This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see http://digitalcommons.ilr.cornell.edu/perbcontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: Ogdensburg City School District and Ogdensburg City School District Non-Teaching Unit, CSEA Local 1000, AFSCME, AFL-CIO (2006)

Employer Name: Ogdensburg City School District

Union: Ogdensburg City School District Non-Teaching Unit, CSEA, AFSCME, AFL-CIO

Local: 1000

Effective Date: 07/01/06

Expiration Date: 06/30/09

PERB ID Number: 5846

Unit Size:

Number of Pages: 60

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School - http://www.ilr.cornell.edu/
CONTRACTUAL AGREEMENT

BETWEEN

THE SUPERINTENDENT OF SCHOOLS

OF THE

OGDENSBURG CITY SCHOOL DISTRICT

AND THE

OGDENSBURG CITY SCHOOL DISTRICT
NON-TEACHING UNIT C.S.E.A., INC.

LOCAL 1000, AFSCME, AFL-CIO

FOR THE SCHOOL YEARS

7/1 2006-2009/30
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>DESCRIPTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>PREAMBLE</td>
<td>1</td>
</tr>
<tr>
<td>II</td>
<td>RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>III</td>
<td>COLLECTIVE BARGAINING UNIT</td>
<td>1</td>
</tr>
<tr>
<td>IV</td>
<td>DEDUCTION OF DUES</td>
<td>2</td>
</tr>
<tr>
<td>V</td>
<td>RETIREMENT</td>
<td>3</td>
</tr>
<tr>
<td>VI</td>
<td>HEALTH INSURANCE</td>
<td>4</td>
</tr>
<tr>
<td>VII</td>
<td>VACATIONS</td>
<td>7</td>
</tr>
<tr>
<td>VIII</td>
<td>PERSONAL LEAVE</td>
<td>9</td>
</tr>
<tr>
<td>IX</td>
<td>NON-DISCRIMINATION</td>
<td>10</td>
</tr>
<tr>
<td>X</td>
<td>SICK LEAVE</td>
<td>10</td>
</tr>
<tr>
<td>XI</td>
<td>BEREAVEMENT LEAVE</td>
<td>13</td>
</tr>
<tr>
<td>XII</td>
<td>OTHER LEAVES</td>
<td>14</td>
</tr>
<tr>
<td>XIII</td>
<td>HOLIDAYS</td>
<td>16</td>
</tr>
<tr>
<td>XIV</td>
<td>SENIORITY</td>
<td>17</td>
</tr>
<tr>
<td>XV</td>
<td>SALARY</td>
<td>20</td>
</tr>
<tr>
<td>XVI</td>
<td>OTHER AGREEMENTS AFFECTING EMPLOYEES</td>
<td>25</td>
</tr>
<tr>
<td>XVII</td>
<td>WORK DAY AND WORK WEEK</td>
<td>30</td>
</tr>
<tr>
<td>XVIII</td>
<td>GRIEVANCE PROCEDURE</td>
<td>31</td>
</tr>
<tr>
<td>XIX</td>
<td>DURATION OF AGREEMENT</td>
<td>32</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APPENDIX</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>APPROVED REASONS FOR PERSONAL LEAVE</td>
</tr>
<tr>
<td></td>
<td>APPLICATION FOR APPROVAL OF PERSONAL DAY</td>
</tr>
<tr>
<td>B</td>
<td>GRIEVANCE PROCEDURES OGDENSBURG CITY SCHOOL DISTRICT</td>
</tr>
<tr>
<td></td>
<td>NON-TEACHING UNIT</td>
</tr>
<tr>
<td>C</td>
<td>HEALTH INSURANCE PLAN WITHDRAWAL FORM</td>
</tr>
<tr>
<td>D</td>
<td>EXISTING DISTRICT PRACTICES WITH RESPECT TO</td>
</tr>
<tr>
<td></td>
<td>RETIREE HEALTH INSURANCE</td>
</tr>
</tbody>
</table>
ARTICLE I

PREAMBLE

The Public Employee Fair Employment Act and other provisions of the Civil Service Law and Local Laws of the Board of Education, City of Ogdensburg, which are consistent with said Act and the Civil Service Law, will govern the terms of the Agreement.

ARTICLE II

RECOGNITION

The Employer agrees that the Ogdensburg City School District Non-Teaching Unit, C.S.E.A., Inc., Local 1000, AFSCME, AFL-CIO shall be the sole and exclusive representative for all the employees described in Article III for the purpose of Collective Bargaining and Grievances.

ARTICLE III

COLLECTIVE BARGAINING UNIT

The Ogdensburg City School District Non-Teaching Unit, C.S.E.A., Inc. shall consist of all full-time and regular part-time^1 Secretaries, Clerks, Typists, Stenographers, Teacher Assistants, Teacher Aide/Typist, Receptionists, Computer Operator, Key Board Specialists, In-House Suspension Room Supervisor, Custodians, Maintenance Personnel, Laborers, Motor Vehicle Operators, Food Service Personnel, Facility Manager, and Teacher Aides, but not including the Supervisor for Buildings and Grounds, the Confidential Secretary of the Superintendent of Schools nor any Central Office Employees.

---

^1Regular part-time personnel are defined as those employees regularly scheduled for four (4) or more hours per day, twenty (20) hours per week.
ARTICLE IV

DEDUCTION OF DUES

The Civil Service Employees Association, Inc. (CSEA) shall have exclusive rights to payroll deduction of membership dues, premiums for all forms of CSEA sponsored insurances, and such other voluntary deductions as mutually agreed to by the CSEA and the District with this privilege accorded to no other employee organization.

CSEA, having been certified as the exclusive representative of employees within the bargaining unit covered by this Agreement, shall have agency shop fee deductions made from the wage or salary of employees in this bargaining unit who are not members of CSEA, in an amount equivalent to the membership dues levied by the CSEA. The District shall make a separate deduction for agency shop fees and shall distinguish such fees from membership dues on any transmittals from the District to the CSEA. Agency shop fee deductions will commence from the employee's first paycheck and continue until such time as CSEA notifies the District to commence membership dues deductions.

The District agrees to make a separate deduction for membership dues, agency fee deductions, and a single deduction for CSEA sponsored insurance plans on a payroll period basis. The District will provide an itemized alphabetical listing by bargaining unit showing:

1. Employee name;
2. Social Security number;
3. Dollar amount deducted for membership dues (if applicable);
4. Dollar amount deducted for agency fee (if applicable);
5. Annual salary.
At the close of each payroll period, the checks and listings shall be forwarded by the District to the Civil Service Employees Association, Inc. at such address as may be designated, in writing, by the CSEA.

The District agrees that deductions for membership dues and CSEA sponsored insurance premiums will become effective with the current payroll being prepared upon receipt of written notification from the CSEA to the District.

Deductions for membership dues and insurance premiums will remain in effect during the member's term of employment unless written authorization is received from the employee revoking union membership and/or insurance premiums. The District agrees to provide CSEA with a copy of each revocation of membership dues and/or CSEA sponsored insurance plan deductions it receives. The employee shall also simultaneously submit a copy of such forms to the local Association President.

ARTICLE V

RETIREMENT

Section 1.

All school district employees will be afforded the opportunity to participate in the appropriate non-contributory or contributory plan of New York State Employees' Retirement under Section 75-I or the New York State Teachers Retirement System, whichever is applicable.

Section 2.

Members of this bargaining unit shall be eligible for the following Retirement Incentive:
a. Employees retiring from the Ogdensburg City School District prior to reaching age 56, with ten (10) years of credited service in the Ogdensburg City School District, shall be eligible for a service incentive stipend of 35% of his/her final salary up to a maximum of $7,000. In order to qualify for the stipend, the employee must submit an irrevocable letter of resignation to the office of the Superintendent on or before December 15 of the school year in which he/she retires. For example, an employee retiring at the end of the 2007-2008 school year would need to submit a letter by December 15, 2007 in order to receive the stipend in July 2008.

b. If the retirement is the result of a disability retirement, the age restriction may be waived.

c. In the event that an employee who has submitted a notification dies, the monies due under this plan will be paid to the designated beneficiary or to the estate of the employee.

ARTICLE VI

HEALTH INSURANCE

The Board of Education will provide for all eligible members of this bargaining unit health insurance coverage via both the individual and the family plan. The Board of Education will pay 100% of the premium costs in both of the aforementioned instances. The health insurance carrier is the St. Lawrence-Lewis Counties School Employee's Healthcare Plan. For

2If an employee is a member of Tier II, Tier III or Tier IV of the applicable Retirement System, the effective date of retirement must be the June 30 upon which the employee fulfills the service requirement necessary
the 2006-07, 2007-08 and the first half of the 2008-09 school years, such plan shall be Plan A; effective January 1, 2009, the plan shall be Plan C which shall continue in effect until such time as the parties agree to change such plan. Plan C shall consist of a $5,000 individual deductible or $10,000 family deductible with such deductible fully paid by the District by placing $1,500 into a Health Saving Account (HSA) for individuals and $3,000 into an HSA for employees with family coverage. The remainder of the deductible ($3,500 for individual coverage and $7,000 for family coverage) will be paid into a Health Reimbursement Account (HRA). Further, in accordance with Plan C, an employee may not be enrolled in both Plan C and another insurance plan through his/her spouse.

In the event that either party believes that Plan C is not fulfilling the expectation either party had prior to changing plans, the parties agree to meet to discuss such concerns and, subject to mutual agreement of the parties, may elect to return to Plan A, without any employee contribution unless otherwise agreed upon.

It is agreed that representatives of this bargaining unit will have an opportunity to discuss with the Employer any contemplated change in a particular plan prior to any action or modification. It is understood that if both husband and wife work for the District, or if both spouses are covered through the St. Lawrence-Lewis Counties School Employee’s Healthcare Plan, that only one person may enroll in the Plan for either two person or dependent coverage. In this instance, it is understood that the non-enrolled spouse (if a member of this bargaining unit) will not be eligible for the Health Insurance Buyout set forth below.

to qualify for retirement benefits without penalty or has at least ten (10) years of service within the school district and is between the ages of 55 and 62.
A. **Health Insurance Buyout**

Members of the non-instructional unit may opt to withdraw from the District Health Insurance Plan. This will be done on an annual basis as follows:

1. A form to withdraw from the District Health Insurance Plan must be submitted to the School Business Office before December 1st of the year of withdrawal.

2. A payment of $2,000 will be made to the employee submitting the aforementioned form. This payment will be made on or before January 31st of the year of withdrawal.

3. New employees hired during the school year may opt not to join the District Health Insurance Plan and receive payment at a per diem rate based on the number of months employed by the District between January 1st and December 31st. Employees leaving during the year will receive a payment of a per diem rate based on the number of months employed by the District between January 1 and December 31. Employees terminating employment with the District between January 1st and December 31st, and having received their $2,000 payment, will repay the District on a per diem rate based on the number of months employed between January 1st and December 31st. This deduction will be taken from the individual's final paycheck.

4. Non-Instructional unit members may rejoin the District plan in the same year only if there is a death of spouse, divorce of spouse, or another similar circumstance deemed justifiable by the Superintendent of Schools. Repayment of the
remainder of the $2,000 will be done through equal payroll deductions using the formula as stated in Section 3 of this Article.

5. Bargaining unit members shall be permitted to participate in an IRS 125 plan to the fullest extent permissible under the law. The plan shall be instituted as quickly as is reasonably possible. The plan shall be the same plan as is available to other District employees.

ARTICLE VII

VACATIONS

Section 1.

(a) Full time, 12-month employees will be granted vacations as follows:

<table>
<thead>
<tr>
<th>Employment</th>
<th>Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>2 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>10 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>25 years</td>
<td>5 weeks</td>
</tr>
</tbody>
</table>

(b) Earned vacation shall be credited quarterly and employees shall be notified each quarter of his/her leave usage and accruals.

Section 2.

A tentative vacation schedule will be provided for twelve month employees by April 15 of each year. Twelve-month employees must turn in their requests for all vacation days by April 1 of each year. If a vacation request is not turned in by such date, such employee will lose his/her right to use his/her seniority with respect to choice of vacation. When possible, choice of vacations will be according to seniority within job title within the department with the most senior employee having the priority with respect to vacation dates in the event of a conflict. Final
approval of vacations, based upon the operational needs of the District, will be subject to the Superintendent of Schools.

For any vacation time that is not scheduled by April 15th, the employee must submit a written request to utilize vacation to his/her immediate supervisor. Whenever possible, such request should be submitted at least five work (5) days in advance of the requested vacation day(s).

No vacation time shall be advanced to an employee who has already utilized his/her vacation allotment.

Section 3.

When a holiday falls in an employee's vacation period or regular day off, an additional day off will be granted.

Section 4.

Upon retirement, resignation, layoff or termination, the full current cash value of an employee's accumulated unused vacation time shall be paid to the employee or his estate.

Section 5.

In any school year an employee may elect to take up to 50% of his/her total vacation allotment in pay rather than in time off. Thus an employee with four (4) weeks of vacation could take time off for two (2) weeks and receive two (2) weeks of additional pay. The employee must make such request in writing and payment shall be made within two (2) pay periods of such request. It is understood that in the event an employee elects to be paid in lieu of vacation time off, no advance of time or vacation pay in lieu of time off from the following year's vacation allotment shall be made.
Employees earning and accruing vacation time from one fiscal year to another, up to a maximum of two (2) consecutive years, if not used, shall be paid in full for the same. This provision may be utilized one time only during the employee's career with the Ogdensburg City School District.

**ARTICLE VIII**

**PERSONAL LEAVE**

**Section 1.**

For employees hired on or before June 30, 2000, full-time employees will have personal leave as follows:

<table>
<thead>
<tr>
<th>Duration of Service</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>During first year of employment</td>
<td>one day</td>
</tr>
<tr>
<td>After one year of employment</td>
<td>two days</td>
</tr>
<tr>
<td>After three years of service</td>
<td>four days</td>
</tr>
<tr>
<td>After four years of service</td>
<td>five days</td>
</tr>
</tbody>
</table>

**Section 2.**

For employees hired on or after July 1, 2000, full-time employees will have personal leave as follows:

<table>
<thead>
<tr>
<th>Duration of Service</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>During first year of employment</td>
<td>one day</td>
</tr>
<tr>
<td>After one year of employment</td>
<td>two days</td>
</tr>
<tr>
<td>After three years of service</td>
<td>four days</td>
</tr>
</tbody>
</table>

**Section 3.**

No more than two (2) personal business days may be used at any one time or for any one occurrence. See Appendix A for application form and regulations regarding reasons for use of personal days. Unused personal days will be added to accumulated sick leave at the end of the school year.
ARTICLE IX

NON-DISCRIMINATION

The C.S.E.A., Inc. and the Employer do hereby endorse the following mutual policy:

"The Ogdensburg City School District of Ogdensburg, New York, does not discriminate on the basis of sex in the educational programs or activities which it operates, and it is required by Title IX of the Educational Amendments of 1972 not to discriminate in such a manner.

This policy of non-discrimination includes the following areas:

Recruitment and appointment of employees; employment pay and benefits; counseling services for students; access by students to educational programs, course offerings, and student activities."

ARTICLE X

SICK LEAVE

Section 1.

All full-time personnel of the said unit will earn one (1) day per month worked accumulative to a maximum of 275 days. Two (2) additional sick leave days per year shall be granted to each employee who has completed three (3) full years of service within the District. Earned sick leave shall be credited quarterly and employees shall be notified each quarter of his/her leave usage and accruals.

Section 2.

All regular part-time personnel are eligible for benefits, including health insurance, on a prorated basis. (Regular part-time personnel are those employees regularly scheduled for four (4)
or more hours per day, twenty (20) hours per week.) These personnel are eligible for one sick day per month worked accumulative to 275 days.

If a regular part-time employee transfers to a full time position, the accumulated sick leave shall be credited, pro-rata, for full-time service. For example, if a regular part-time employee working 4 hours per day has 100 sick days accumulated and then transfers to a full time 8 hour per day position, such employee shall be credited with 50 days of accumulated sick leave upon commencement of the full-time position.

Section 3.

An active staff member can "bank" 150 sick days to insure funds for retiree health insurance after a staff member has accumulated 175 sick days. The active staff member will then continue to accumulate sick days in addition to the remaining 25 days, (up to a total of 150 sick days). When the active staff member has accumulated 50 or more additional sick days, he/she may elect to add 25 sick days to the "bank" resulting in a "bank" of 175 days. The sick bank will be available if necessary. If a staff member exhausts his/her sick days and all available sick bank days, he/she can access the "banked" sick days.

Married staff members will be permitted to add their sick days together at any time (provided each spouse has accumulated more than 25 days) to reach the 150 (or 175) "bank" for health insurance into retirement. It is understood that such bank is available only for the purpose of meeting days for health insurance purposes and shall not result in any additional days being eligible for payment at the rate paid for unused sick days. Upon the establishment of the "bank", each spouse must still have at least 25 remaining days of accumulated sick days.
Upon retirement, if the staff member has "banked" 175 sick days, the staff member may elect to use all 175 "banked" days as a credit for health insurance premiums during retirement or he/she may elect to keep 150 days in the "bank" and add the remaining 25 days to any other unused sick days for payment in accordance with Article 21, Section B.3.d.

Section 4.

A doctor's certificate may be required by the Superintendent when an employee is on sick leave for three (3) or more days, or when an employee has been absent on the average of more than one (1) day per month with a pattern of illnesses demonstrating one or two day absences. Before such employee is required to produce such certificate, a representative from the District will meet with the employee, and with a CSEA representative present if requested by the employee, to determine the underlying reason for the illnesses and to advise that in the event of future absences, such doctor's certificate will be required.

Section 5.

Upon reaching retirement eligibility as provided under the New York State Employees' Retirement System, retiree premiums will be paid until age 65 at a rate of 50% for individual and 35% for dependent(s) by the District. In return, retirees will be responsible for their premium at rate of 50% for individual and 65% for dependent(s). In addition, unused accumulated sick leave multiplied by the then applicable average retiring teacher daily salary will be applied to the continuation of the Health Insurance Plan at 100% which covers the individual as an employee (Individual or Family Plan) in accordance with existing District practices until the individual becomes eligible for Medicare at age 65 or until funds from the retirees' unused accumulated sick
leave have been exhausted. After a retiree reaches the age of 65, the District will pay 100% for individual coverage and 100% for dependent coverage. In return, after a retiree reaches the age of 65, the retiree will pay any premiums required by State or Federal statutes under the Medicare program.

Section 6.

An employee who retires from service with the District shall be paid his/her actual daily rate of pay or $65 per day, whichever is less, for the difference in the number of actual accumulated sick leave days and 150. In no event shall an employee be paid for more than 125 days, i.e. the difference between the maximum accumulation of 275 days and the 150 available for health insurance premiums.

Section 7.

An employee who is to be absent must call in his/her absence prior to the start of his/her regular work day in accordance with the time and procedures established by the employee's immediate supervisor.

ARTICLE XI

BEREAVEMENT LEAVE

Three (3) days per year per relative will be given with pay if a death or serious illness (as certified by a physician) occurs in the immediate family. The immediate family includes:

<table>
<thead>
<tr>
<th>Relative</th>
<th>Relative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Children</td>
<td>Mother-In-Law</td>
</tr>
<tr>
<td>Spouse</td>
<td>Grandparent</td>
</tr>
<tr>
<td>Parent</td>
<td>Brother-In-Law</td>
</tr>
<tr>
<td>Sister</td>
<td>Sister-In-Law</td>
</tr>
<tr>
<td>Brother</td>
<td>Foster or Step Parents</td>
</tr>
<tr>
<td>Father-In-Law</td>
<td>Grandparents-In-Law</td>
</tr>
<tr>
<td>Grandchildren</td>
<td>Daughter-In-Law</td>
</tr>
<tr>
<td>Son-In-Law</td>
<td>Significant Other</td>
</tr>
</tbody>
</table>
For the purpose of this paragraph "serious" illness shall be construed to mean an illness which is life threatening or which requires an extended confinement in a hospital.

These days will not be deducted from either sick time or personal time. Further time beyond the three (3) days may be granted with prior approval by the Superintendent of Schools, should extenuating circumstances prevail.

For the purposes of this section, "significant other" shall be defined as a relationship with one other person in which the partners are (a) 18 years of age or older; (b) unmarried and not related by marriage or blood in a way that would bar marriage; (c) actually residing together for at least one continuous year; (d) involved in a committed, lifetime (as opposed to a casual) relationship; and (e) financially mutually interdependent.

ARTICLE XII

OTHER LEAVES

Section 1. Child Birth and Child Rearing Leave

A. Child Birth - An employee who does not elect to take an unpaid leave of absence for child rearing purposes as set forth below, and who is disabled due to pregnancy, may use accumulated sick leave for that period of time during which the employee's and/or the Board's physician certifies the employee unable to work because of incapacity immediately preceding or immediately following childbirth.

B. Child Rearing - The Superintendent of Schools may grant an employee a leave of absence without pay for a period not exceeding twelve (12) months upon appropriate proof of the need to stay home to care for a child. The employee may be permitted to reduce such leave
without pay by electing to take any accumulated vacation time at the beginning of the leave period.

Section 2.

Leave of Absence. All full-time personnel may be granted, upon the approval of the Superintendent of Schools and the Board of Education, up to six (6) months leave without pay. The employee may be permitted to reduce such leave without pay by electing to take any accumulated vacation time at the beginning of the leave period.

Section 3.

Jury Duty. Request for Jury Duty must be submitted to the school Principal or Department Head (whichever is appropriate) as soon as possible. Adequate time must be given for securing a substitute. The person requesting the leave shall reimburse the District in an amount equal to the fee received. The Board will grant leave without financial loss or loss of leave days. Jury reimbursement will be provided as the law allows.

Section 4.

All full time employees working 1,250 hours or more each year shall be eligible for the benefits set forth in the Family Medical Leave Act (FMLA). Existing benefits provided pursuant to this Agreement shall be utilized in conjunction with the benefits granted by FMLA to the extent that such contractual benefits are not inconsistent with FMLA benefits. For example, time away from the job on a leave for child birth or child rearing shall be included within the FMLA leave and shall not be added to the time provided under the FMLA.
ARTICLE XIII

HOLIDAYS

Section 1.

All personnel within the unit shall be entitled to the following holidays:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday or Washington's Birthday
- Good Friday
- Thanksgiving Day
- Day after Thanksgiving
- The last working day before Christmas Day
- (12 months employees

Ten month employees will not receive July 4 or the day before Christmas as holidays.

For employees working a regular Monday-Friday work schedule, if one of the above named holidays falls on a Saturday, the employee shall receive the preceding Friday as the day off. If the holiday falls on a Sunday, the employee shall receive the next Monday as the day off.

Section 2.

If an employee works a schedule other than Monday - Friday and a holiday falls on his/her regularly scheduled day off, such employee shall apply to his/her immediate supervisor to determine whether such an alternative day off can be taken. By mutual agreement such day shall be either the day before, the day after his/her regular two days off, or on another mutually agreeable date.
ARTICLE XIV

SENIORITY

Section 1. Seniority.

Seniority shall be defined as the length of continuous full-time service with the Employer from the employee's last date of hire.

Section 2. Losing Seniority.

An employee will lose his/her seniority when his employment is terminated, whether by himself, by the Board or its agents. An employee will retain any (but not earn any additional) accrued seniority during any period of layoff up to two (2) years and during any approved leave of absence for child care or military leave.
\textbf{Section 3. \hspace{1cm} Job Openings}

The District Office will post in all buildings\textsuperscript{3}, notices of all regular part-time and full-time openings (excluding substitutes), in classified personnel positions, including supervisory positions, within the negotiating unit. Such announcement of vacancies shall include the title of the vacant position, the starting salary, and appropriate information with respect to any special requirements for the position. Such announcements shall be given to the Association President and shall be posted at least ten (10) calendar days prior to the day that they are filled. When such vacancies are announced as provided herein, Employees who wish to be considered for

\textsuperscript{3}Notices shall be posted in the following locations:

\begin{itemize}
\item \textbf{Ogdensburg Free Academy} -
\begin{itemize}
\item 1. Employee bulletin board at the bottom of stairs
\item 2. Management Services office reception area bulletin board
\item 3. Kitchen bulletin board
\item 4. Guidance office
\item 5. Library
\end{itemize}
\item \textbf{Ogdensburg Middle School} -
\begin{itemize}
\item 1. Main office
\item 2. Guidance office
\item 3. Library
\end{itemize}
\item \textbf{Kennedy Elementary School} -
\begin{itemize}
\item 1. Service window of main office
\item 2. Lounge bulletin board
\item 3. Custodial break room bulletin board
\end{itemize}
\item \textbf{Madill Elementary School} -
\begin{itemize}
\item 1. Lounge bulletin board
\item 2. Kitchen office bulletin board
\end{itemize}
\item \textbf{Sherman Elementary School} -
\begin{itemize}
\item 1. Main office bulletin board
\item 2. Teacher's lounge bulletin board
\item 3. Custodial closet back door
\end{itemize}
\item \textbf{Lincoln Elementary School} -
\begin{itemize}
\item 1. Main office bulletin board
\item 2. Teachers lounge bulletin board
\item 3. Kitchen bulletin board
\end{itemize}
\item \textbf{Dome} -
\begin{itemize}
\item 1. Work room bulletin board
\end{itemize}
\end{itemize}
appointment to such vacancies shall be allowed to file appropriate notice with the Employer, provided that such notice must be filed within five (5) days following the announcement of the vacancy. Job descriptions for posted openings will be available to any applicant upon request. All written applications for a position will be acknowledged in writing. All permanent positions in the competitive class shall be filled in accordance with applicable civil service laws. Temporary and provisional appointments in the competitive class shall be filled by the qualified individual with the greatest seniority, where skill and ability are relatively equal. Positions in the Non-Competitive and Labor classes of the classified service shall be filled by the qualified applicant with the most seniority, where skill and ability are relatively equal. For the purpose of this section "skill and ability" include special needs of the District as set forth in the job posting, special requirements of the applicant to fulfill that special need, absenteeism records, and ability to fulfill the duties of the position. For example, if the District is seeking to fill a vacancy in which the person will have primary District responsibility for electrical work, such special need shall be noted on the job posting.

Section 4. Lay-Off.

In the event of a reduction in the work force, the Superintendent shall notify the President of the Association, and the Education Law and Civil Service Law and Regulations shall be followed when applicable. Where such Civil Service Law is not controlling, layoffs in the non-competitive and labor classes shall follow the same rules and procedures as are followed for competitive class employees.
Section 5. Call-Backs.

Employees whose jobs have been terminated will retain their seniority rights for purposes of rehire for a period of one (1) year after the termination of their jobs. Employees on lay-off shall be called back to openings in their classification in reverse order in which they were laid off. Employees shall be obliged to keep the Employer informed of their proper mailing address and the Employer shall rely on the address last furnished by the employee. A laid-off employee must respond to the Employer's notice of recall within one (1) week after delivery of notice to the last known address.

Section 6. Seniority Roster.

An updated (as of July 1 of each year) seniority roster shall be sent to the CSEA President. Board of Education minutes will be sent to the President as they become available.

Section 7.

Any employee resigning from his/her position with the District shall give at least one (1) weeks' written notice of such resignation to his/her immediate supervisor. The final paycheck shall be adjusted for any unused (or advanced) vacation allowances.

ARTICLE XV

SALARY

Section 1.

(a) The following increases shall be applicable for the base salary of all employees.

- July 1, 2006 - 3.75% or $1,300, whichever is higher
- July 1, 2007 - 4.00% or $1,300, whichever is higher
- July 1, 2008 - 4.00% or $1,300, whichever is higher
(b) Starting salaries for bargaining unit positions are as follows:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher Aide</td>
<td>$14,647</td>
<td>$15,447</td>
<td>$16,247</td>
</tr>
<tr>
<td>Teaching Assistant</td>
<td>15,729</td>
<td>16,529</td>
<td>17,329</td>
</tr>
<tr>
<td>Typist (10 month)</td>
<td>16,541</td>
<td>17,341</td>
<td>18,141</td>
</tr>
<tr>
<td>Typist (12 month)</td>
<td>19,518</td>
<td>20,318</td>
<td>21,118</td>
</tr>
<tr>
<td>Clerk (10 month)</td>
<td>14,949</td>
<td>15,749</td>
<td>16,549</td>
</tr>
<tr>
<td>Clerk (12 month)</td>
<td>17,677</td>
<td>18,477</td>
<td>19,277</td>
</tr>
<tr>
<td>Laborer</td>
<td>17,028</td>
<td>17,828</td>
<td>18,628</td>
</tr>
<tr>
<td>Motor Vehicle Operator</td>
<td>19,000</td>
<td>19,800</td>
<td>20,600</td>
</tr>
<tr>
<td>Maintenance Helper</td>
<td>18,815</td>
<td>19,615</td>
<td>20,415</td>
</tr>
<tr>
<td>Maintenance Worker</td>
<td>20,383</td>
<td>21,183</td>
<td>21,983</td>
</tr>
<tr>
<td>Building Maint. Mechanic</td>
<td>21,952</td>
<td>22,752</td>
<td>23,572</td>
</tr>
<tr>
<td>Cook</td>
<td>15,188</td>
<td>15,988</td>
<td>16,788</td>
</tr>
<tr>
<td>Food Service Helper</td>
<td>14,376</td>
<td>15,156</td>
<td>15,956</td>
</tr>
<tr>
<td>Computer Operator</td>
<td>25,471</td>
<td>26,271</td>
<td>27,071</td>
</tr>
<tr>
<td>Receptionist</td>
<td>14,560</td>
<td>15,360</td>
<td>16,160</td>
</tr>
</tbody>
</table>

(c) Employees promoted to a higher rated job title within the District will receive the base salary of the new title or $350 added to their current base salary, whichever is higher.

Section 2.

Any employee who is officially directed to work in excess of his/her normal work week will be paid an overtime rate of time and one-half his/her regular hourly rate for all hours worked in excess of forty (40). If the employee's regular work week is less than forty (40) hours per week, the time and one-half rate will begin after seven (7) hours in one day or thirty-five (35) hours in a week.

In addition to the foregoing, the following shall also apply:
A. Overtime rate of one and a half (1 ½) the hourly rate shall be paid to any employee who works more than eight (8) hours in 24 on the following occasions:

Halloween and/or any event sponsored by an outside agency held in the school when the employee is required to be in attendance. Also, time and a half (1½) the hourly rate shall be paid to any employee who is required to work more than eight (8) hours in 24, when an emergency has been declared by the Administration.

1. When there are anticipated overtime opportunities in work traditionally performed by members of the CSEA, the District shall contact employees in the job category for which the overtime is required to determine whether any employee(s) are willing to work such holiday and take compensatory time off (at the rate of time and one-half compensatory time off for each hour worked) in lieu of paid overtime for such holiday work.

2. In the event that there are no employees willing to work the holiday for the compensatory time off, then the District has the right to use part-time, on call, employees to work such holiday.

3. Nothing herein shall modify the contractual requirement that if an employee is ordered to work on a holiday, e.g., a boiler goes down and must be repaired, such employee shall have the option to be paid for such overtime work or to receive compensatory time off for such work.

B. Work schedules for buildings and grounds and maintenance departments shall be developed by the District to meet its operational needs as such needs vary.
throughout the school year. At the commencement of each school year the District shall determine the work schedules, including the days of the week and the hours of employment, that must be manned, and the reasonable experience and skill requirements necessary to staff such work shifts. Employees shall then have the opportunity to select such work shift in order of seniority with the senior employee in each job classification having first choice of assignment.

It is understood that changes in such work schedules are required throughout the school year to meet the changing needs of the District and, when such schedules must be changed, one week's notice of such schedule change shall be provided except in extraordinary circumstances. If no employee on the shift being reassigned volunteers for such reassignment then, absent special circumstances brought about by the operational needs of the District, the least senior employee shall be reassigned.

Work schedules and job assignments for all other members of the bargaining unit shall be determined by the District based on its operational needs and the ability of the employees.

C. Overtime opportunities shall be equitably allocated within each department in each building in the District. Such rotation shall be made by developing a listing of all employees within such department in each building with the senior employee being listed at the top of such list. Such listing will be posted at a location(s) agreed upon between the Superintendent and the Association President. When overtime is available, it shall be offered in accordance with the
list established with the overtime being offered to the person at the top of such list. If the employee elects to work the overtime, or if the person refuses to work the overtime, such person's name shall then be moved to the bottom of the list and (s)he shall not be offered any further overtime until such time as his/her name comes to the top of the list on a rotational basis. In the event that an employee is absent when his/her name is at the top of the rotational list and overtime is offered, (s)he shall retain his/her position at the top of the list for the next time that overtime is offered. The District may, in an emergency situation, deviate from such list when obtaining an employee for the overtime work is a necessity.

Upon the mutual agreement of the employee and the Supervisor of Buildings and Grounds, the employee may take compensatory time off at a later mutually agreed upon date in lieu of actual monetary compensation for the time worked.

Section 3.

Any employee who is officially directed to work on a holiday will be paid one and one-half his/her regular hourly rate for all hours actually worked. Such rate will be in addition to payment for the holiday.
Section 4.

Longevity increments shall be paid for each five (5) years of service in the District in accordance with the schedule set forth below. The maximum of such increments shall be six (6) representing thirty (30) years. Longevity increments shall be paid beginning the first pay of January or July nearest to the anniversary date of employment.

<table>
<thead>
<tr>
<th>Amount</th>
<th>Total Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>$325</td>
<td>$325</td>
</tr>
<tr>
<td>325</td>
<td>650</td>
</tr>
<tr>
<td>500</td>
<td>1,150</td>
</tr>
<tr>
<td>500</td>
<td>1,650</td>
</tr>
<tr>
<td>500</td>
<td>2,150</td>
</tr>
<tr>
<td>500</td>
<td>2,650</td>
</tr>
</tbody>
</table>

ARTICLE XVI

OTHER AGREEMENTS AFFECTING EMPLOYEES

Section 1.

Clerical personnel who are directed to work when school is closed due to snow conditions or other inclement weather (but not including "give back" days) shall receive a compensating day at a time mutually agreed with the Superintendent before the end of the school year.

Section 2.

All personnel within the unit shall be granted a coffee break not to exceed fifteen (15) minutes in length in the morning and the afternoon of each work day.
Section 3.

Mileage. Any employee specifically required by his/her supervisor to use his/her car for District business shall be compensated for such use at the then current Internal Revenue Service (IRS) business deduction rate. Such rate shall be available in the Business Office upon request.

Section 4.

The Ogdensburg City School District Non-Teaching Unit C.S.E.A., Inc. affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, or to participate in such a strike.

Section 5.

Any rights, privileges, or benefits accorded during the last fiscal year shall not be rescinded, reduced, changed, or impaired except by the present agreement.

Section 6.

Reciprocal Rights. The Ogdensburg City School District Non-Teaching Unit, C.S.E.A., Inc. shall have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the employer.

Section 7.

Labor-Management Committee. The Employer and the C.S.E.A., Inc. Non-Teaching Unit agree to continue the Labor-Management Committee for the purpose of providing communications, discussions, and resolution of matters, including safety matters, between the employees and the employer. The basic concepts are as follows:

1. The committee will be advisory to the Superintendent of Schools.
2. The committee will meet at least four (4) times per year at alternate times (during working hours and at other times other than working hours).

3. The committee will at no time involve itself with collective bargaining.

4. The committee shall consist of six (6) members; three (3) appointed by the Superintendent and three appointed by the Association President.

Section 8.

The cost of flu shots, if required by school authorities, shall be paid by the District.

Section 9.

Prior to September 1st of each year, all personnel covered by this Agreement shall be notified in writing of the unused accumulated sick time that each one has accumulated, following the end of a particular fiscal year.

Section 10.

The President of the School Unit of the C.S.E.A., or his/her designee, shall be allowed paid leave time, not to exceed an average of one hour per week, and access to visit unit members in order to fulfill his/her duties as Unit President. The use of such time shall be subject to the approval of the immediate supervisor of the Unit President and the supervisor of the other unit member visited. It is understood that such visits shall not result in any undue interruption of work and may be denied if the Unit President or other employee is engaged in important District business. The President shall sign a form prepared by the District when (s)he leaves his/her regular assignment to utilize the leave set forth by this section. (S)he shall present such form to his/her immediate supervisor for his/her signature to advise that such time is being utilized.
Section 11.

The Employer will agree to the establishment of a Sick Leave Bank by Civil Service Employees, comparable to the Teachers' and Supervisors' Organization. The Non-Teaching Unit, C.S.E.A., Inc. will have a representative on the Sick Leave Bank Committee.

Section 12.

The Employer will agree to pay for "emergency call-in" - a minimum of two (2) hours at time and one half (1 ½) pay to any employee in the Buildings and Grounds Department.

Section 13.

Agency Fee

A. Effective July 1, 1980, the Ogdensburg City School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Ogdensburg City School District Non-Teaching Unit and shall transmit the same so deducted to the unit in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York.

B. The Ogdensburg City School District Non-Teaching Unit C.S.E.A., Inc. affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the unit maintains such procedure.

C. The agency shop fee deduction shall be made following the same procedures as are applicable for dues check off, except as otherwise mandated by law or this Agreement.
D. Ten months' employees will have the option of receiving their salaries over twenty-six (26) payroll periods.

Section 14.

Disciplinary Actions

In the event that the District is planning to institute disciplinary action against an employee not otherwise entitled to the protections accorded by Section 75 of the New York Civil Service Law, and the proposed penalty consists of a suspension of more than five (5) working days, or a dismissal from employment, before such penalty is instituted, the District shall proceed as if the employee were duly entitled to the protections accorded by Section 75.

Section 15.

Any food service employee who is directly involved in preparing or serving school lunches will be allowed to consume a meal free of charge provided it is consumed on school premises during the employee's normal meal or break time, and any full-time food service employee shall also be provided with necessary uniforms each year, up to a maximum cost of $250 per year. It is expressly understood that clerical, custodial or maintenance personnel shall not be eligible for such meal.

Section 16.

Teaching Assistants shall be evaluated annually and shall be eligible for tenure in accordance with applicable provisions of the Education Law.

In order to continue as a Teaching Assistant, and to be eligible for tenure, all State Education Department (SED) educational and certification requirements must be completed.
ARTICLE XVII

WORK DAY AND WORK WEEK

Section 1.

Full-time maintenance and buildings and grounds personnel shall work eight (8) hours per day and/or forty (40) hours per week as scheduled by the District.

Section 2.

Full-time food service personnel shall work seven (7) hours per day according to teachers' calendar.

Section 3

Twelve (12) month secretaries, clerks, senior typists, typists, senior stenographers, stenographers, shall work seven (7) hours per day during the school year, exclusive of lunch. During July and August, these employees will work a six (6) hour day, exclusive of lunch.

Section 4.

All ten (10) months typists and clerks will work the teachers' calendar.

Section 5.

All teaching assistants and teacher aides shall work Monday through Friday, a day equal to the teachers work day and according to the teachers' work calendar.

Section 6.

The District has the discretion to employ part-time employees.

---

*In the event that police authorities declare all roads within the District closed, all employees shall be paid for the day(s) missed without deduction from sick, personal or vacation leave.
Section 7.

Night differential for scheduled custodial and maintenance personnel shall be as follows:

- 3:00 p.m. to Midnight - 30¢ per hour (50¢ effective 7/1/08)
- Midnight to 8:00 a.m. - 35¢ per hour (55¢ effective 7/1/08)

Section 8.

Night differential for snow plowing personnel shall be as follows:

- 5:00 p.m. to Midnight - 45¢ per hour (65¢ effective 7/1/08)
- Midnight to 8:00 a.m. - 60¢ per hour (80¢ effective 7/1/08)

Section 9.

Employees working in the Dome during ice season will receive a 50-cents per hour differential. Effective July 1, 2008 the differential shall be increased to 80¢ per hour.

Section 10.

Out of title work will be paid after an employee works on the higher rated job for 30 or more work days. The rate will be the rate for the higher rated job or the rate the employee would receive if permanently promoted to the position. After the employee has worked out of title for 30 consecutive days, the higher rate of pay shall be retroactive to the first day of employment in the temporary higher rated position.

ARTICLE XVIII

GRIEVANCE PROCEDURE

A grievance shall mean any dispute arising between the employees and the School District concerning the application or interpretation of the terms of this Agreement.
Such grievance shall be processed according to the procedure in Appendix B of this Agreement.

ARTICLE XIX

DURATION OF AGREEMENT

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore, agree that negotiations will not be reopened on any item whether contained herein or not during the life of this contract unless reopened by mutual agreement.

The Education Law and the Rules and Regulations of the Commissioner of Education charge the Board of Education of the Ogdensburg City School District with rights, responsibilities and duties to administer the Ogdensburg City School District.

This Agreement with the C.S.E.A. Unit does not limit or restrict the Board of Education of the Ogdensburg City School District in the complete administration of the Ogdensburg City School System under these existing laws and regulations.

This Agreement shall be effective July 1, 2006 through June 30, 2009.

"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."
The undersigned spokesmen hereby agree to adopt the attached Agreement for the period of July 1, 2006 through June 30, 2009.

Maurice H. Barry
Superintendent of Schools

Sandy Irvine
C.S.E.A., Inc. President

Edward Mulchay
Labor Relations Specialist
APPENDIX A
APPROVED REASONS FOR PERSONAL LEAVE

Legal Matters:

House closings, income tax hearings, adoption proceedings, court appearances for traffic violations, probating wills, obtaining licenses.

Funerals:

Not of immediate relatives.

Ceremonies:

Graduation of employee or child, day of wedding ceremony, participation in religious ceremonies such as confirmation, circumcision of child, honors and awards ceremonies involving an immediate member of the family.

Education:

Required education examinations, attending educational meetings not covered by professional trip regulations, required parental visits by parents to colleges, professional advancement.

Religious Observation:

The employee may use personal days for religious holidays and/or observances of his particular faith not covered in the regular school calendar.

An employee requesting approval of personal leave days may list "Personal Business" as the reason for the absence providing that the "Personal Business" as listed above is one of the approved reasons for such absence. If the reason is not listed above, the employee is to state the specific reason for review by the principal/supervisor and Office of the Superintendent. Such leave shall be used only for business which cannot be conducted at other times. Such days shall not be used on the days immediately before or after a holiday or vacation period EXCEPT DURING AN EMERGENCY.
APPENDIX A

APPLICATION FOR APPROVAL OF PERSONAL DAY

Building ___________________________ Date ________________

I hereby request __________ personal day(s) to be used on ________________

for the following reason:

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

(State reason if not listed in the agreed-upon contract)¹

The reason for the absence is in accordance with the provisions of the Personal Days Policy of the Ogdensburg City Schools as stated on the reverse side of this form.

____________________________________
Signature

Approved:____________________________
Principal/Supervisor

Approved:____________________________
Superintendent/Assistant Superintendent

¹ "Emergency" will be given its usual meaning in that it must be a sudden and unexpected turn of events beyond the control of an employee requiring immediate action.
APPENDIX A

APPLICATION FOR APPROVAL OF PERSONAL DAY

Building ___________________________ Date ________________

I hereby request __________ personal day(s) to be used on __________

for the following reason:

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

(State reason if not listed in the agreed-upon contract)¹

The reason for the absence is in accordance with the provisions of the Personal Days Policy of the Ogdensburg City Schools as stated on the reverse side of this form.

__________________________________________________________
Signature

Approved:__________________________________________________
Principal/Supervisor

Approved:__________________________________________________
Superintendent/Assistant Superintendent

¹ "Emergency" will be given its usual meaning in that it must be a sudden and unexpected turn of events beyond the control of an employee requiring immediate action.
APPENDIX A

APPLICATION FOR APPROVAL OF PERSONAL DAY

Building ___________________________ Date ________________

I hereby request ____________ personal day(s) to be used on ________________

for the following reason:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

(State reason if not listed in the agreed-upon contract)\(^1\)

The reason for the absence is in accordance with the provisions of the Personal Days Policy of the Ogdensburg City Schools as stated on the reverse side of this form.

______________________________
Signature

Approved:________________________
Principal/Supervisor

Approved:________________________
Superintendent/Assistant Superintendent

\(^1\) "Emergency" will be given its usual meaning in that it must be a sudden and unexpected turn of events beyond the control of an employee requiring immediate action.
APPENDIX B

GRIEVANCE PROCEDURES FOR
OGDENSBURG CITY SCHOOL DISTRICT NON-TEACHING UNIT

RESOLUTION OF BOARD OF EDUCATION

The Board of Education of the City of Ogdensburg in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of grievance procedures for public employees, does hereby establish and adopt the following procedures for the orderly settlement of grievances of members of the Ogdensburg City School District Non-Teaching Unit to be effective for the life of this contract.

DECLARATION OF POLICY

Time limitations may be extended by mutual agreement. Failure to adhere to the time limits waives the grievance on the Union's part and moves it to the next stage on the District's part.

DEFINITIONS

1. **Non-Teaching Employee** means an employee of the Board of Education who is a member of this bargaining until as defined in Section III of this Agreement.

2. **Administrator** shall mean any non-teaching employee responsible for or exercising any degree of supervision or authority over another non-teaching employee.
   
   A. **Chief Administrator** shall mean the Superintendent of the District.
   
   B. Immediate supervisors shall mean the Supervisor of Buildings and Grounds or Building Principal, whichever is deemed appropriate by the School Administrator.

3. **Representative** shall mean the person or persons designated by the non-teaching employee filing a grievance as his counsel or to act in his/her behalf.
PROCEDURES

1. **Informal Stage**

   Within twelve (12) work days of the incident or when he should have been aware of the incident, the aggrieved non-teaching employee shall orally present his grievance to his immediate supervisor who shall orally and informally discuss the grievance with the aggrieved non-teaching employee on the job. The necessary immediate supervisor shall render his determination to the aggrieved non-teaching employee within five (5) work days after the grievance has been presented to him. If such grievance is not satisfactorily resolved at this stage, the aggrieved non-teaching employee may proceed to the formal stage.

2. **Formal Stage**

   A. Within five (5) work days after a determination has been made at the proceeding state, the aggrieved non-teaching employee may make a written request to the chief administrator or his designee for review and determination. If the chief administrator designates a person to act in his behalf, he shall also delegate full authority to render a determination in his behalf.

   B. The chief administrator or his designee shall immediately notify the aggrieved non-teaching employee, immediate supervisor, and any other administrator previously rendering a determination in the case to submit written statements to him within five (5) work days setting forth the specific nature of the grievance, the facts relating thereto, and the determination previously rendered.

   C. If such is requested in the written statement of either party pursuant to paragraph B above, the chief administrator or his designee shall notify all parties concerned in the
case, of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) work days of receipt of the written statements pursuant to paragraph B.

D. The chief administrator or his designee shall render his determination within ten (10) work days after the written statements pursuant to paragraph B have been presented to him.

E. If the grievance is not satisfactorily resolved at this stage, the aggrieved nonteaching employee may proceed to the Board stage.

3. **Board Stage**

   The aggrieved non-teaching employee may within five (5) work days of the final determination by the chief administrator, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the president of the Board of Education by the Superintendent or his designee. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education shall render a final decision within ten (10) work days after receiving the request for review.

4. **Arbitration**

   Upon written request to the Superintendent of Schools within twenty (20) work days following the decision of the Board of Education, the aggrieved party shall have the right to have such grievance referred to an impartial arbitrator. If the parties cannot agree upon an arbitrator within five (5) work days following such request, the arbitrator will be selected under the rules of the American Arbitration Association. The arbitrator shall have no power to add to or subtract from the
provisions of this Agreement, nor to hear grievances not related to interpreting the terms of this Agreement. The finding of the arbitrator will be final and binding on the parties, so long as it does not exceed the authority state herein. Cost of the arbitration will be borne equally by the parties.
APPENDIX D

EXISTING DISTRICT PRACTICES WITH RESPECT TO RETIREE HEALTH INSURANCE

When an employee who is covered by the CSEA contract indicates his/her intention to retire, and such employee is, in accordance with the CSEA contract, eligible to receive District paid health insurance into retirement, the Business Office will calculate the value of the contribution that the District will make.

The District shall first determine the number of sick leave days that it is anticipated that the employee will have upon actual date of retirement. The District will then determine the final average salary for such employee based upon the average retiring teacher's salary for that school year. The employee's per diem salary will then be determined by dividing the final average salary by the actual working days in the employee's work year based on whether the employee is a 10 or 12 month employee.

The employee's per diem rate will then be multiplied by the number of sick days that the employee has accumulated at the time of retirement to determine the total credit that will be available for the employee share of health insurance until the employee turns 65. The employee credit will be used to pay the employee's 50% contribution rate for individual coverage and the employee's 65% contribution rate if he/she elects individual coverage.

At the time of retirement the employee will be given a listing of his/her "credit" as well as the cost of the premium for the health insurance option he/she elects upon retirement. Each year thereafter, the employee shall be given a new listing showing the remaining "credit" balance as well as the then applicable premium for the coverage elected. The employee must sign and return a copy of such notice annually.

If there is an insufficient "credit" at any time prior to the time the employee turns 65, the employee must pay the additional cost to maintain the elected health insurance coverage.
APPENDIX C

OGDENSBURG CITY SCHOOL DISTRICT

HEALTH INSURANCE PLAN WITHDRAWAL FORM

I WISH TO WITHDRAW FROM THE OGDENSBURG CITY SCHOOL DISTRICT HEALTH INSURANCE PLAN FOR THE 20___ CALENDAR YEAR. FOR INDIVIDUALS WISHING TO WITHDRAW, THE STIPEND WILL BE $800.00

_________________________________________  __________________________
Employee                                                                 Signature

_________________________________________  __________________________
Address                                                                                  Date

_________________________________________
City, State, Zip
APPENDIX B

GRIEVANCE PROCEDURES FOR
OGDENSBURG CITY SCHOOL DISTRICT NON-TEACHING UNIT

RESOLUTION OF BOARD OF EDUCATION

The Board of Education of the City of Ogdensburg in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of grievance procedures for public employees, does hereby establish and adopt the following procedures for the orderly settlement of grievances of members of the Ogdensburg City School District Non-Teaching Unit to be effective for the life of this contract.

DECLARATION OF POLICY

Time limitations may be extended by mutual agreement. Failure to adhere to the time limits waives the grievance on the Union's part and moves it to the next stage on the District's part.

DEFINITIONS

1. **Non-Teaching Employee** means an employee of the Board of Education who is a member of this bargaining until as defined in Section III of this Agreement.

2. **Administrator** shall mean any non-teaching employee responsible for or exercising any degree of supervision or authority over another non-teaching employee.
   
   A. **Chief Administrator** shall mean the Superintendent of the District.
   
   B. Immediate supervisors shall mean the Supervisor of Buildings and Grounds or Building Principal, whichever is deemed appropriate by the School Administrator.

3. **Representative** shall mean the person or persons designated by the non-teaching employee filing a grievance as his counsel or to act in his/her behalf.
PROCEDURES

1. **Informal Stage**

   Within twelve (12) work days of the incident or when he should have been aware of the incident, the aggrieved non-teaching employee shall orally present his grievance to his immediate supervisor who shall orally and informally discuss the grievance with the aggrieved non-teaching employee on the job. The necessary immediate supervisor shall render his determination to the aggrieved non-teaching employee within five (5) work days after the grievance has been presented to him. If such grievance is not satisfactorily resolved at this stage, the aggrieved non-teaching employee may proceed to the formal stage.

2. **Formal Stage**

   A. Within five (5) work days after a determination has been made at the proceeding state, the aggrieved non-teaching employee may make a written request to the chief administrator or his designee for review and determination. If the chief administrator designates a person to act in his behalf, he shall also delegate full authority to render a determination in his behalf.

   B. The chief administrator or his designee shall immediately notify the aggrieved non-teaching employee, immediate supervisor, and any other administrator previously rendering a determination in the case to submit written statements to him within five (5) work days setting forth the specific nature of the grievance, the facts relating thereto, and the determination previously rendered.

   C. If such is requested in the written statement of either party pursuant to paragraph B above, the chief administrator or his designee shall notify all parties concerned in the
case, of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) work days of receipt of the written statements pursuant to paragraph B.

D. The chief administrator or his designee shall render his determination within ten (10) work days after the written statements pursuant to paragraph B have been presented to him.

E. If the grievance is not satisfactorily resolved at this stage, the aggrieved nonteaching employee may proceed to the Board stage.

3. **Board Stage**

The aggrieved non-teaching employee may within five (5) work days of the final determination by the chief administrator, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the president of the Board of Education by the Superintendent or his designee. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education shall render a final decision within ten (10) work days after receiving the request for review.

4. **Arbitration**

Upon written request to the Superintendent of Schools within twenty (20) work days following the decision of the Board of Education, the aggrieved party shall have the right to have such grievance referred to an impartial arbitrator. If the parties cannot agree upon an arbitrator within five (5) work days following such request, the arbitrator will be selected under the rules of the American Arbitration Association. The arbitrator shall have no power to add to or subtract from the
provisions of this Agreement, nor to hear grievances not related to interpreting the terms of this
Agreement. The finding of the arbitrator will be final and binding on the parties, so long as it does
not exceed the authority state herein. Cost of the arbitration will be borne equally by the parties.