A. Up to forty hours shall constitute a week's work and shall be paid at straight time rate.
- B. All time worked in excess of forty hours in any week shall be at time and one half. A holiday or vacation as defined in this Agreement, shall count as part of the forty hours worked for overtime purposes. Any other absence on the part of any employee shall not count in the computation of the first forty hours.
- C. The supervisor shall schedule extra time or duty assignments as equally as possible among the employees. The supervisor shall give as much notice as possible for extra duty, except for emergencies.
- D. It shall be the duty of all employees to assume the extra duty work. It shall be the duty of the employee to be responsible for the completion of the extra duty assignment and if for any reason the employee cannot assume any assignment it shall be the employee's duty to secure a replacement from the other employees and shall so notify the supervisor explaining the reason for the change and other details involved.
- E. Should the need for extra duty be eliminated prior to the assigned time, it shall be the duty of the supervisor to notify or attempt to notify the assigned personnel of such cancellation.
- F. The District shall compensate unit members at regular hourly rates when they are required by the District to attend meetings, training sessions, workshops and/or conferences, including parent conferences, that occur outside their regularly scheduled hours per day or days of assignment. For ten month unit members this will apply for days beyond the 181 for which they are regularly compensated. There shall be a one-hour minimum compensation for each occurrence at the regular hourly rate. Bus drivers shall be paid at their extra driving rate on these occasions.
- G. Office staff will not be required to call teacher substitutes outside of regular work hours.

Section 2 - Special Consideration – Twelve-month employees

- A. Custodial Employees
 - 1. Forty hours shall constitute a workweek and shall be paid at straight time. During the period from the first full week in July through the last full week in August thirty-seven hours shall constitute a workweek and shall be paid as forty hours. The workweek during July and August shall be nine and one-quarter hours per day for four days per week, (work schedule to be determined) (exclusive of a thirty minute lunch time).
 - 2. The District will provide three sets of standard uniforms (shirt and pants) per year.
 - 3. A workday commencing after 3:00 p.m. will be seven and one-half hours and shall be paid for eight hours.

4. During all school vacations the night duty will become regular day duty and shall be for eight hours.

B. Office Staff

1. During the school year, normally a seven and one-half hour day shall constitute a day's work, except Friday, which shall be a seven and one-quarter hour day.
2. During the period from the first full week in July and through the last full week in August thirty-two hours a week shall constitute a workweek. The workweek during this period shall be eight hours per day for four days per week, (work schedule to be determined) (exclusive of a thirty minute lunch time).

Section 3 - Special Considerations – Ten-month employees

All ten-month employees will be expected to work and will be paid a minimum of one hundred eighty-one days per year between September 1 and June 30. Should a ten-month employee be scheduled to work beyond the one hundred eighty one days during the course of the work year, two weeks advance notice will be given and the employee will be paid for the additional time.

A. Teacher Aides and Monitors

1. Teacher aides and monitors may be required to work on days designated as Superintendent's Conference Days. At least two weeks notice will be given when teacher aides or monitors are required to work on a Superintendent's Conference Day.
2. If no other substitutes are available for absent teachers or absent licensed teaching assistants, a teacher aide who has been employed as a teacher aide for at least six months may act in the capacity of teacher substitute at an additional \$20.00 per day (\$10 for up to a half day assignment) above their normal daily rate or substitute licensed teaching assistant at an additional \$15.00 per day (\$7.50 for up to a half day assignment) above their normal daily rate. This option shall be at the discretion of the building principal. The decision regarding which teacher aides will be asked to act in a substitute capacity will be the principal's.

B. Cafeteria Employees

1. A uniform allowance of one hundred twenty-five dollars will be granted. The Cafeteria Manager will approve all expenditures.
2. When cafeteria employees work extra for outside groups, they shall be paid at a rate of 1 ½ times their District hourly rate.
 - (a) The outside group shall be responsible to make the payment directly to the cafeteria employee for time worked.
 - (b) When an organization utilizes the cafeteria, a cafeteria employee must be present.

3. If, after all expenses and operating costs have been deducted, the school Cafeteria operates at a profit as determined by the School Business Administrator, the District will take the total profit up to a maximum of \$3,000 and divide it on a prorata basis with the cafeteria employees.

- (a) Such payment will be made as a one-time cash bonus and shall be made in the summer after the bookkeeping has been completed.

C. School Nurses

1. School nurses will be paid for one day between August 15 and Labor Day (not weekends or days school is not open) to prepare health offices for school.
2. School nurses will be compensated at their daily rate for full day summer conferences approved by the Chief School Administrator.

Section 4 -

Each twelve-month and ten-month full-time employee is entitled to thirty minutes for lunch. The lunch break is not part of the workday.

Section 5 -

Each twelve-month and ten-month full-time employee is entitled to a ten-minute rest period every three to four hours. Supervisors will be responsible to schedule the employee's rest period.

ARTICLE VIII - EMPLOYEE LEAVE

Section 1 - Leaves

- A. All days described in this Article are paid leave days. A day shall be of a length consistent with the number of hours normally worked by said individual on a regularly scheduled workday.
- B. All twelve-month employees hired on or before June 30, 1984 shall accrue eighteen leave days per year. All twelve-month employees hired on or after July 1, 1984 shall accrue fifteen leave days per year. The maximum total accumulation shall be two hundred twenty five days.
- C. All ten-month employees hired on or before June 30, 1984 shall accrue fifteen leave days per year. All ten-month employees hired on or after July 1, 1984 shall accrue twelve leave days per year. The maximum total accumulation shall be two hundred days.
- D. The above may be utilized as per the conditions set forth below:
 1. Leave days may be used in one-half day increments.
 2. Routine visits to a doctor which can be scheduled in a timely manner during non-working hours are not justifiable usage of illness days.

3. Personal illness days - accumulated days may be used for personal illness. A doctor's certificate may be requested by the Chief School Administrator for prolonged or frequent illness in excess of three consecutive days.
4. Family illness days - up to twenty accumulated days may be used per year to attend the needs of sick family or household members. The Chief School Administrator may extend the use of accumulated days for this purpose. The Chief School Administrator may request verification of such family illness after five consecutive days.

Family is defined as husband or wife, mother (step, in-law), father (step, in-law), son (step, in-law), daughter (step, in-law), grandparent, grandchild, brother (step, in-law), sister (step, in-law).

5. Bereavement leave - up to five accumulated days may be used for each occurrence of death in the family (as defined above) or household.
6. Personal Business Leave - up to three accumulated leave days may be used per year for personal business leave. The following conditions control the use of such days. Personal Business shall not be used to extend a holiday or vacation. A business day will not be granted on a day prior to or after a school holiday or vacation period. None of these days may be used for personal gain.

One day may be used for any purpose the individual chooses except to extend a holiday or vacation. The notice for such day will indicate that this is an unrestricted personal day. It will also indicate that it is not being used for the purpose of extending a vacation or holiday.

The other two days are for personal business which is a transaction or event of immediate or pressing importance which cannot be rescheduled because of significant involvement of the individual applying for such leave and other parties or institutions who cannot or will not change the time. Some of the most justifiable reasons for these days are: house/property closing; legal litigation; court appearance; sensitive personal matter; divorce proceeding; personal emergency; traffic accident; graduation for self or family member (as defined elsewhere in this Article).

Employees must give at least forty-eight hours notice in advance when possible.

Section 2 - New Employee Leave

- A. Any employee hired between April 1 and June 30 will not receive any paid leave days for that school year.
- B. Twelve-month employees hired between July 1 and December 31 shall receive leave days as described in Section 1 B.
- C. Twelve-month employees hired between January 1 and March 31 shall receive one-half the number of leave days as described in Section 1 B.
- D. Ten-month employees hired between September 1 and December 31 shall receive leave days as described in Section 1 C.

- E. Ten-month employees hired between January 1 and March 31 shall receive one-half the number of leave days as described in Section 1 C.

Section 3 - Sick Bank

The Sick Bank is for the use of any non-instructional employee of the Oxford Academy and Central School who chooses to join said bank.

- A. The operational procedures and awarding of days from this Bank shall be governed by a majority vote of the Bank's Central Committee, in case of a tie the day will not be granted. This Committee will consist of two members of the Association and two representatives appointed by the Chief School Administrator.
- B. To be a member of the Bank, an employee must have donated at least one day to the Bank. To retain membership an employee must contribute at least one additional day when the Committee calls for a mandatory contribution to continue membership.
- C. Current employees may donate one day to the Bank per school year. This day is to be deducted from that employee's accumulated sick leave and the day will become a permanent part of the Bank. Donations will be accepted as long as the total number of days in the Bank is less than two hundred fifty. When the Bank reaches two hundred fifty days, no additional contributions will be accepted from the employees, except as noted below. When the number of days in the Bank fall below fifty, each member of the Bank will contribute two days from his/her accumulated sick leave. Said contribution shall be deducted from his/her accumulation. Non-members may join the Bank at this time. Additional contribution periods will be called by the Central Committee when it deems necessary.
- D. New employees hired on or after July 1 may gain membership in the Bank by contributing one day by February 1. New employees hired after February 1 may gain membership in the Bank by contributing one day by the following June 30. These days will be accepted by the Bank, regardless of the total number of days in the Bank.
- E. An employee who has borrowed days from the Bank must repay the days. The employee and the Central Committee will negotiate a repayment rate. These days will be accepted by the Bank regardless of the total number of days in the Bank.
- F. A member may borrow days from the Bank by making application to the Central Committee. These days are to be used for catastrophic illness, defined as lasting over ten - days, and can be applied for only after the member has exhausted all paid leave and vacation.

An applicant must submit a letter of request and a doctor's certificate, which specifies the nature of the illness and expected duration of convalescence at the time of application. The Central Committee may also request that the applicant be available for a personal interview. All information will be confidential.

The maximum loan per applicant is twenty days, renewable to fifty days per year. These days may not be extended beyond June 30 of the school year granted. These days will be a supplement to any worker's compensation, income protection insurance, etc., and the combination of this compensation will not exceed the applicant's daily salary.

ARTICLE IX - PAID HOLIDAYS

Section 1 -

- A. All twelve-month employees will receive the following thirteen days as paid holidays: July 4, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, one day prior to or after Christmas Day, New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday and Memorial Day.

Should such holiday fall on either a Saturday or Sunday, employees will have the choice of observing that holiday on either the preceding Friday or the following Monday provided school is not in session, or unless the school calendar provides a specific day for said holiday. Should it be necessary for an employee to work on a holiday, or a holiday falls during a paid vacation, the employee will be given the choice of receiving another day off with pay, or of receiving the holiday pay plus pay for the day worked.

- B. The twelve-month employees may substitute or change any one holiday for another day during a student vacation period prior to July 1, subject to the approval of the Chief School Administrator.

ARTICLE X - VACATION

Section 1 -

All twelve-month employees shall be entitled to vacation.

- A. Twelve-month employees hired between July 1 and December 31 shall be credited with one year of service for purposes of vacation accumulation on the next July 1. Twelve-month employees hired during this period will be entitled to ten days vacation.
- B. Twelve-month employees hired between January 1 and June 30 will be entitled to five days vacation. Employees hired during this period will not be credited with one year of service until the following July.
- C. Each twelve-month employee shall be entitled to one additional day of vacation, with pay, each and every year of service over three years to a maximum of twenty-five days after eighteen years of service.
- D. Vacations shall be taken during school vacations and shall be arranged with the supervisor so that a minimum number of employees are on vacation at one time and to enable the orderly and efficient completion of the scheduled work. If this is not possible during the summer months, time can be extended to the school year at the discretion of the Chief School Administrator. No more than ten consecutive vacation days may be used at one time. The employee must work for five consecutive days after a vacation period and before more vacation may be taken.

The District recognizes that under special circumstances the need for more consecutive vacation days could arise. The Chief School Administrator reserves the right to approve these exceptions after receipt of a written request explaining the need for the leave and consultation with the immediate supervisor.

- E. Vacations are not accumulative and shall be taken in the year earned. However, permission may be granted by the Chief School Administrator, to the employee to forego up to one-half of the employee's vacation and receive compensation for the time not taken at the end of the year.
- F. Should an employee leave or be terminated, the employee shall be entitled to receive any accrued vacation pay.
- G. A retiree may receive full vacation pay upon retirement.

ARTICLE XI - SCHOOL CLOSING & EMERGENCIES

Section 1 -

- A. If school is closed prior to the start of the workday, all twelve-month employees are to report for work. For cafeteria employees whose work hours start at 7:45 a.m. (full time) or before, if school is delayed and the employee arrives at work and then school is called off, the District will allow them to work and get paid for one-half day.
- B. Twelve-month employees assigned to evening and/or night work may arrange working hours with their supervisors. On days when school is closed because of weather or other emergencies, night workers may have the option of working during the day, or at the regularly scheduled time at the discretion of the supervisor.
- C. The workday as defined under Section 1 A. of this Article shall be six hours. If evening employees choose to report at the regularly scheduled time, the workday will be seven and one-half hours.
- D. If a "State of Emergency" is declared by a responsible government official and results in the closure of school buildings, twelve-month employees do not have to report to work and there will be no loss of pay.
- E. Any employee may choose not to work when school is closed. A loss of pay will result unless a vacation day is used.
- F. If ten-month (181 day) employees would have to work beyond the last day for teachers in June due to excessive snow/emergency days and if four or more snow days are used by the March Conference Day (whenever a March Conference Day is scheduled), ten-month employees may choose to work that conference day. If by May 15 ten-month employees would have to work beyond the last day for teachers in June due to excessive use of snow days, ten-month employees may choose to work the Friday before Memorial Day if a snow day has been "given back" so that students and teachers have that day off, but twelve-month employees must work.

Section 2 -

When District schools have delayed openings or early dismissals due to inclement weather or emergencies, all ten-month employees scheduled to work shall not be deducted pay or leave time.

ARTICLE XII - OXFORD ACADEMY AND CENTRAL SCHOOL HEALTH COVERAGE

Section 1 -

A health insurance program, Oxford Academy and Central School Health Plan or its equivalent, and Blue Shield Dental Schedule A including Basic, Supplemental Basic, Prosthetics, Periodontics and Orthodontics is offered to all employees who qualify. Participation in the program is not compulsory, and the employee shall have the option of including dependent coverage if the employee chooses to participate.

Section 2 –

The employee's portion of the Health and Dental Insurance Programs shall be deducted from the employee's salary each pay. A deduction authorization must be signed by the employee before deductions can be made or coverage put into effect.

Section 3 –

The employee shall contribute \$223.00 toward the Health Insurance Program.

Drug card co-pay under the District plan will be as follows:

Effective July 1, 2008 - \$1 generic/\$7 legend

Effective July 1, 2009 - \$1 generic/\$10 legend

Section 4 - Dental Insurance

The District will pay ninety-four dollars and twenty cents for the individual coverage and one hundred fifty-five dollars and ten cents for the dependent family coverage.

Section 5 –

No more than one family plan per family with the understanding that should there be a change (divorce, death, etc.) the other family member employed could immediately access the Plan without any loss or penalty. When the insured person reaches the aggregate maximum under the plan the spouse may immediately become the insured.

ARTICLE XIII – RETIREMENT

Section 1 –

It is agreed that the New York State Employees' Retirement System shall be continued with the Board contributing as required by the System for participating groups. All full time employees hired after the adoption of the Retirement System by the Board must become members upon the date they are appointed to a permanent position. A person appointed to a temporary or provisional position may join immediately if he/she wishes or may wait until his/her appointment becomes permanent.

Section 2 –

The Board of Education agrees to participate in the improved Non-Contributory Retirement Plan (Section 75i).

ARTICLE XIV – INCENTIVE

Section 1 –

A career increment of fifteen percent of an employee's final salary will be paid to any employee covered by this Agreement under the following circumstances:

- A. The employee has a minimum of fifteen consecutive years of service in the Oxford School System at the time of retirement.
- B. A letter of resignation due to retirement must be submitted with a request for the career increment by April 1 of the year prior to the employee's announced retirement.
- C. The career increment will only be paid for one year.
- D. In order to qualify for a retirement incentive, the employee must be eligible to retire according to the rules of the New York State Employees' Retirement System whether or not they are a member of the NYSERS. Paragraphs B. and C. above must be met.
- E. An employee who meets the circumstances in A and D who must retire unexpectedly due to a disability and is unable to fulfill B may receive an exemption from B. An employee who believes he/she must retire sooner than planned due to a disability and who is not seeking a disability retirement through ERS, may request a hearing before a three person district Disability Panel to present the medical information from his/her health care providers and the reasons he/she can no longer continue employment. The panel, after receiving the presented information, asking questions and hearing from the employee, will make a determination to grant or not grant an exemption to B. The panel is the sole and final determiner of exemptions to B unless the employee has been declared disabled by ERS. The three person Disability Panel will consist of: Chief School Administrator, current President of the OESP Association and the school physician.

Section 2 –

The District agrees to pay to the eligible employee, upon retirement, one-half day's pay for each of the employee's sick leave accumulation that exceeds one hundred sixty-five days up to two hundred twenty-five days. A maximum of sixty days at half pay will be compensated for in the employee's final paycheck. Refer Article VIII, Section 1, paragraphs B & C.

ARTICLE XV - LONGEVITY PAYMENTS

Section 1 -

At the beginning of the eleventh year of full time employment at the Oxford Academy and Central School an employee will receive an additional three hundred fifty dollars for that year only.

At the beginning of the twenty-first year of full time employment at the Oxford Academy and Central School an employee will receive an additional seven hundred fifty dollars for that year only.

In subsequent years after the twenty-first year of full-time employment, two hundred dollars will be paid to the employee on an annual basis.

Section 2 -

The longevity payments will be made as separate payments, to be figured as a separate check.

Section 3-

Years of service for the Article only will be calculated in the following manner:

- A. Years of employment will be computed from the date of employment.
- B. Any year worked at less than full time employment will be credited as one-half year of full time employment.

ARTICLE XVI - PAYROLL SAVINGS

Section 1 –

The District will provide for payroll deductions for Payroll Savings, Employee Retirement System Loans, any accounts in the Chen-Del-O FCU, Sidney FCU, NBT Bank, the Binghamton Savings Bank, Wilbur National Bank, People's National Bank, United Way, AFLAC and TSA's. Any employee desiring any deductions at these institutions should notify the Business Office by August 1. Any employee desiring to initiate or change a deduction subsequent to August 1 must do so prior to January 1, March 1, May 1, July 1, September 1, or November 1. The Business Office will continue to allow changes at any time to accommodate payroll deductions for loans from the aforementioned institutions.

Section 2 –

All ten-month employees have the option to be paid on a twelve-month basis. A ten-month pay schedule would be either 21 or 22 paychecks, as determined by the calendar. A twelve-month pay schedule would be either 25 or 26 paychecks, as determined by the calendar.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 1 –

It is the intent of this Article to provide for the orderly settlement of differences of opinion or grievances in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged. An employee shall have the right to present grievances in accordance with the following procedures, free from coercion, interference, restraint, discrimination or reprisal. The employee shall have the right to be represented at any stage of these procedures by a person or persons of his/her own choice. All hearings shall be confidential and only the final decision shall be recorded for public information.

Section 2 –

A grievance shall mean a complaint by an employee in the bargaining unit (1) that there has been as to the employee a violation, misinterpretation or inequitable application of any of the provisions of this Agreement or (2) that the employee has been treated unfairly or inequitable by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term grievance shall not apply to any matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or by any policy of the Board of Education or (2) the Board of Education is without authority to act.

Section 3 -

An employee is to report any grievance immediately to the employee's immediate supervisor either orally or in writing within ten calendar days. The supervisor is to render an opinion or explanation as soon as possible in regards to the grievance and in no case shall the opinion be delayed more than three workdays.

Section 4 -

If the grievance is not resolved by the immediate supervisor, the grievant shall request, in writing, within five workdays, that the Chief School Administrator hear the grievance. The Chief School Administrator shall render a written decision within two workdays.

Section 5 -

If the grievance is not resolved by the Chief School Administrator, the grievance shall be presented to the Board of Education at the next regularly scheduled Board meeting following the Chief School Administrator's decision. The Board of Education shall render a decision at the next regularly scheduled Board meeting following its hearing of the grievance.

Section 6 –

If the grievant is still unsatisfied with the decision rendered, arrangements are to be made for a review stage by a five-member panel. The grievant must request a review panel within twenty calendar days of the date of the Board of Education decision. The panel shall consist of two members selected by the Board, two members selected by the Association and one member selected by the other four who shall be a disinterested party. Any costs for the fifth member shall be borne equally by the employee or Association and the Board. The panel shall select their chairperson, establish a method of procedure and shall conduct appropriate hearings and then render a decision within forty-five calendar days unless an agreement is made between both parties to extend to not more than sixty days.

ARTICLE XVIII - AGREEMENTS BETWEEN PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATIONS

Any written Agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in the Agreement.

Section 1 -

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

ARTICLE XIX - DURATION

Section 1 -

This Agreement shall become effective as of July 1, 2008 and shall continue in effect through June 30, 2011 and shall continue in force from year to year, thereafter, unless either party shall notify the other, in writing, of the proposed changes by March 1 of any year this Contract is in force.

Section 2 -

It is further agreed that in any event all provisions of this Agreement shall remain in force until such time as a new Agreement has been executed or this Contract is canceled.

ARTICLE XX - SALARIES

Section 1 -

First year hourly rate for all categories of employees shall be no less than \$7.55 effective July 1, 2007.

Section 2 -

It is further agreed that higher salaries than scheduled may be paid to any employee whom the Board considers deserving of such higher salaries and payment of salaries in excess of the schedule to selected employees shall not be considered grounds for claim or grievance on the part of the employees.

Section 3 -

- A. All base salaries for returning employees (except bus drivers) in the OESP Association shall be increased by \$.60 per hour in 2008-2009; and \$.60 per hour in 2009-2010 and by \$.60 per hour in 2010-2011.
- B.
 - 1. Employees may earn additional salary credit at the rate of fifteen dollars for each credit hour earned by successfully completing college courses and in-service programs.
 - 2. College courses and in-service programs for salary credit shall be subject to the prior approval of the Chief School Administrator.
 - 3. Twelve hours of in-service programs shall constitute one credit hour.
 - 4. Approved credit hours will be recognized in the semester after they are earned. Credit hours paid in the second semester will be prorated accordingly. When an official transcript is received, the balance for the semester will be distributed in the remaining checks.

Section 4 -

- A. When a full-time twelve-month Custodial Worker takes and passes the Custodial examination as given by the Chenango County Civil Service Commission, the employee would be eligible for an increase in their hourly rate in the amount of \$.25.
- B. When a full-time typist or office clerk takes and passes the following respective exams given by the Chenango County Civil Service Commission, the employee would be eligible a one time for increase in their hourly rate as noted below:
 - 1. Typist: Typist Examination - \$.50 hourly rate increase.
 - 2. Office Clerk: Office Clerk Examination - \$.25 hourly rate increase.
- C. Proof of test passage will be provided by the employee.
- D. The Head Custodian shall receive an additional \$.25 per hour for purposes of regular maintenance and cleaning of the boilers in their respective buildings. Emergency breakdowns, which go beyond the regular workday, shall be excepted. Maintaining and cleaning the boiler shall be an expectation contained in their regular job description, (Head Custodian). Payment of such addition is not to be considered as part of base salary for annual increases. It will be used for purposes of calculating overtime. Weekend checks will continue to be two hours per building per weekend and will be paid at the overtime rate.

- E. Employees required to work the third shift shall receive a salary differential of \$.75 per hour for the time worked.

ARTICLE XXI - BUS DRIVERS

- A. Regular bus drivers shall be considered as ten-month employees. Exceptions to conditions of employment for bus drivers are noted in other sections of this Agreement. Regular bus drivers are eligible for the school Health Insurance Program.

- B. Bus Drivers

- 1. Extra driving

- a. Extra driving which conflicts with the regular route schedule will be done by substitute drivers. A sign-up list for substitute drivers will be established. Extra driving which does not conflict with the regular route schedule will be offered to the regular driver first. A sign-up list for regular drivers will be established.

- b. If a sub driver is not available and a regular driver is assigned to an extra trip, the minimum time for that shall be one and one-half hours. If a regular bus driver is assigned to drive an extra run in lieu of their regular run, the District will pay the driver's regular rate for one and one-half hours. For extra driving beyond the one and one-half hours the extra trip pay will apply.

- c. A meal allowance is used for drivers:

- (1) Trips leaving prior to 7:00 a.m. and returning prior to noon up to six dollars.

- (2) Trips leaving after 7:30 a.m. and returning after 12:30 p.m. up to nine dollars.

- (3) Trips leaving after 12:30 p.m. and returning after 7:00 p.m. up to eleven dollars.

- (4) All day trips up to twenty-six dollars.

- (5) Receipts must accompany reimbursement requests for all meals. Reimbursements will be made only for meals with an actual meal establishment register receipt except for receipts of sandwiches/subs from shops such as Subway, Blue-Ox, Hoppies, Romas, etc., with a notation that the sandwich was purchased ahead for a trip the next day.

- (6) Trips that leave before 7:30 A.M. and return between 12:30 P.M. and 2:00 P.M. will be paid both (1) and (2).

- d. Regular BOCES routes will be paid at the rate of sixty-six and two-thirds percent of the driver's total regular salary. One and one-half hours per day at the extra driving rate will also be paid.

- e. A rotating list for extra trips shall be established. If no one agrees to take the extra trip the District may assign a bus driver.
- f. For extra bus trips, which necessitate overnight sleep arrangements, a driver will be paid as follows:
 - (1) The hourly extra trip rate as specified in the contract will be paid for all driving time. (Driving from school to overnight site, driving from the site to the game/event, time during the event, driving from the event back to the school.)
 - (2) Meal allowance will be paid as for "all day trips" as specified in the contract.
 - (3) Cost of the Driver's room will be paid for but the driver will not be paid for off duty or sleeping time.
- 2. Except during the summer when school is not in session, a regular bus driver, when available, will be employed when students are transported unless that transportation takes place in a school car or station wagon or mini van if a properly CDL licensed High School agriculture or technology teacher drives students to and from class projects. (Max capacity 15)
- 3. The District will provide, when available, necessary health information on bus students to those student's drivers. This information must be consistent with appropriate student rights of confidentiality.
- C. For extra trips, bus drivers will receive eleven dollars and twenty-five cents effective July 1, 2008; eleven dollars and seventy-five cents effective July 1, 2009, and twelve dollars and twenty-five cents per hour effective July 1, 2010.
- D. A bus driver employed after July 1, 2002 will receive five thousand four hundred dollars base salary. All base salaries for returning bus drivers shall be increased by \$520 in 2008-2009; \$520 in 2009-2010 and \$520 in 2010-2011.
- E. The mileage differential paid in addition to the raise provided in Article XXI, Section 3, D. will be \$34.00 per mile.
- F. If a route is changed significantly (total A.M. and P.M. of more than 10 miles) from the September calculation and the change is going to be maintained for longer than four weeks, the mileage will be recalculated.
- G. The District will pay for one-half the cost of the CDL License when it comes due upon presentation of a receipt.
- H. Bus drivers shall be paid for attending mandatory safety and training meetings at their extra driving rate.
- I. If a regular run driver is paid "sit time" for a layover period, then a driver filling in for the regular driver will also be paid "sit time."

- J. In return for having the use of a school vehicle to travel to and from the McDonough bus garage (for as long as the school utilizes the McDonough bus garage to house buses) once a day, the drivers of the buses garaged there will keep the garage floor “shovel” clean and will keep snow cleared from the path to the garage access door and remove any residual snow left in front of the overhead doors after the front of the garage has been snow plowed.
- K. Senior drivers may apply for an open run by submitting a letter to the Head Bus Driver expressing their interest in the run and outlining any reasons for which they feel they should be considered. Application letters will be considered in filling open runs, but the final determination remains with the Chief School Administrator or his/her designee.
- L. Late Bus Runs – Drivers will be reimbursed twenty-one dollars (\$21.00) per hour when assigned to drive a late run.
- M. When a run becomes vacant, the District will post the route. The most senior District Driver signing the posting will be assigned the position.

In no case will the above limit the District’s right to assign routes based on District needs.

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN THE OXFORD ACADEMY AND CENTRAL SCHOOL DISTRICT’S CHIEF SCHOOL ADMINISTRATOR, AND THE OXFORD EMPLOYEE SUPPORT PERSONNEL ASSOCIATION.

ASSOCIATION

DISTRICT

President

Chief School Administrator

Date

Date