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Contract Database Metadata Elements

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Albion Central School District And
Albion Central Off & Tech Employees

AGREEMENT

Between

**SUPERINTENDENT OF THE
ALBION CENTRAL SCHOOL DISTRICT**

and

**ALBION CENTRAL SCHOOL DISTRICT
CENTRAL OFFICE & TECHNICAL EMPLOYEE'S ASSOCIATION**

JULY 1, 2001 TO JUNE 30, 2005

RECEIVED

MAY 10 2001

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

AGREEMENT
Between
SUPERINTENDENT OF THE ALBION CENTRAL SCHOOL DISTRICT
and the
ALBION CENTRAL SCHOOL DISTRICT CENTRAL OFFICE & TECHNICAL
EMPLOYEE'S ASSOCIATION

Preamble and Recognition

The Superintendent of the Albion Central School District and the Albion Central School District Central Office and Technical Employee's Association have entered into this agreement to establish wages, hours and other terms and conditions of employment for employees covered by this agreement. The Board of Education of the Albion Central School District ("Board") recognizes the Albion Central School District Central Office and Technical Employee's Association as the sole and exclusive representative of all District Office and Technical Employees excluding Administrative Staff.

ARTICLE I

A. Term of Employment

The Board of Education shall designate all positions and establish the term of employment for employees. District Central Office and Technical employees shall be employed for a term of twelve (12) months. Positions may be created or abolished within a fiscal year by action of the Board of Education.

B. Working Hours

1. Hours of work for all district employees shall be 37.5 hours per week, except as listed.
 - a. Employees covered by this agreement shall work 27.5 hours during July and August. (9:00 A.M. to 3:00 P.M. daily).
 - b. Employees covered by this agreement shall work from 9:00 A.M. to 3:00 P.M. daily (on non holidays) during Thanksgiving, Christmas, February and Spring breaks.
 - c. Employees shall be entitled to a one-half (1/2) hour lunch period beyond their work hours.

ARTICLE II
Payroll Deductions

The employee shall be allowed the following deductions:

Credit Union

The District will deduct from the salaries of its employees an amount individually and voluntarily authorized and transmit said amount to the Credit Union.

Retirement System Loans

The District shall deduct from the salaries of its employees an amount individually and voluntarily authorized for loan payments to the employees' retirement system and forward said monies to the system.

Tax Sheltered Annuity

The District shall deduct from the salaries of its employees an amount individually and voluntarily authorized under a Tax Sheltered Annuity Plan. Employees must have a certified actuarial exclusion allowance calculation completed before such deduction can be authorized.

ARTICLE III
Sick Leave

Section 1

Each employee shall accrue one and one-half (1.5) days of paid sick leave per full month of employment following the date of appointment.

Section 2

Each employee shall be allowed to accumulate an unlimited amount of sick leave.

Section 3

On an emergency basis, with the approval of the Superintendent of Schools, sick leave benefits can be used for cases of illness or serious injury of an employee's spouse, children or parent which necessitates the employee's absence from work.

Section 4

An additional non-use of sick leave incentive bonus shall be paid to each employee no later than the last pay period in July of each fiscal year of the employer. The non-use of sick leave incentive bonus payment shall be 1.5% of the completed year's salary. An employee, after completing one year of service who has used three (3) days of sick leave or less between July 1 and June 30 of a school year, shall be eligible for the bonus by submitting a claim form to the Superintendent.

ARTICLE IV
Bereavement Leave

Section 1

Any employee who is absent from duty because of the death of a spouse, child, parent, parent-in-law, brother, sister, son or daughter-in-law, grandparents, or person residing in household shall be given up to five (5) days of allowable leave with pay. This leave shall not accumulate.

Section 2

Legal verification of death may be required by the Superintendent.

ARTICLE V
Personal Leave

Each employee shall be provided with two (2) personal leave days per fiscal year. The employee's supervisor shall be provided with at least forty-eight (48) hours written notice in advance of the employee's absence. Personal leave shall not be used to lengthen an established vacation or holiday period. Personal leave shall accumulate to ten (10) days.

ARTICLE VI
Leave of Absence

Section 1

A request for a short term leave of absence without pay (up to ten (10) days) shall be subject to the discretion of the employee's supervisor and the Superintendent of Schools. Such leave shall be segregated on the employee's records from other absence and the employee may be charged directly for that portion of medical benefits or other costs incurred by the District during the period of absence. Such leave must be taken on a consecutive basis.

Section 2

Requests for long-term unpaid leaves of absence (from eleven days to one year) shall be submitted to the Board of Education through the Superintendent of Schools. They will be granted for only unusual situations and circumstances. Fringe benefits will not be provided during an unpaid leave.

Section 3

Maternity leave will be provided upon request during such period of an employee's disability immediately before and following delivery of a child.

Section 4

Child rearing leave will be provided upon request for up to one year following delivery or adoption of a child. The leave shall be without pay. Medical benefits will be continued at the employee's expense.

ARTICLE VII
Vacation

Section 1

Twelve month employees employed as District Office and Technical employees prior to June 30, 1985 shall accrue vacation at a rate of .7692 days per pay period.* District Office and Technical employees hired after July 1, 1985 shall accrue vacation according to the following schedule:

<u>Years of Service</u>	<u>Annual Accrual per Pay Period*</u>	<u>Annual Accrual Of Vacation</u>
1st yr. through 6/30 of 3rd yr.	.4231	11
July 1st of 4th yr.	.4615	12
July 1st of 5th yr.	.5000	13
July 1st of 6th yr.	.5385	14
July 1st of 7th yr.	.5769	15
July 1st of 8th yr. through 6/30 of 12th yr.	.6154	16
July 1st of 13th yr.	.7692	20

*Based on 26 payroll periods per year

Section 2

(a) Vacation time shall be requested seven (7) calendar days in advance of the day the employee wishes to commence his/her vacation except in cases of emergency. In such cases, the employer shall waive the seven (7) day request requirement.

(b) Vacation must be approved by the employee's supervisor.

Section 3

Maximum accumulation of vacation days on June 30th will be 40 days.

Section 4

Employees having accumulations as of June 30th in any year in excess of 40 days may return a maximum of (5) days to the District for compensation at their daily rate.

Section 5

If a holiday(s) falls within the vacation period of an employee, the employer shall not include the holiday as a vacation day.

Section 6

Upon retirement, death, or other type of separation from service, the employee, the employee's beneficiary or estate shall be paid for all his/her unused accumulated vacation accruals.

ARTICLE VIII
Holidays

Section 1

Employees shall receive the following paid holidays:

July 4th	Christmas Eve
Labor Day	Christmas Day
Columbus Day	New Years Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	Patriots Day
Day after Thanksgiving	Good Friday
	Memorial Day

ARTICLE IX
Health Insurance

Section 1

The Board shall provide health insurance coverage through the Blue Cross/Blue Shield, Orleans/Niagara BOCES Health Consortium Plan for either individual, two person or family coverage, as applicable, for each full-time employee desiring to be covered at the following contribution rate:

2001-2002 Board contribution rate	89%
2002-2003 Board contribution rate	88%
2003-2004 Board contribution rate	87%
2004-2005 Board contribution rate	87%

Section 2

A part-time employee earning at least two thousand dollars per year may reimburse the District the full cost of the coverage, with payment in advance, in order to secure such coverage as full-time employees.

Section 3

The coverage shall include each full calendar year beginning on the anniversary date of the policy.

Section 4

Single employees shall be covered by individual group policies (Blue Cross/Blue Shield, Orleans-Niagara BOCES plan), and married employees shall be covered by family group policies.

Section 5

The health insurance shall include a prescription drug plan with a co-pay of \$3.00 generic, and \$7 brand name.

Section 6

Single employees shall be covered by individual group policy. Married employees shall be covered by family group policy.

Section 7

The employer and union agree that any change in the Health Insurance plan set forth in Section 4 and Section 5 of this Article IX may only occur if the membership of the Union and the Board of Education mutually agree to change the aforementioned plan. If a change in the plan occurs, the parties to this contract agree that the new plan shall, in all its provisions provide equal or better coverage than the coverage provided in Section 4 and Section 5 of this Article IX.

Section 8

The Board shall pay the full cost of single, two person or family coverage dental plan.

Section 9

Effective July 1, 2001, the Board shall provide \$200 towards an IRS 105 Plan that may be used for any health related medical expense. Unused amounts will not be carried from year to year.

Section 10

A stipend of \$1500 is offered to each employee that on or before July 1 of each school year of this contract does not elect to enroll in the health insurance offered by the District.

Section 11

The District shall contribute an amount equal to the employer share for the traditional Health Plan, towards the premium for a Point of Service Health Insurance/Prescription Plan through the O/N Health Consortium. The employee share for the 2001-2002 school year would be \$0 dollars. This option is available to the employee in lieu of the traditional Health and Prescription Plan.

ARTICLE X
Retirement

Section 1

The District shall assume the mandated share of the plan of the Employees' Retirement System of New York State (Section 75-i).

Section 2

Effective July 1, 1998 the Board shall pay 90% of the cost of the basic Health Insurance for employees retiring after July 1, 1998 and prior to June 30, 2001 with a minimum of ten (10) years of service to the District at the rate of one year of coverage in effect at the time of retirement (single/two person/family) for each twenty (20) days of accumulated sick time for a maximum of ten year's coverage. (continued)

Section 2 (continued)

Effective July 1, 2001, an employee with a minimum of ten (10) years of service to the District shall receive a contribution by the Board for health insurance (single/two person/family) plan at retirement, at the rate in effect on the date the employee retires from the district. That rate shall continue for a maximum of ten (10) years for each twenty (20) days of accumulated sick time.

Section 3

Retirees will be provided the prescription plan and/or dental plan at cost. Premiums must be paid in advance for the entire fiscal year.

Section 4

The Board shall continue to pay 100% of the medical coverage for any person currently retired, or retiring by June 30, 1998.

ARTICLE XI
Other

Section 1

All mileage will be paid at maximum allowable rate established by Internal Revenue Service.

Section 2

The Board of Education may reimburse an employee for tuition paid after the successful completion of employer initiated course work or certification programs and submission of proof of payment of the program. Prior written approval must be obtained from the employee's immediate supervisor and the Superintendent of Schools. Courses and certification will only be considered for approval if they are directly related to the employee's job and requested by the district.

Section 3

For employee initiated tuition reimbursement requests, prior written approval from the immediate supervisor and Superintendent of Schools must be obtained. Upon successful completion of the course work and submission of proof of payment, the employee will be reimbursed the tuition amount. In the event that the employee terminates employment with the district prior to completing 24 months of continuous service following course completion, the employee will repay the tuition cost to the district.

Section 4

2001-02 Salary Increase 2% of base plus \$720
2002-03 Salary Increase 2% of base plus \$720
2003-04 Salary Increase 2% of base plus \$750
2004-05 Salary Increase 2% of base plus \$750

Section 5


A one-time yearly performance evaluation stipend of \$500.00 will be available to each member of the group. The awarding of the stipend will be made in June of 2002, 2003, 2004 and 2005. The award will be based on each employee's yearly evaluation as completed by their supervisor and reviewed by the Superintendent.

ARTICLE XII
Duration of Agreement

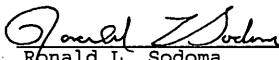
All provisions of this agreement shall become effective on July 1, 2001, and shall remain in effect until June 30, 2005. This agreement shall continue until superseded by the adoption of a new or revised agreement which has been accepted by the Association and the Board.

The modifications contained in this memorandum are tentative until they are ratified by the constituent body of each party and once ratified, this memorandum and each provision thereof shall become binding on each party.

IN WITNESS WHEREOF the representatives of each party set their hand this 3rd day of April, 2001.



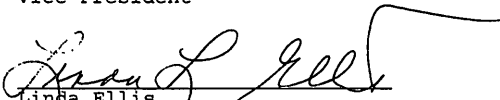
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Ronald L. Sodoma,
Superintendent of Schools



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