CONTRACTUAL AGREEMENT

The Superintendent of Schools
Hornell City School District

and

The Hornell Paraprofessional Association
Hornell, New York

July 1, 2008 - June 30, 2010

RECEIVED
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The Hornell City School District is in compliance with the U.S. Civil Rights Act of 1964, Title IX, and Section 504. The District provides equal opportunity and does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap.
ARTICLE 1 - PREAMBLE

§ 1.1 Preamble. Recognizing that providing a high quality education for the children of Hornell is the paramount aim of this School District, and that good morale in the non-teaching staff is necessary for the best education of the children, We Do Hereby Declare That:

(a) The District has a statutory obligation pursuant to the Public Employment Fair Employee Act to negotiate with the Hornell Paraprofessional Association as the representative of its non-teaching personnel with respect to hours, wages, and terms and conditions of employment.

(b) The parties have reached certain understandings which they desire to confirm in this Agreement.

ARTICLE 2 - DURATION

§ 2.1 Term of agreement.

(a) This Agreement shall be in continuing effect unless notice is given in the manner provided under §2.2 of this Agreement of a desire to make changes in its provisions.

(b) The provisions of each Article and Section attached hereto shall be effective on July 1, 2008 and shall continue in full force and effect until June 30, 2010, unless different dates are provided for in the Article or Section itself.

§ 2.2 Negotiations for successor agreement.

(a) If either party desires to negotiate a successor Agreement, it shall give written notification to the other party to such effect. The other party will respond within two (2) weeks for the purpose of establishing a mutually acceptable meeting date for the first negotiations session. At the first negotiation session, the parties will mutually exchange proposed modifications to the existing Agreement. After the first session, no new proposals may be introduced by either party without mutual consent.

(b) Agendas will be mutually agreed to. At each meeting, all items agreed upon at that meeting shall be written in the form acceptable to both parties and initialed and dated by the spokesmen for each team as a record of tentative agreements.

§ 2.3 Principles. The Hornell Paraprofessional Association and Superintendent agree to mutual exchange of information pertinent to negotiations.

ARTICLE 3 - DUES DEDUCTION

§ 3.1 Dues Deduction.

(a) The Superintendent agrees to deduct from the salary of the employees dues for the Hornell Educators Association as said employees individually and voluntarily authorize the Superintendent to deduct and transmit the monies to the Hornell Paraprofessional Association. Employee authorization forms are to be provided by the Hornell Paraprofessional Association. Employee authorization will be in writing on the form set forth on the following page:
PAYROLL DEDUCTION AUTHORIZATION

SOCIAL SECURITY NUMBER

LAST NAME _______________ FIRST _______________ M: _______________

DISTRICT NAME _______________

ASSOCIATION _______________

TO THE BOARD OF EDUCATION:

I hereby authorize you, according to arrangements agreed upon with the above Association; to deduct from my salary and transmit to said Association dues as certified by said Association. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authorization shall remain in full force and effect for all purposes which I am employed in this school system, or until revoked by me in writing and submitted to the Superintendent of Schools.

(b) The deductions referred to in Section A above will be in equal installments.

(c) No later than June 30th, the Association will submit a payroll deduction list that will include:

1. Those employees who are currently enrolled for payroll deduction.

2. Any additional employees who wish to be placed on payroll deduction as of September. (A payroll deduction authorization card shall be filed for each of these employees.)

(d) Additional authorization will be honored and deductions made for the balance of the year beginning with the earliest possible payroll after submission of a payroll deduction card.

(e) The Board of Education is to issue a monthly check to the Hornell Paraprofessional Association for the dues collected and transmit said check to the President of the Association.

§ 3.2 Agency Fee.

(a) Membership in the Association shall at all times be open to all eligible members of the HPA unit regardless of race, creed, sex, marital status, color, political affiliation, or national origin.

(b) Membership in the Association shall not be, or made, a condition of employment or a preference in employment nor a condition of, or a preference in, the continuation of employment of any person.

(c) It is recognized that the proper negotiation and administration of collective negotiation agreements on behalf of public employees entails expense to the Association as the exclusive representative of the employees in the bargaining unit and that said expense should be shared by all employees in the unit benefiting from such agreements.
(d) To provide for the fair and equal distribution of the financial burden of negotiating for the members of the teachers' unit and administering the agreement necessary therewith, it is agreed that any employee in the bargaining unit who chooses not to join the Association shall have deductions made from his/her salary in an amount equivalent to the dues levied by the Association. Said monies shall be deducted in equal amounts from each pay and shall be transmitted promptly to the Association.

ARTICLE 4 - WORKING CONDITIONS

§ 4.1 Length of workday/year.

(a) All ten-month employees will work the same number of days as a teacher. In the event it is necessary to make up a snow day or other emergency day, the ten-month employees will be expected to work and not receive additional reimbursement.

(b) All eleven and twelve-month employees will work 7-1/2 hours when school is in session and 7 hours per day when school is not in session.

(c) All employees who work past the time of normal dismissal for students may leave fifteen (15) minutes early on Friday and any day preceding a holiday.

(d) Each employee assigned to work five (5) or more hours per day will be entitled to a total of thirty (30) minutes duty-free break time per day. A part-time employee (3 to 5 hours per day) will be entitled to one (1) fifteen (15) minute duty-free break. In establishing the specific time(s) for each employee's break(s), the following will apply:

   (1) Prior to the start of the work year, the time(s) for the break(s) will be mutually agreed upon between the employee and his immediate supervisor.

   (2) Each employee will be provided with a copy of the scheduled break time(s).

§ 4.2 Job descriptions. Civil Service job descriptions will prevail.

§ 4.3 Snow or emergency days. When school is closed as a result of inclement weather or other emergency, unit members will not be required to work.

§ 4.4 Teacher aide training

The District will provide at least one-half (1/2) day of training and orientation for teacher aides before each school year. Compensation for this time will be at the District’s discretion in accordance with §4.5. When a teacher aide has been reassigned, the District will provide at least one-half day of training and orientation for the teacher aide. This training time may be provided when appropriate, during the work year during the regular workday or during the summer recess period.

§ 4.5 Summer workdays. With administrative approval, ten (10) and eleven (11) month bargaining unit members may work up to two (2) days during the summer preceding each school year in lieu of working designated Superintendent’s conference days or staff development days. This provision cannot be applied to the opening day of the school year, nor is it available to twelve (12) month bargaining unit members. The District will make a reasonable effort to notify newly hired ten (10) month employees of this provision at the time of appointment.
§ 4.6 Tentative Notice of Assignment. Each teacher aide will receive a tentative notice of assignment by August 15th, however this is a tentative notice of assignment. Student populations change daily during the late summer and early fall which may mean that a unit employee’s assignment may change even during the school year.

ARTICLE 5 - SALARY AND ADDITIONAL COMPENSATION

§ 5.1 Salary.

(a) 2008-09 Salary. Bargaining unit members who worked more than one (1) semester and who return to their positions for the 2008-09 school year are to receive an increase of 4% over their 2007-08 hourly rate of pay or salary, whichever applies.

(b) 2009-10 Salary. Bargaining unit members who worked more than one (1) semester and who return to their positions for the 2009-10 school year are to receive an increase of 4 over their 2008-09 hourly rate or salary, whichever applies.

(c) Starting Salaries. Starting salaries for the duration of this contract are listed below:

<table>
<thead>
<tr>
<th>Teacher Aide</th>
<th>Library Aide</th>
<th>A-V Aide</th>
<th>Clerk</th>
<th>MC Oper. Typist</th>
<th>Acct Clerk</th>
<th>Sr. Typist</th>
<th>Stenographer</th>
<th>Sr. Acct Clk</th>
<th>Sr. Steno</th>
<th>COTA</th>
<th>H.O. Aide</th>
<th>LPN</th>
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§ 5.2 Longevity.

(a) Each eligible employee will receive, in addition to the salary specified in the salary schedules, an hourly longevity increase as follows:

(1) Commencing with the employee's eleventh (11th) year of service with the District a two (2%) increase; and,
(2) Commencing with the employee's sixteenth (16th) year of service with the District an additional two percent (2%) increase.
(3) Commencing with the employee's twentieth (20th) year of service with the District an additional two percent (2%) increase.
(4) Commencing with the employee's twenty-fifth (25th) year of service with the District an additional two percent (2%) increase.

§ 5.3 Chaperoning. An employee who volunteers to serve as a chaperone will be reimbursed at the same rate as members of the Hornell Educators' Association for extracurricular activities, overnight events and/or ski club trips.

§ 5.4 IRC Section 125. The District will provide a qualified IRC Section 125 account subject to the following:

(a) The plan document will be incorporated herein by reference.
(b) Participation in the account will be voluntary.

(c) The administrative costs will be borne by the District.

(d) Employees will be provided with an enrollment form for each year in a timely manner to ensure participation.

(e) Effective October 1, 1997, the plan will be modified to reflect a maximum annual three thousand five hundred dollar ($3,500) salary deferral for unreimbursed medical expenses.

(f) The District will make a contribution of one hundred fifty dollars ($150) to the unreimbursed medical portion of the IRC 125 plan of each employee who has health insurance coverage. This District contribution will be made annually on the first plan day of the IRC 125 plan year.

§ 5.5 Annualizing salaries. Although the work year for 10-month employees will be reduced effective July 1, 1995, consistent with the teachers' work year, the number of days used to annualize each employee's salary will not be reduced.

§ 5.6 Salary as a substitute teacher. Whenever an aide voluntarily agrees to act as the substitute for a teacher who is absent, the terms of such service will be in accordance with the Hornell Substitute Teachers Association's agreement.

§ 5.7 Overtime. An employee who is required to work beyond his regular workday/work week to complete the requirements of his assigned work will be paid time and one-half for any hours that exceed forty (40) hours in that work week.

ARTICLE 6 - INSERVICE COURSE

§ 6.1 Inservice and additional work. An employee who participates in an inservice course offered by the District, or an employee who voluntarily serves on a committee, etc., will be compensated at a rate of sixteen dollars ($16) per hour. In order to receive compensation for any such additional work, the employee must have prior approval from the Superintendent or his designee.

ARTICLE 7 - SENIORITY AND LAYOFFS

§ 7.1 Seniority defined. For the purpose of this article, seniority shall be defined as the length of continuous service with the district within the latest job classification held by the employee. An employee who is on an unpaid leave for a period up to and including one (1) year will continue to accrue seniority. An absence beyond one year while on an unpaid leave will not accrue seniority.

§ 7.2 Layoff - reduction in hours worked. If the district finds it necessary to reduce the work force, the following shall apply.

(a) The district will act to eliminate the position(s) or to reduce the hours worked in a specific job classification. In the case of a reduction in hours, the position(s) being reduced will be identified.

(b) Layoffs or reductions in hours worked within the job classification shall be determined on the basis of seniority with the least senior employee being the first affected.
§ 7.3 Recall rights.

(a) An employee who is laid off shall be placed on a preferred eligible list for recall rights for a period of four (4) years. Employees on the preferred eligible list shall be offered vacant positions within their job classification as such vacancies occur in the reverse order of layoff.

(b) If the District restores hours formerly reduced, the additional hours shall be restored to those employees whose hours were cut on the basis of seniority.

§ 7.4 Right of refusal.

(a) An employee whose hours were reduced may only refuse once to accept additional hours within his job title. Thereafter, he will be deemed to have waived his seniority rights to a restoration of hours.

(b) An employee who has been laid off will not have his position on the preferred eligible list impacted by refusing a recall.

ARTICLE 8 - PERSONNEL FILE

§ 8.1 Access to file. Each employee has the right to see his/her own file except prehire information and material confidential at its source during normal working hours under supervision in the office of the Superintendent (or designee).

§ 8.2 Derogatory material. No derogatory material will be placed in the employee's personnel file unless it has been signed and dated by the employee and the employee furnished a copy. If a rebuttal is submitted, the supervisor involved will be furnished a copy. Employees must sign the document as an indication that they have seen it. Signature does not indicate approval or disapproval.

ARTICLE 9 - EMPLOYEE EVALUATION

§ 9.1 Procedure.

(a) Evaluation of the work performance of the employee will be conducted by the immediate supervisor and appropriate administrator.

(b) After the evaluation form is completed by the administrator and/or immediate supervisor, a conference with the employee will be held within ten (10) workdays, at which time both the employee and the administrator and/or immediate supervisor are present. At this conference, the evaluator will discuss the evaluation with the employee. The employee will have the opportunity to respond in writing to the written comments of the evaluator. The employee will sign any written summary evaluative statement, which is to be entered into the employee personnel file as an acknowledgement that the employee has read the statement. A copy of these statements will be given to the employee.

(c) Evaluation will be conducted before permanent employment. After permanent employment, an evaluation will be conducted once a year.
(d) Whenever an employee receives a permanent appointment, he/she shall be notified in writing.

ARTICLE 10 - HEALTH INSURANCE

§10.1 Health insurance coverage.

(a) All employees working twenty (20) or more hours per week or who earn $2,000 (or more) per year are eligible to participate in the health insurance program. The current health insurance carrier is the Steuben Area School Employees' Benefit Plan. The parties hereby agree that the Steuben Area School Employees' Plan is the equivalent of the GHI Plan, with no loss of benefits, and has been in effect since 2/1/07.

(b) The District will pay 87% of the cost of the individual premium and for the cost of the dependent coverage for employees who select either individual or family coverage.

§10.2 Dental insurance coverage.

(a) Effective within a reasonable time after ratification and approval of the successor collective bargaining agreement to replace the 2005-08 agreement, the dental plan for HPA unit employees will be the Guardian “Value” Plan; and that the parties agree that the Guardian Plan is the equivalent of the dental plan known as the GHI Spectrum R or GHI Preferred Plan.

(b) The district will contribute annually 90% of the premium for either the family or the individual plan as selected by the bargaining unit member.

(c) Effective as soon as possible the dental plan will be changed to Guardian “Value” Plan including any prosthetic and orthodontic benefits. For the life of this Agreement, any increases in premium cost above the rate in effect at the time of the change is made will be the responsibility of the District.

§10.3 Payment in lieu of insurance. If an employee is eligible for health insurance coverage, but elects not to participate in either the dental or health plan, he/she will receive an annual stipend of $1,000 in lieu of insurance. If the employee elects to participate in either plan in any school year during which he/she is receiving the stipend, the employee's pay shall be adjusted on a prorated basis to enable the District to recover the amount of the stipend covering the months when the employee has insurance. The stipend will be paid by voucher check at the end of the school year.

§10.4 Insurance committee. In recognition of the importance of the need for both the District and the Association to cooperatively make every effort to mitigate the escalating cost of health care, the parties agree to establish an insurance committee. The committee will operate under the following guidelines.

(a) Two (2) members of the committee will be appointed by the Superintendent, one (1) will be appointed by the Association, one (1) will be appointed by the administrator's bargaining unit, and one (1) by the Board of Education. HENTA will be entitled to appoint one (1) member and the HEA will be entitled to appoint three (3) members to the committee.
(b) The committee will meet as needed provided, however, that there will be at least five (5) meetings per year. The meetings will be held during the workday with release time provided for bargaining unit members.

(c) The committee's charge will include, but not be limited to, an investigation of the following concepts: cost containment, participant education, alternative plans, and wellness concepts.

(e) The committee's recommendations will be submitted to the District and the Association(s) for their approval.

§10.5 Change in insurance carrier/prescription co-pay.

(a) The Association agrees that the District may change the health insurance carrier to another provider, including a self-funded consortium or Welfare Trust Plan, subject to the following conditions.

(1) The Association will receive at least a three (3) month advance notification of the District's intent to change providers.

(2) At least two (2) months prior to a change, the Association will be provided with a copy of the proposed new carrier's plan document together with any other pertinent information describing all aspects of the plan.

(3) There will be no loss of benefits or enrollment eligibility for an employee or retired employee as a result of a change in health insurance plans. The District will assume the full responsibility for any such loss.

(4) An employee or the Association alleging a loss of benefit(s) or enrollment eligibility under the new plan will seek relief in accordance with Article 25 - Grievance Procedure of this Agreement.

If the employee or the Association is unable to resolve the issue with the District within thirty (30) workdays of the filing of the grievance, the Association may submit the issue to arbitration. For issues concerning loss of benefits or enrollment eligibility under the new plan, an arbitrator will be selected from the permanent panel.

The parties will mutually agree on a list of arbitrators, which will be incorporated by reference. If the parties are unable to agree on the list, the parties will request a list of seven (7) names from the American Arbitration Association. The arbitrator will be selected by using the alternative striking process as described herein.

The Association will notify the arbitrator at the top of the permanent panel rotating list of the need for a hearing by filing a demand for arbitration upon the District with a copy to the designated arbitrator. Once an arbitrator hears a case, his/her name goes to the bottom of the permanent panel rotating list. This process continues each time there is an arbitration. If an arbitrator(s) resigns from the permanent panel rotating list and the parties cannot agree on a replacement(s), the Association may ask the American Arbitration Association for a list of nine (9) names. The Association and the District will meet for the purpose of selecting a replacement(s) using an alternative striking process. When the Association and the District meeting, there will be a
coin toss. The winner of the coin toss decides whether they will go first or second in the process of crossing off names from the list of arbitrators provided by the American Arbitration Association. The Association and the District will alternately cross off names until only one name remains. This name will be added to the permanent panel rotating list. If there needs to be more than one replacement, the process of striking resumes using the remaining eight (8) names following the same procedure.

For the purposes of this article only, the time limits set forth in §25.1(c) for the filing of a grievance are waived. Except as herein specified for the selection of an arbitrator, the parties agree to abide by the rules of the American Arbitration Association.

(5) Notwithstanding any provisions contained herein to the contrary, the District may not change to the following plans without the explicit, prior, written agreement of the Association.
- A self-funded or Welfare Trust Plan that only includes District employees.
- A plan that requires participation in an HMO, PPO or other managed care plan.

(6) The above does not preclude the parties from reopening negotiations if there are differences between the existing policy(s) and the proposed policy(s).

§10.6 Co-payment for prescription drugs. The employee co-payment for prescription drugs, including maintenance drugs will be set forth in the Plan. The co-payment for office visits will be that as set forth in the Plan.

§10.7 Sick leave at retirement. At the time of retirement, total accumulated sick leave will be valued at 100% of the current salary. This pool of money will be used to pay the cost of health insurance premiums in excess of 50% of the premium contribution for individual premium costs and 35% of the premium contribution for dependent costs. The 50% and the 35%, respectively, shall be paid by the District. At the employee's option, the value of the sick leave may be received as a payment rather than to defer the monies to pay for health insurance premiums.

(a) For purposes of this computation only, the sick leave accumulation referred to in §11.1(b) will not apply.

(b) The pool of money generated need not be used when the employee first retires but, instead, at the employee's option, be deferred to a later date. In the event that the employee predeceases his spouse, any remaining funds will be used to pay the spouse's premium.

ARTICLE 11 • SICK LEAVE

§11.1 Sick leave days

(a) All ten (10) month employees will receive a combined 13 days of personal and family sick leave each year. All eleven (11) and twelve (12) month employees will receive a combined fourteen (14) days of personal and family sick leave each year.

(b) Sick leave days will be accumulative to a total of 180 days. Upon accumulation of 180 days, the person will be credited with thirteen (13) additional days (10 month employees) or fourteen (14) additional days (11 and 12-month employees); however, no more than 180 days may be accumulated at the end of any given school year.
Special request may be filed for allowance of absences for other emergency reasons such as appearance in court, severe storm, and other causes beyond the control of the employee. When allowed, such leave shall be deducted from the employee's accumulated total.

A doctor's certificate for sick leave must be submitted at the request of the Superintendent or designee. Such certificates are to be filed with the Superintendent forty-eight (48) hours after the request.

Family sick leave is considered as illness or death in the immediate family. "Immediate family" shall consist of husband, wife, father, mother, legal guardian, brother, sister, corresponding in-laws, uncle, aunt, nephew, niece, first cousin, grandparents, children, grandchildren, and a more distant relative if the same is residing in the employee's home at the time of illness or death.

ARTICLE 12 - SICK LEAVE BANK

§12.1 Bank established. In an effort to reduce the hardship experienced by the employee's personal illness and/or accident, the District and the Association agree to establish a system-wide sick leave bank subject to the following terms, conditions, and procedures.

§12.2 Membership required; bank maximum; donation.

(a) Membership in the Sick Leave Bank is mandatory for all bargaining unit members.

(b) Newly hired employees will have one (1) day subtracted from their sick leave entitlement and added to the sick leave bank when first hired.

(c) When the sick leave bank is depleted to a level of 700 hours, the sick leave bank committee will require the donation of an additional day from each employee. Members who do not have any accumulated sick leave days to take will owe that day from their newly credited sick leave days on July 1st.

§12.3 Borrowing.

(a) No employee will be eligible to receive days from the sick leave bank until he has exhausted all of his current accumulated sick leave, personal and vacation days.

(b) An employee wishing to receive days from the sick leave bank must submit a written request to any member of the sick leave bank committee.

(c) At its discretion, the sick leave bank committee may require that acceptable medical evidence be provided by the employee at appropriate intervals during the employee's absence.

(d) The maximum number of days that an employee may receive from the sick leave bank during their employment with the district will be one (1) year. For purposes of this provision only, a year will mean the number of workdays used to annualize their salary.

(e) A bargaining unit member's sick leave bank balance must be ten (10) days or less before they can borrow additional days.
§12.4 Repayment.

(a) The rate of pay back will be one-half (.5) of the employee's sick leave entitlement for that year until paid in full. Also, any unused vacation time at the end of the year that the employee wants to give back.

(b) An employee who owes days to the sick leave bank at the time of their death or upon receiving a disability retirement will not be required to pay back the borrowed days.

(c) If an indebted member should leave the district he will repay an amount equal to each day as paid by the District for his per diem salary at the time the leave was borrowed. This payment will be deducted from their last paycheck or by cash payment. This will affect the member's retirement benefit as it decreases the salary reported to the retirement system. Any days pertaining to this article will be reinstated in the Sick Leave Bank at the time of payment.

§12.5 Committee. A committee shall be established to review and approve requests for use of the bank. This committee shall consist of the Superintendent or his designee, the President of the Association or his designee, and one other member of the Association to be appointed by the President. Requests may be submitted to any member of this committee for approval.

ARTICLE 13 - PERSONAL LEAVE

§13.1 Personal Leave. Two days of personal leave will be granted employees each year with no salary deduction and with no reason being given except that no personal leave will be granted on days preceding or following a long weekend, holiday, or vacation period. Additionally, no personal leave will be granted in conjunction with other absences to extend a holiday or vacation. The personal leave days may be accumulated and used as accumulated sick leave. A third personal day, if needed, may be taken. The third personal day, if taken, will be deducted from sick leave provided §11.1 above.

§13.2 Payment for unused personal leave.

(a) Employees who use fewer than a total of four (4) days of personal and sick leave in any given work year will be entitled to have two (2) days of unused personal leave purchased by the District (if the employee has any unused personal leave days remaining.)

(b) Employees who use fewer than a total of six (6) days of sick and personal leave days in any given work year will be entitled to have one (1) day of unused personal leave purchased by the District (if the employee has a personal leave day remaining.)

(c) Payment for unused personal leave will be made in the month of July.

§13.3 Leave without pay. Additional leave without pay may be granted at the discretion of the Superintendent.

ARTICLE 14 – BEREAVEMENT LEAVE

§14.1 Bereavement Leave. Up to three (3) days of bereavement leave will be granted to bargaining unit members in the event of the death of a member's spouse, mother, father, grandmother, grandfather, legal guardian, child, grandchild, sister, brother, sister-in-law, brother-in-law, mother-in-law,
father-in-law, and relative residing with the employee at the time of death. These days shall not be deducted from the member's accumulated sick leave. The employee may request additional bereavement time if out of state travel is required for non-consecutive days. The request must be approved, in writing, by the Director of Human Resources.

ARTICLE 15 - PARENTHOOD LEAVE

§15.1 Eligibility. Any member of the bargaining unit shall be eligible for maternity or paternity leave without pay.

§15.2 Duration. Such leave will be granted for a period of not more than two years per pregnancy. Upon return from such leave, the employee shall be restored to the same or equivalent position she held at the time the leave was granted.

§15.3 Adoption. In the event that an employee initiates adoption proceedings, such employee will notify the district of his/her intent to request adoption leave.

(a) The parent shall be granted leave up to two (2) full years without pay.

(b) When an adopting employee is on such leave, the employee will notify the district of his/her intentions to return to work at least sixty (60) days prior to the expiration of the leave.

(c) Upon return from such leave, the employee shall be restored to the same or equivalent position he/she held at the time the leave was granted.

ARTICLE 16 - HEALTH LEAVE

§16.1 Purpose; length of leave. An employee who has been employed by the district for two years or more, and who, for reasons of health, is advised by his/her physician to take a period of rest, may be granted up to two years leave without pay for such rest. Upon return from such leave, the employee will be restored to the same or equivalent position he/she held at the time the leave was granted. A physician's statement will be required both at the commencement and close of such leave and may be required periodically during the leave.

ARTICLE 17 - EXTENDED LEAVE

§17.1 Purpose; length of leave. An employee who has been employed by the district for two years or more may, upon recommendation by the Superintendent and approval by the Board, be granted up to one (1) year leave without pay for personal reasons. This leave may be extended at the discretion of the Superintendent and the Board.

§17.2 Return from leave. Upon return to the school system, the employee will be placed in a position comparable to the one he/she held prior to their leave.

§17.3 Exception. Leave time will not be granted during the regular school year either with or without pay when the primary purpose is to take a vacation, extend a vacation period or otherwise leave one's position when not requested or required to do so by support of proper medical evidence.
ARTICLE 18 - ASSOCIATION PRIVILEGES

§18.1 Leave day. The HPA shall be entitled to five (5) days without loss of pay to conduct HPA business. The HPA president shall be responsible for requesting said days for specific members. All such requests shall be submitted at least forty-eight hours in advance except in an emergency. If a replacement is hired for the missing employee(s), the HPA will reimburse the district for the salary of the replacement.

ARTICLE 19 - WORKSHOPS

§19.1 Attendance at workshops. Each employee may be provided one (1) or more days per year with pay for the purpose of attending a workshop or other session pertinent to his/her professional responsibility. Arrangements for time off must be made with the immediate supervisor prior to the date of such workshop.

ARTICLE 20 - COURT DUTY

§20.1 Paid leave; compensation. Employees subpoenaed as witnesses or jurors will be paid the difference between the fees received as such witnesses or jurors and the salary they would have received during such period served as such witnesses or jurors. Such absence will be non-deductible from sick or personal leave.

ARTICLE 21 - VACATIONS

§21.1 Eligibility; vacation schedule. Twelve-month employees are eligible for vacation based on the following schedule:

Upon completion of:
- 1 year 2 weeks and 2 days (total 12 days)
- 6 years 2 weeks and 3 days (total 13 days)
- 7 years 2 weeks and 4 days (total 14 days)
- 8 years 3 weeks (total 15 days)
- 9 years 3 weeks and 1 day (total 16 days)
- 10 years 3 weeks and 2 days (total 17 days)
- 12 years 3 weeks and 3 days (total 18 days)
- 14 years 3 weeks and 4 days (total 19 days)
- 16 years 4 weeks (total 20 days)
- 18 years 4 weeks and 1 day (total 21 days)
- 20 years 4 weeks and 2 days (total 22 days)

§21.2 Requests for vacation. Oral requests for vacation time should be made to the employee's immediate supervisor. A cooperative effort will be made to coordinate vacation periods with the work requirement.

§21.3 Maximum accumulation. Effective July 1, 1998, no employee may accumulate more than thirty (30) days of vacation. If an employee requests the use of a vacation day(s) and the request is denied, any such day(s) will accumulate irrespective of the thirty (30) day maximum. An employee will not be paid for more than thirty (30) days of vacation when employment with the District is severed.
§21.4 Holidays.

(a) The following holidays will be granted to all twelve-month employees:

- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day and the following Friday
- Christmas Day

(b) If the holiday falls on a Saturday or Sunday, another day during the year will be selected at the discretion of the administration.

ARTICLE 22 - RETIREMENT PROGRAM

§22.1 Retirement plan. The District will provide the NYSERS plans Section 75i together with options 60-b (Guaranteed Minimum Death Benefit) and 41-j (Credit for Unused Sick Leave).

§22.2 Unused vacation at retirement. Any employee with accumulated, unused vacation at the time of retirement may elect to receive pay for the unused days instead of taking the vacation time. The District will report the payment of any unused vacation days' pay as salary for the last year worked.

§22.3 Tax-sheltered annuity. Unit members may participate in a tax sheltered annuity program. The District will administer this program. The program will comply with Internal Revenue Code Section 403(b) and the N.Y. Education Law §3109. Each vendor of a tax-sheltered program is subject to the approval of the District and each such selected vendor must satisfy all laws, and rules and regulations which apply to such tax-sheltered annuity companies.

It is understood that in approving a tax-sheltered annuity company vendor, the District is not in any way endorsing or guaranteeing that the investment will be a sound one. Accordingly, each unit member and the HPA shall hold the District harmless and relieve the District of any liability or claim that may result from the District's compliance with setting up tax-sheltered annuities for unit members.

ARTICLE 23 - VACANCIES

§23.1 Vacancy postings. Any job opening(s) in any work area and in all classifications will be posted in a conspicuous area in each department.

§23.2 Applying for a vacant position. An employee who wishes to apply for a vacant position will do so in writing in a timely manner.

§23.3 Seniority applied.

(a) If all other job qualifications are considered to be fairly equal, seniority will be the determining factor in filling the vacancy. The district may, at its option, include experience with the particular student population or the particular job requirements as a qualification.
(b) In the case of a position that would increase the number of hours worked by an employee who applies, the district reserves the right to first offer the increased hours to the incumbent in the position.

ARTICLE 24 - TRANSFERS AND/OR CHANGE IN ASSIGNMENT

§24.1 Consideration for transfer. Transfers and/or change in assignment to another position or class shall be based upon consideration of:

(a) A change in the entire nature of the job.

(b) Increased or decreased responsibilities.

(c) Quality of work performed.

(d) Any employee changing into a new category will be evaluated and reclassified by his/her superior.

(e) There will be no involuntary transfers within the bargaining unit. Effective July 1, 1999, this sentence will not apply to newly hired employees. A newly hired employee may only be involuntarily transferred to a position within the same job classification and with no change in hours.

ARTICLE 25 - NEGLIGENCE

§25.1 Negligence. Any lawsuits arising out of alleged negligence in pupil accident or property damage cases shall be handled pursuant to New York State Education Law and Commissioner of Education Rules and Regulations §3023.

ARTICLE 26 - GRIEVANCE PROCEDURES

§26.1 Time limits.

(a) The time limits specified in the grievance procedure will be considered maximum and every effort will be made to resolve the grievance as soon as possible.

(b) In the event a grievance is filed on or after the 1st of June which, if left unresolved until the beginning of the following school semester, could result in irreparable harm to the employee or group of employees concerned, the time limits set forth herein will be appropriately reduced by mutual agreement or may be continued over the summer with the grievant’s consent and the district’s consent.

(c) A grievance shall be deemed waived unless submitted within 30 workdays after the aggrieved party knew or should have known of the event or condition on which it is based.

§26.2 Terms.

(a) The term "supervisor" or "Superintendent" as used herein shall mean such person or any such person properly designated and appointed by such official to act in his stead.
(b) The term "grievance" shall mean any claim by any employee, group of employees, or the Association, based upon any event or condition affecting their welfare and/or terms and conditions of employment.

§26.3 Representation.

(a) This procedure will apply to all members of the bargaining unit.

(b) Any employee or group of employees having a grievance will have the right to have a member of the Association with him and/or represent him at all steps of the grievance procedure.

(c) In the case of an Association grievance, the personnel involved as grievants will be so identified.

(d) Nothing herein contained shall be construed to prevent any individual employee from presenting a written grievance and having the grievance adjusted, without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Contract. If such adjustment would affect the interpretation of the Contract, the person recommending the adjustment will inform the Association and will meet and discuss the matter with its representative prior to such adjustment.

(e) No individual employee or group of employees may be represented by an officer, agent, or member of another employee organization.

§26.4 Procedure; step 1. Days in all instances in this procedure shall mean workdays of the aggrieved employee(s).

(a) Before submission of a written grievance, the aggrieved party must attempt to resolve it informally either directly or through a representative, and in so doing shall give notice that a grievance is being raised.

(b) If the grievance is not settled to the satisfaction of the employee(s), the aggrieved shall write his grievance on the approved attached grievance form (Appendix G). The grievance shall be signed by the employee(s) and shall be submitted to the supervisor within five (5) workdays after the informal discussion with the supervisor.

(c) The supervisor shall process the grievance as follows:

(1) Immediately upon receipt of the grievance, the supervisor shall forward two copies to the Superintendent.

(2) The supervisor shall render his decision and rationale by letter to the aggrieved as soon as possible, but not later than five (5) workdays after his receipt of the grievance.

(d) The original copy of the grievance shall be returned to the grievant, together with the supervisor's letter of decision and rationale. Two copies of the supervisor's decision shall be retained by the supervisor, together with a written report concerning the facts and background of the grievance pending possible appeal of the grievance to the next step.
§26.5 Procedure; step 2.

(a) If the supervisor's decision does not settle the complaint or protest to the satisfaction of the employee(s), the aggrieved may appeal to the Superintendent within five (5) workdays from his receipt of the written decision by the supervisor.

(b) The employee shall write his appeal in the form of a letter addressed to the Superintendent.

(c) The Superintendent shall process the appeal as follows:

1. The Superintendent shall schedule a hearing at a mutually agreeable time and shall notify the concerned parties of the date of said hearing within five (5) workdays after receiving the letter of appeal. The hearing will be conducted by the Superintendent in not less than five (5) nor more than ten (10) workdays after the scheduling and notification process has been completed. The hearing shall provide the grievant or his representative with the opportunity to present witnesses, and to present briefs and other relevant testimony.

2. The Superintendent shall render his decision by letter to the aggrieved as soon as possible, but not later than five (5) workdays after the hearing.

3. Copies of the grievance and the decisions shall be given to the grievant and Chairperson of the Unit.

§26.6 Procedure; step 3.

(a) Within fifteen (15) workdays of the receipt of the recommendations of the Superintendent or after the answer is due, the aggrieved may file a demand for arbitration according to the rules and procedures of the American Arbitration Association.

(b) The decision of the arbitrator, made in accordance with the provisions of this Agreement, shall be accepted as final by the parties to the dispute and both agree to abide by such decision.

(c) No differences shall be arbitrable unless it comes within the scope of this Agreement. The authority of the arbitrators shall be limited to interpretation of the issue with respect to the definition of the grievance in §25.2(b).

(d) The decision of the arbitrator shall be final and binding on both parties to this Agreement.

(e) The arbitrator's decision will be in writing and will set forth their findings, reasonings, and conclusions on the issues submitted.

(f) Any expenses incurred by use of arbitration will be borne equally by the Unit and the Board. The individual with an alleged grievance and one representative shall suffer no loss in pay or leave.

§26.7 Time restraints.

(a) If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
(b) Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives, and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allocated had the decision been communicated by the final day.

§26.8 No reprisals. There shall be no reprisals of any kind by supervisors taken against any party in interest or his school representative, any member of any committee concerned with grievances, or any other participant in the procedure set forth herein by reason of such participation.

§26.9 Confidentiality.

(a) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

(b) During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.


ARTICLE 27 - OUT OF TITLE WORK

§27.1 Compensation. In the event employees are requested by their supervisor to substitute for a job in a higher classification, the salary they receive shall be the higher rate of pay for the total amount of time worked in the higher classification. Out of title compensation is not paid for one unit employee who substitutes and covers for another employee for a lunch period or regular break in the work schedule.

ARTICLE 28 - RETIREMENT INCENTIVE

§28.1 Payment. Any member of the bargaining unit who retires and who meets the eligibility requirements specified in this Article shall be paid a lump sum payment. The amount of payment shall be calculated as follows: 85% of the starting wage for the employee's job classification per hour times the number of annual hours actually worked by the retiring unit employee. The retirement incentive payment shall be paid on or before December 31 of the calendar year in which the employee retires.

§28.2 Accumulated unused sick leave. In addition to the retirement incentive as noted above, each eligible retiree will receive a payment for accumulated unused sick leave as follows: $25 x total unused sick leave days.

§28.3 Eligibility. In order to be eligible for this benefit, a bargaining unit member must:

(a) Be employed a minimum of ten (10) years with the school district. (Board of Education approved leaves do not interrupt consecutive service.)

(b) Be employed by the District prior to December 31, 2008.
(c) Retire the year he/she becomes eligible under the regulations of the New York State Employees Retirement System. The term "first eligible" will mean the year in which the employee is entitled to collect his retirement benefit without a reduction in his benefit calculation. An employee who is otherwise eligible to collect a NYSERS pension benefit may, however, elect to retire prior to the "first eligible" date.

(d) Submit a written notice of intent to retire to the Superintendent of the intended retirement date at least sixty (60) days in advance of the effective date of retirement.

§28.4 Deferring receipt of payment. At the employee's option, he may elect to defer receipt of any portion of the retirement incentive with such deferred funds to be added to the pool of funds available (10.7) to pay for the health insurance after retirement.

ARTICLE 29 - EDUCATION BENEFIT

§29.1 Reimbursement. The district shall reimburse employees for approved college courses (or approved other courses) which will enhance the employee's on-the-job performance. A minimum grade of "C" is required for such college course reimbursement. Reimbursement for such courses will be paid upon receipt of notification of successful completion of the course. Reimbursement will be at the following rate: Actual cost of each credit hour not to exceed $118.

§29.2 Procedure. Courses must be approved by the Superintendent of Schools or designee. Requests for course approval must be submitted 14 calendar days prior to the beginning of the course.

ARTICLE 30 - FAMILY AND MEDICAL LEAVE ACT

§30.1 Eligibility. All members of the bargaining unit will be deemed to be eligible for the benefits under the Family and Medical Leave Act after having been employed for one (1) year.

§30.2 Year defined. For purposes of the Family and Medical Leave Act, a year will be defined as a school year (July 1 through June 30).

§30.3 Insurance coverage. An employee on an unpaid, medical leave is entitled to receive twelve (12) weeks of health and dental insurance coverage subject to the following conditions.

(a) The employee must have been enrolled in the health and/or dental plan prior to the inception of the leave.

(b) The District will be responsible for paying the premium at the same rate that it pays for active employees.

(c) The commencement and termination of the twelve (12) week period of coverage will be determined by the employee.
ARTICLE 31 - REIMBURSEMENT FOR LOSS OF PERSONAL PROPERTY

§31.1 Reimbursement. The District will reimburse employees for the present value cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his duties within the scope of his employment, when the employee has not been personally negligent with reference to the incident. The amount paid to the employee by the District will not exceed the difference between the present value and any amounts received by the employee from personal insurance or parental or student restitution.

ARTICLE 32 - GENERAL PROVISIONS

§32.1 Complete agreement. The parties agree that all negotiable items discussed during negotiations will not be reopened during the life of this Agreement unless specifically stated elsewhere. This Agreement constitutes the full and complete commitments of the parties and may be altered, changed, added to, deleted from, or modified only through voluntary mutual consent of the parties or according to the rules of PERB.

§32.2 Supremacy of agreement. This Agreement shall supersede any rules, regulations, or practices of the Superintendent, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Superintendent.

§32.3 Individual agreement. No individual arrangement, agreement, or contract between the District and any member of the unit shall be inconsistent with this Agreement.

§32.4 Severability. If any provision of this Agreement or any application of the Agreement to any member or group of members of the unit shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

§32.5 Copies. Copies of this Agreement shall be printed at the shared expense of the Superintendent and the Unit. Copies will be provided to all unit members now employed or hereafter employed by the Superintendent and made available for study by candidates.

ARTICLE 33 - TAYLOR LAW PROVISIONS

§33.1 Section 204-a. 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, THE PARTIES SET THEIR HANDS AND SEALS

THIS ___________ DAY OF ______________, 20______

President, Hornell Paraprofessional Association       Superintendent of Schools