CONTRACTUAL AGREEMENT

between the

SUPERINTENDENT OF SCHOOLS

of the

ONEIDA CITY SCHOOL DISTRICT

Madison County, New York

and the

ONEIDA SCHOOL EMPLOYEES UNITED

Oneida, New York

Effective

July 1, 2008 through June 30, 2011
AGREEMENT

This Agreement, by and between the Superintendent of Schools of the Oneida City School District, Madison County, New York, hereinafter termed the "District", and the Oneida School Employees United, hereinafter termed "Union", wherein it is mutually agreed as follows:

The term of this Agreement shall be for the period July 1, 2008 through June 30, 2011.

ARTICLE I

RECOGNITION AND PAYROLL DEDUCTIONS

A. RECOGNITION

The District, pursuant to Section 206 of the Civil Service Law, hereby recognizes the Union as the sole and exclusive bargaining agent for all teaching assistants, teacher aides, custodians, cleaners, clerical employees, and cafeteria employees except for the School Lunch Manager, for the purpose of collective bargaining for terms and conditions of employment and the administration of grievances arising thereunder.

B. DUES DEDUCTIONS

1. The District agrees to deduct from the salaries of its employees, Union dues for each employee so authorizing such deduction.

2. The Union shall certify to the District in writing the current rate of membership dues for each Union member approved for payroll deduction. The Union shall give the District thirty (30) days written notice prior to the effective date of any rate change in the dues of the Union.

3. Dues deductions shall be made in the following manner:

   a. The total of all dues monies for the Union shall be deducted in 20 equal installments, beginning with the second payroll date in September.

   b. No later than the first payroll date in September, the Union shall:

      i. Provide the District with a list and the original signed authorization cards of those employees who have voluntarily authorized the District to deduct such Union dues.

      ii. The District shall, following each payroll date from which a dues deduction is made, transmit the amount so deducted in one check to the Treasurer, Oneida School Employees United, within 10 days. The final transmittal for the year shall be
accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.

iii. Any employee leaving the District prior to the end of the school year should have the pro-rated share of Union dues deducted from his/her salary. The same holds for any employee initiating employment subsequent to the beginning of the school year (September 1).

C. OTHER PAYROLL DEDUCTIONS

1. Credit Union
2. Tax Sheltered Annuities - limited to existing companies
3. United Way - Community Chest
4. Savings Bonds - provided there is a 10% showing of interest
5. Insurance
6. VOTE/COPE

D. NYSUT BENEFIT TRUST

Deductions for the NYSUT Benefit Trust shall begin on the payroll date following the District's receipt of the payroll deduction authorization or at a later date if so requested by the employee provided the District has been given at least three days' notice.

ARTICLE II

GENERAL PROVISIONS

A. EMPLOYEES RIGHTS AND RESPONSIBILITIES

No member of the Unit represented by the Union shall suffer any employment or other disadvantages by reason of his/her membership in the Union, or participation in any of its lawful activities.

B. DISTRICT POLICIES, REGULATIONS AND PRACTICES

The District and the Union agree that this Agreement shall supersede any written policy, rule or regulation of the District which is contrary to or inconsistent with the express terms of this Agreement.
C. **REPRODUCTION AND DISTRIBUTION OF AGREEMENT**

Copies of this Agreement shall be mimeographed and distributed, at the expense of the District, to all members of the bargaining unit, and the District shall also provide the Union with an additional 20 copies of the Agreement.

D. The District shall, on a monthly basis, notify the Union of any bargaining unit employees who are hired or leave the employ of the District. The District shall provide the Oneida School Employees United President with a copy of the agenda for each Board meeting, including the specific back-up materials relating to personnel, prior to each Board meeting as soon as the material is available. In the event that the Board of Education does not follow the administration's recommendations with respect to employees covered by this Agreement, the Superintendent shall so notify the Association President in writing promptly thereafter.

E. Except as limited by express provisions of this Agreement, all rights, powers, duties, authority and responsibility currently possessed by the District are retained by the District.

**ARTICLE III**

**UNION RIGHTS AND RESPONSIBILITIES**

A. **SCHOOL BUILDING FACILITIES**

1. **Building Use**

   The Union, upon appropriate request and approval, shall have the use of school buildings for their meetings. Such request must be made in accordance with District procedures. In the event it is not possible to give written notice, the Union may use the school building, provided that such use does not interfere with previously scheduled activities. The Union will be responsible for any extra costs incurred as a result of said use.

2. **Other Facilities**

   a. The Union shall have access to, and reasonable use of, employees' mailboxes. All materials placed in mailboxes by the Union shall be identified and dated.

   b. Space will be provided by the District for the purpose of displaying notices, circulars and other Union related materials at one location in each school building.

B. **PROFESSIONAL CONFERENCES AND ACTIVITIES**

   The Union shall be allowed up to a maximum of ten (10) workday absences annually during each school year to allow its representative(s) to attend out-of-district conferences or meetings dealing with Union business. In all cases of absences for Union business, notification
to the building principal shall be required and given at least three (3) days in advance of such absences whenever possible.

The cost of substitute service for such absences, if necessary, will be borne by the District. There will be no loss of pay or other benefits to the Union representative(s) resulting from any such absences.

ARTICLE IV

WORKING CONDITIONS

A. EXPENSES

1. Job Expenses

   a. Expenses incurred by the employee in relation to job performance, when approved in advance by the Superintendent or his designee, shall be reimbursed upon submittal of the Voucher Claim and receipts.

   b. All Food Service Helpers will be provided two (2) uniforms at the completion of their first year of service in the District. Such uniforms will be provided at no charge to the employee. Food Service Helpers will receive one (1) uniform in September at no charge thereafter.

2. Transportation Expense

   a. For job-related transportation, school vehicles as may be made available, shall be used.

   b. The use of a private car must be authorized in advance by Superintendent or his designee and approved only when such is to the advantage of the District.

   c. Mileage reimbursement for the use of an employee's private vehicle shall be at the highest non-taxable federal rate. Such rate shall be implemented on July 1 and shall remain in effect at that rate for the balance of the fiscal year.

   d. Any employee who voluntarily uses his/her vehicle for transporting food or materials shall be reimbursed 5¢ per mile above the IRS rate set forth in Paragraph c. above.

   e. Any employee who must travel to a location for any job purposes other than the employee's initial school assignment for that day shall be reimbursed for each mile traveled to and from the other worksite.
3. **In-Service Expense**

An employee who participates in an in-service training program outside his/her normal hours of work or days of his/her normal work year shall be paid his/her regular hourly rate of pay for each hour of actual attendance at such program provided the program was approved in writing and in advance of the course by the Superintendent of Schools or his designee. The District shall also pay any tuition or registration fee for the approved program.

When members of this unit are provided in-service workshops on Superintendent's conference days, members of the particular work group shall have the opportunity to make suggestions for topics to be included in the in-service training.

B. **OVERTIME**

1. **General Overtime**

a. Except in those instances of holiday provisions, an employee shall be paid one and one-half times his regular hourly rate for any work in excess of eight (8) hours in one day or forty (40) hours in one week. For work beyond the employee's normal work day but less than eight (8) hours or beyond the employee's normal work week but less than forty (40) hours, the employee shall receive compensation for such hours at his regular hourly rate of pay.

b. The normal work week is considered to be Monday through Friday.

c. By mutual agreement between the employee and the District, an employee may elect to receive compensatory time, which shall be at the same rate specified in this section, provided such accumulation does not exceed the maximum permitted by law and provided such time is thereafter taken at the time mutually agreed upon between the employee and his/her supervisor.

d. All paid hours in the workweek shall be included in the forty (40) hours total, after which pay shall be at time and a half.

e. Overtime assignments for custodial staff shall be made on the basis of a rotation system from among those interested in the overtime work within the building. The rotation list will start with the most senior employee within the building. Once an individual has performed an overtime assignment, the next assignment will be offered to the next employee on the list. If an employee is unable to perform the duty for whatever reason, the work will be offered to the next person on the list. Once an individual has declined an offer of work, she/he must wait for the next rotation to secure an assignment.

2. **Holiday Pay**

Employees who, because of emergency conditions, are required to work on those holidays for which they normally receive pay, will receive the normal holiday pay to which they
are entitled and, for hours actually worked on such holiday, one and one-half the regular hourly rate being paid for his/her regular employment or position.

3. **Call-in Pay**

Whenever an employee is called in for overtime or holiday work, said employee shall be guaranteed two (2) hours pay at overtime rate.

4. **Extra-Function Pay**

   a. Food Service Helpers shall receive extra-function pay when warranted. The rate for extra-functions is calculated based upon the employee's regular hourly rate of pay, or one and one half times his/her hourly rate of pay in the event the employee works more than eight (8) hours in a day (including time during the regular work day), or forty (40) or more hours in such work week, including the time spent in the extra function. There will be a minimum payment of at least two (2) hours for any extra function.

   b. Such pay will be received when a Food Service Helper is asked to work in an assignment other than the regular task, i.e., serving at evening or weekend meetings, receptions, or building facility use when Food Service serving is requested.

C. **CIVIL SERVICE EMPLOYEES**

All non-instructional employees of the Oneida City School District are subject to the regulations of the Civil Service Commission of the City of Oneida.

Each position is classified as competitive, non-competitive or labor class according to such Civil Service regulations, thus the reference to this employee group as the Classified staff.

Employees in competitive class positions must qualify for their position by examination and, after satisfactorily completing the probationary period, may only be dismissed according to Section 75 of the Civil Service Law.

Employees in non-competitive class positions are not subject to examination but must meet qualifications prescribed in the Civil Service specifications for the particular position.

All classified employees in competitive positions must serve a probationary period of eight to twenty-six weeks during which their service will be evaluated. All other employees are subject to evaluations once each year, as are competitive class employees who have completed their probationary period. If the probationary period is to extend beyond eight (8) weeks, the employee shall receive written notice of said extension.

All classified employees in other than a competitive class position shall serve a probationary period of 26 weeks.
D. **CLERICAL EMPLOYEES**

The normal work week for clerical personnel, including the Data Processing staff, is 35 hours, comprised of five 7-hour days.

E. **TEACHER AIDES, TEACHING ASSISTANTS, HEALTH OFFICE ASSISTANTS, AND CAFETERIA EMPLOYEES**

1. Teaching assistants shall work the same schedule as teachers.

2. Teacher aides and Health Office Assistants shall work the number of hours assigned on days when students are in attendance and shall be paid on the basis of the average number of hours worked per day times 185 days. For example, an employee who works twenty (20) hours per week works an average of four (4) hours per day; an employee who works 12 hours per week (even if such schedule is 3 days, 4 hours per day) works an average of 2.4 hours per day. On days when students are dismissed early, teacher aides and health office assistants may leave early as well.

3. Teacher aides and health office assistants shall also be in attendance for one \( \frac{1}{2} \) day at the Superintendent's conference day each year for appropriate in-service training. The day shall be designated by the District at the beginning of each school year.

5. **Food Service Employees**

   a. Food Service Employees shall be paid for 176 days, including one day before the opening of school; additionally, four holidays (Christmas, New Years, Thanksgiving and Good Friday) for a total of 180 days. Employees shall be assigned to positions of three to six hours per day on a regular daily schedule, which schedule shall be known in advance. For payroll purposes, payment shall be made by computing an "annualized" salary and making payment on a bi-weekly basis. One food service worker may be hired for two hours of scheduled time (as opposed to the three hour minimum) at either Durhamville or Oneida Castle, if needed, for serving and provided no other food service worker or teacher aide can accommodate additional hours.

   b. If an employee has worked the 176 days, and additional services are required for days when students are in attendance, the District shall designate the number of staff members and hours of work, and shall seek volunteers therefor on the basis of the seniority of the employees, on a rotating basis. It is understood that such assignment may require work in another building. In the event that there are not enough volunteers for the necessary work, the District may require employees to fill such positions in reverse order of seniority within the building of the assignment.

   c. On an occasional basis, an employee's regular assignment may require additional work which would extend the employee's work day. In such cases, the employee shall be expected to complete his/her assigned tasks, with such additional work being additionally compensated at the appropriate hourly rate. In the event the assigned employee is unable to
complete the task due to prior personal commitments, another employee assigned to the same facility will complete the task. Such overtime shall be distributed in accordance with the same seniority rotation system described above.

d. In the event that notification of a school delay or school closing is not announced on one of the TV or radio stations designated by the school district for that purpose by 6:00 a.m., any employee who is scheduled to report to work by 7:30 a.m. shall be paid two (2) hours of pay at one and one-half times his/her regular rate of pay. If required to fulfill the requirements of Article IV, Section E.5.a, the District shall schedule another regular day for the food service employee in place of the day lost for the school closing.

F. CUSTODIAL EMPLOYEES

The normal work week for custodial employees is forty (40) hours comprised of five eight (8) hours days.

G. WORK YEAR

All employees in this bargaining unit shall be classified as working either 10, 11 or 12 months, or working the "instructional calendar" and the District reserves the right to designate which position(s) will work which calendar.

1. Twelve (12) month employees shall work all regular work days between July 1 and June 30 of each year.

2. Eleven (11) month employees shall work all regular work days between September 1 and June 30 plus an additional 21 days over the summer, with such additional days being subject to the mutual agreement of the employee and his immediate supervisor.

3. Ten (10) month employees shall work all regular work days between September 1 and June 30 of each year.

4. Instructional Calendar Employees are all employees whose respective work years are set forth in Section E above.

H. LUNCH PERIOD

All employees working more than 4 hours per day are entitled to at least one half hour unpaid lunch break. Employees who work on the second or third shift shall have the option to elect to take a one hour lunch break instead of a one-half hour lunch break provided that the additional one-half hour of his/her work schedule does not require the payment of any additional shift differential premium.

I. SUMMER WORK

If the District will be filling temporary, summer or any other extra pay positions for
which the work is similar to bargaining unit work, notice of such positions shall be posted with a
description of the job requirements and the anticipated rate of pay. Unit employees who
normally perform similar duties and who indicate their interest in the position shall be given first
consideration for the position. Further, if the posted position is a summer position with the scope
of duties and responsibilities identical to those fulfilled by unit members during the school year,
and if a unit employee applies for such position, then such employee shall be compensated at the
same rate of pay as (s)he normally receives. If mutually agreed upon between the employee and
his/her supervisor, the employee may extend his/her work time into the summer without
additional pay if equivalent release time during the normal work year is provided to the
employee.

J. **SHIFT DIFFERENTIALS**

In the event that a full-time employee works five or more hours between the hours of
2:30 p.m. and 10:30 p.m., but not beyond 11:30 p.m., such employee shall receive the second
shift premium differential for all hours. Full time employees who are regularly scheduled to
work five or more hours between 11:30 p.m. and 6:00 a.m. shall be entitled to the third shift
differential. Regular day shift shall not commence before 6:00 a.m.

Custodial employees working the second or third shift shall maintain their regular shift
hours on all days during the school year (September - June), except when the majority of
students do not report for school on a given day or for a period of up to one week, if it is
mutually agreed upon between the building administrator and a majority of the custodial
employees, such employees may work the day shift on such days. The building administrator
shall notify the building representative if such shifts are to be changed. All custodial employees
shall work the day shift during the summer. In the event that there is a night use scheduled in the
building on a day when night shift employees have reverted to the day schedule and a custodial
employee is needed at night, a night shift employee will be assigned to cover the assignment.
Such night shift employees will rotate the night assignment.

Part-time employees shall be paid a shift differential (pro-rated) if the majority of their
assigned hours fall within the 2nd or 3rd shift.

K. **SUBSTITUTE WORK**

Unit employees shall be given the opportunity to perform extra duty jobs or substitute for
other absent unit employees before anyone outside the bargaining unit is employed in such
capacity, provided such work does not interfere with the employee's regular job duties. The
availability of such work shall be made known to the employees by the administration. Unit
employees in the building where the work is to be performed shall be given preference over unit
employees from other buildings. At the sole option of the District, if such extra assignment shall
result in overtime compensation, the District may elect to use a substitute employee in lieu of
paying overtime compensation for such work.
L. **AED USAGE**

The Oneida City School District will indemnify, hold harmless and defend its employees from claims, suits, actions and legal proceedings brought by third parties against the employee in his or her capacity when using CPR or an AED, provided the employee has successfully completed District sponsored or District approved training in the use of CPR and AEDs, and has maintained such certification through the American Red Cross, the American Heart Association or other District designated organizations. Such employee protection as referenced above shall be the same protections as are afforded under Education Law §§3023 and 3811 whether or not such provisions actually apply to the employees utilizing an AED or performing CPR, provided that the employee is acting within the scope of his employment or the employee acts voluntarily at a District sponsored event or activity.

**ARTICLE V**

**JOB PROCEDURES**

A. **SENIORITY**

1. Seniority shall begin from the first date of employment by the District and shall be based on continuous employment with the District, including all approved paid leaves of absence and absences qualifying under the Family and Medical Leave Act.

2. If at any time it is necessary to institute a reduction in force, seniority within the appropriate Civil Service title shall be the sole factor governing the reduction. Laid off employees shall be placed on an Eligibility list for a period of four (4) years.

As long as there is no legal prohibition, an employee who is excessed (i.e., the least senior employee in a job classification for which a position is eliminated) from one job title may assume the position of the least senior employee in any other job title in the District previously occupied by such employee provided (s)he has greater District service than the employee in the job classification to which (s)he seeks to return. It is expressly understood that the employee shall work the same schedule as the employee (s)he is displacing, and that his/her rate of pay will be appropriately adjusted for the work year of the position, if changed, by adding or subtracting the difference between the starting salary rates for such positions.

3. Recall - Employees who have been laid off last in the appropriate Civil Service title shall be the first to be recalled in the appropriate Civil Service title.

4. Any employee who is to be laid off shall receive at least one month's written notice of same. Additionally, 10 month or instructional calendar employees who will not be retained for the following school year shall be notified as soon as possible but in no event later than June 30th.
B. JOB POSTING

1. Notice of all non-instructional openings within the District shall be posted at the locations designated pursuant to Article III A.2, and at the District Office, for at least five (5) work days prior to the time the position is filled -- except for temporary, emergency appointments. Such notice shall include a job description, salary notice, and work location of said position. While outside recruitment efforts may be undertaken simultaneously to the District advertising, incumbent unit employees who qualify for the position shall have preference over outside candidates.

2. All applications for such positions shall be in writing, formally acknowledged by the District. Employees formally submitting an application shall be granted an interview for the vacancy.

3. From July 1 to September 1, job notices, in addition to posting, shall be mailed to the President of the Union.

4. Appointments to fill the vacancy shall be made in accordance with applicable provisions of Civil Service law and rules.

C. TRANSFERS/ASSIGNMENTS

1. In making promotions and/or transfers of assignment, seniority of the individual employee within the job unit shall be a factor. For the purposes of this Article, job units shall be clerical, teacher aide, teaching assistant, custodial and food service. Teacher aides and food service staff shall have the preference over non-unit applicants for positions outside their job unit. In any transfer, employees retain their total length of service for all benefits purposes.

2. Involuntary Reassignment

   No employee shall be involuntarily reduced in assigned hours or work year before a less senior employee.

   If a bargaining unit employee is reassigned by the District to another position within his/her job classification, including assignment to a different work shift, the employee shall receive written notice ten (10) work days in advance of the assignment stating the reason, wage rate, status of position and name of immediate supervisor in the new assignment. The employee and/or Union Representative may request a conference with the appropriate supervisor, except in emergency situations, prior to the effective date of the reassignment. In the event of an emergency situation, the ten (10) day notice requirement shall be waived, and such notice will be given as is practicable under the circumstances. Further, if the District changes employee work shifts within the same building, the District will consider the seniority of the respective employees within the building and will, in the absence of extenuating circumstances, make such assignments based upon the preferences of the employees, with the preferences accorded to the more senior employees first. If the District does not follow the seniority
preference of the employees, it shall have the burden of proof for establishing the extenuating circumstances upon which it relies and the necessity for ignoring seniority.

3. **Extra Classroom Aide Time**

In order to provide classroom aide time to fulfill the mandates imposed by the provisions of the District's labor agreement with the Oneida Teachers Association (Article XIII, Sec. B), the District will attempt to make a good faith estimate as to the amount of aide time required within each building. The Principal of each building shall have the authority to assign aides within his/her building, as limited by the number of hours each teacher aide is hired for each school year, to meet the changing classroom needs. In the event that further teacher aide hours are required within a particular building in order to fulfill the mandates of the Teacher contract, the following procedures shall apply:

a. A job posting specifying the classroom in which the aide time is needed will be made and posted in all buildings for five (5) work days.

b. All applicants shall apply, in writing, to the location specified.

c. Priority of appointment shall be as follows and the District shall rearrange work schedules if at all possible and if necessary to accommodate the senior applicant:

   i. Most senior employee in the teacher aide classification in the building in which the extra work is created due to student enrollment.

   ii. All other teacher aides throughout the District by seniority and then any aide on the recall list will be offered the hours.

   iii. All other unit employees throughout the District by seniority.

d. Payment for such additional service shall be by voucher system on a bi-weekly basis. The hourly rate for such additional hours shall be the individual employee's regular rate plus $.98 cents per hour for 2008-09, $1.02 per hour for 2009-10, and $1.06 per hour for 2010-11. The additional hours at the higher rate shall be paid for all hours actually worked plus paid leave days if such are taken.

e. In the event that student enrollment in any given teacher's classroom diminishes below the Teacher contract aide time eligibility number, the teacher aide performing the services in that classroom, without regard to such employee's seniority, may be relieved of

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1 In the event that the District must hire extra classroom aides who are not current District employees, such employee shall be paid by voucher at the entry rate (without supplement) for teacher aides. Such employee shall be eligible for fringe benefits based on hours scheduled. Such employee shall also be given five (5) days notice if the position is no longer required. Further, for each full month of employment, the employee shall receive one additional day's pay. If the person continues into employment in the following school year, such person shall be placed on payroll and paid accordingly.
those additional hours. However, the District shall give at least five (5) days written notice of such loss of hours.

f. It is further understood that such additional hours paid by voucher under this provision shall not count for the thirty (30) hour minimum level for fringe benefit eligibility.

g. Nothing contained herein shall be construed to limit the right of the District to create an additional position(s) to provide the level of services necessary. In the event that a new position(s) is created, such position shall be subject to the posting requirements set forth in Article V, Section B.

h. Nothing contained within this provision shall be construed to allow the District to utilize these procedures to avoid its obligation to appoint a regularly employed teacher aide to a thirty (30) pupil K-6 class assignment. It is understood that the only circumstances in which an employee is paid by voucher are those set forth in Article V, Section C.3.

D. PERSONNEL INFORMATION AND DATA

1. Information for New Employees

Upon beginning employment, and within fifteen (15) school days from effective date of employment, the District will furnish the employee with all relevant information, as is available, concerning District programs relating to Retirement System, Social Security, and Insurance.

2. Data and Records

a. The employee is responsible for filing payroll information and other personnel data, as requested by the District, and thereafter to inform the District of any change in personal status that may affect such payroll or program relationships.

b. Bargaining unit employees shall have the right to review their personnel file, with the exception of pre-employment letters of recommendation and other pre-employment confidential information. The personnel file may not be removed from the office location by the employee or his representative. Copies of any material contained in the personnel file of the bargaining unit employee or his representative shall be available to the employee or his representative with the cost for such copy being paid by the employee. The personnel file mentioned herein shall be that file as maintained in the District Administration Office.

c. The bargaining unit employee has the right to attach a rebuttal to any material placed in his personnel file.

d. Access to the personnel file of any bargaining unit member shall be limited to such reasonable times as a designated member of the District's administrative staff (Superintendent, Assistant Superintendent, or School Business Administrator) can be present to witness the inspection of the file. A bargaining unit member may have access to his personnel
file within three (3) working days after submitting to the office of the Superintendent his/her request to review its contents.

Time required to gain access to the personnel file of the employee when such access is desired in relation to a grievance shall not adversely affect the time limits stipulated in the grievance process.

e. An employee's signature, if required, is to be affixed to any material to be placed in his/her file and indicates only that he/she has knowledge of the material being so placed.

f. If material relating to an employee's job performance is placed within an employee's personnel file, the District will insure such material is accurate and the employee will be given the opportunity to review the material before it is placed within his file. The employee shall sign the material to show that he has reviewed the document but not necessarily in agreement with the contents thereof. The employee shall also have the opportunity within seven days of review of the document to submit a rebuttal or explanation thereto which shall be attached to said document.

E. EMPLOYEE EVALUATION

1. Purpose

The District and Union agree that all employees shall be evaluated in order that the District and the individual employee will have an appraisal of the employee's performance.

2. Procedure

   a. Criteria and the form used in the evaluation process shall be made known to the employee.

   b. At least one such written evaluation of each employee shall be made each year by the employee's supervisor and a copy of the report reviewed with the employee prior to its becoming a part of the employee's personnel record. The employee and evaluator will sign each such written report to acknowledge such evaluation; one copy of the report shall be given the employee. The evaluation shall usually not be made during the first month of employment and in no cases shall it be made during the first week. For continuing employees these evaluations shall be made between October 15 and May 15.

3. Employee Discipline

Employees shall not be disciplined, i.e., reprimanded, fined, reduced in rank or compensation, suspended or dismissed, without just cause.
a. Any employee against whom the District is considering discipline as set forth above shall be notified, in writing, of the particular charges against him/her, and of the right to a hearing on such charges.

b. If the District and the employee agree, a meeting shall be held between the parties to attempt to reach a satisfactory resolution of the charges prior to any hearing.

c. If there is no resolution of the issue between the parties, the employee, with the concurrence of the OSEU, may, within ten (10) days after the receipt of any charges, submit the dispute to an advisory arbitrator chosen pursuant to the rules of the American Arbitration Association. Within ten (10) days of receipt of the advisory recommendation, and the transcript of the hearing, the Board of Education will meet to review such material and make a final determination with respect to the matter in dispute. Any determination of the Board of Education shall be subject to review in accordance with the rules and procedures of Article 78 of the New York Civil Practice Law and Rules.

d. The procedures set forth herein constitute the procedures to be utilized for all bargaining unit members, and will be utilized in lieu of Section 75 of the Civil Service Law in the event an employee is eligible for the protections afforded by such statute and chooses, in writing, to use this contractual mechanism.

e. The provisions of this section shall be applicable only to employees who have satisfactorily completed his/her period of probationary service.

f. All costs associated with the selection of the arbitrator and the conduct of the hearing, including the cost of the transcript, shall be shared equally by the parties.

4. **Job Descriptions**

The District agrees to establish and maintain job descriptions for bargaining unit members. Copies of said job descriptions and any future alterations will be provided to the bargaining unit member and the Union.

**ARTICLE VI**

**MEDICAL EXAMINATIONS**

**A. PURPOSE AND PROGRAM**

1. The District and Union recognize that, to safeguard the health of pupils and to determine the employee's physical and mental capacity to perform his/her duties, the District may require an employee to submit to a prescribed medical examination, as evidence of job fitness, at any time at the expense of the District.
2. In addition to those examinations as required by law, a selective program of physical examinations for new employees shall be in effect.

   a. New employees, when so required, shall have such examination completed prior to effective date of formal appointment.

B. PROCEDURES AND COSTS

   1. Examinations required shall be performed by the School Physician employed by the District, or any other physician to whom he may refer the employee. The pre-employment physical examinations, as prescribed by the District and recorded on the District examination form, may be performed by the employee's personal physician in which case the employee will be reimbursed up to $55.00 for the examination expense incurred, upon submission of copies of the doctor's invoice for services rendered.

   2. In cases of pre-employment physical examinations by the personal physician, the examination records shall be forwarded to the School Physician by the personal physician. The School Physician shall retain the same and certify the completed examination to the District.

C. RECORDS

Records relating to an employee's physical or mental health shall not be considered as matters of public record and access to such records shall be limited to those people who have a legitimate interest therein.

ARTICLE VII

LEAVES

A. Employees shall be entitled to sick leave without loss of pay, pro-rated for part-time employees.

B. Employees shall receive the following sick leave entitlement:

   1. 12-month employees -- 13 days per year accumulative to 305 days.

   2. 11-month employees -- 12 days per year accumulative to 284 days.

   3. 10-month employees -- 11 days per year accumulative to 269 days

   4. Instructional calendar employees -- 10 days per year accumulative to 259 days.

C. Current sick leave entitlement will be credited to each employee at the beginning of the school year with such leave being added to any sick leave accumulation the employee had at the end of the preceding year.
D. Up to one-half of the sick leave days granted each year may be used for illness in the immediate family (spouse, child, parent or any individual residing in the household on a permanent basis) when such illness requires the attention of the employee. It is expressly understood that sick leave days accumulated in prior years are available only for personal illness and not illness in the immediate family.

E. Any unused sick leave days shall be carried forward, but the total of accumulated leave shall not exceed the limit specified above.

F. Employees who begin employment during the school year shall be credited with a pro-ration of the annual sick leave based upon time remaining between the starting date and the following June 30. Such days shall be determined at the initial date of employment and credited to the employee at that time.

G. The District may require a doctor's certificate for absences of three days or more, or under such other conditions as may be determined by the Superintendent of Schools.

H. Upon retirement, unit employees who have served the District at least ten (10) years and who have accumulated sick leave entitlement will be eligible to receive payment for all such unused sick leave at the rate of $55.00 per day for all of the sick leave days remaining at the time of retirement. Payment for these days shall be made as a non-elective employer contribution to a 403(b) plan as described in Article XII, Section E.

Requests for such payment must be filed with the Superintendent of Schools prior to January 1 of the year in which retirement will take place, except in cases of disability retirement in which case the notice requirement shall be waived.

Sick leave credited for the school year of retirement shall be reduced proportionately in accordance with the time actually worked.

In the event an employee with ten (10) years of District service is laid off, (s)he shall be eligible for this benefit at the time (s)he loses his/her employment.

I. OTHER LEAVE TIME

1. Serious Sickness or Death

Employee shall be permitted leave days with pay for the following reasons provided that they are employed an average of twenty (20) hours or more each week. Employees hired after September 9, 2009, must be employed for an average of thirty (30) hours or more each week to qualify for such leave.

a. Up to ten (10) days of leave shall be available for each instance of serious sickness and/or death in the immediate family. All cases are to be substantiated by the immediate supervisor. Immediate family shall consist of the spouse, child, parent, legal
guardian, sister, brother, grandparents and grandchildren. In addition, a person who is not in the named immediate family but who is a member of the employee's household shall qualify as immediate family.

b. Up to five (5) days leave with pay shall be available to each employee for each instance of serious sickness, as substantiated to his/her immediate supervisor, or death for the employee's or his/her spouse's mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law.

c. One (1) day's leave with pay shall be available to each employee to attend the funeral of the employee's or his/her spouse's aunt or uncle. An employee working an average of less than 20 hours per week shall also be entitled to one day off, with pay (non-cumulative) for each death in his/her family.

2. Personal Leave

a. All unit members shall be entitled to three (3) school days of Personal Leave per school year, prorated for part-time employees. Such days may be utilized in half day (a.m. or p.m.) units or full day units. Any unused Personal days shall be credited to the employee's Sick Leave account at the end of the school year.

b. Unit members shall be required to notify their supervisor of their intention of using a Personal Leave day at least three (3) days prior to the date of the Leave, except under unusual circumstances. The purpose of this Leave is to permit an employee to attend to personal matters which cannot be accomplished during other than normal working hours. Reasons for Personal Leave need not be stated for the first two Personal Leave days so taken; reason shall be required for the third Personal Leave day, if taken.

c. For instructional calendar employees, Personal Leave days must not be taken on days immediately preceding and/or subsequent to scheduled vacations. For purposes of this section, vacation shall mean any time schools are closed consecutively for five calendar days or three school days.

d. An employee working an average of less than 20 hours per week shall be entitled to one (1) Personal Leave day per year for which no reason need be stated. Employees hired after September 9, 2009, must be employed for an average of thirty (30) hours or more each week to qualify for such leave.

3. Qualification

For purposes of this section and any other part of this agreement specifying a 20 or 30 hour requirement for fringe benefit purposes, if an employee is involuntarily reduced below 20 (or 30) hours, s/he will still be eligible for the fringe benefits. If an employee voluntarily elects to work less than 20 hours (or 30) s/he will no longer be eligible for such fringe benefits.
J. SICK LEAVE BANK

1. A Sick Leave Bank has been established and shall be administered in accordance with the guidelines set forth herein.

2. Each member of the Oneida City School Employee's United bargaining unit may contribute Sick Leave to become a member of the Sick Leave Bank, with such contribution being made on appropriate authorization forms to be supplied by the Sick Leave Bank Committee.

At no time may the number of available days in the Sick Leave Bank exceed three (3) times the number of employees in the Oneida School Employees United bargaining unit except for days in excess of such total which are contributed by newly enrolled members of the Sick Leave Bank.

3. To draw from the Sick Leave Bank, the employee must:
   a. Have made a contribution to the Sick Leave entitlement from his own available Sick Leave.
   b. Have utilized all current accumulated Sick Leave entitlement available to him.
   c. Submit request for use of Sick Leave Bank to Sick Leave Bank Committee.
   d. Provide such medical evidence as may be required at such intervals deemed appropriate by the Sick Leave Committee in order to verify the requested withdrawal.

4. The accumulated total of the Sick Leave Bank shall be maintained through the combined efforts of the Oneida School Employee's United and the District.
   a. Sick Leave days borrowed from the Bank shall be repaid at a rate agreed to by the employee and the Sick Leave Bank Committee.
   b. Days contributed to the Sick Leave Bank by any member of the Bank shall remain in the Bank. Sick days will not be restored to the individual credit of the member.
   c. At such time as the total available days in the Bank shall fall below fifty (50) days, the Sick Leave Bank Committee may call upon its members to contribute additional days at a rate sufficient to restore the available days within the Bank to an acceptable total, such total not to exceed the established limits of the Bank.
   d. Once each school year, before October 15, the Sick Leave Bank Committee may solicit new members for the Bank from among the members of the bargaining
unit who are not participants of the Bank. Such new members shall be entitled to full privileges of the Bank upon contributing two Sick Leave days from their individual entitlement.

5. The Sick Leave Bank Committee shall consist of the President of the Union or his designee, the Superintendent or his designee, and one other member of the Union appointed by its Executive Committee. The Sick Leave Bank Committee shall review each request for withdrawal of sick time from the Bank and make a determination relating thereto. The committee shall also conduct such other activities as may be required to fulfill the obligations of the Sick Leave Bank. Decisions of the Sick Leave Bank Committee will not be subject to the Grievance Procedure of this Agreement.

K. JURY DUTY

1. Bargaining unit employees called for jury duty will be allowed to fulfill this duty at no loss of pay. For such days on which the employee serves on jury duty, the District will pay the employee his/her regular daily rate of pay and the employee shall reimburse the District any compensation received from the applicable court for those work days less travel, meals or other expense reimbursement.

2. Employees serving jury duty will be expected to report for work on any day in which he has been excused from jury duty by eleven o'clock a.m. and the employee shall return to work in a timely manner to be available for duty immediately following the normal lunch period.

L. UNPAID LEAVE

1. Bargaining unit employees shall have the right to extended unpaid leave of absence for child care or family purposes. Such leave may be up to one (1) year and, for instructional calendar employees, shall terminate on a date coincidental with the end of either the first semester or the end of the school year. Extensions of the leave shall be granted for up to an additional year if the request for the extension is due to a medical problem certified by a physician. Extension requests for other reasons shall be reviewed by the Superintendent and the Board of Education, who shall have sole discretion as to whether or not the extension will be approved.

   Employees may request extended unpaid leaves of absence for other reasons. Such requests will be reviewed by the Superintendent and the Board of Education, who shall have sole discretion as to whether or not they will be approved.

   If an employee has been on an unpaid leave of absence for two or more consecutive years, for any reason(s), any request for an extension thereof shall rest within the sole discretion of the Superintendent and the Board of Education.

2. Requests for such leaves must be submitted in writing to the Superintendent at least thirty (30) calendar days prior to the commencement of the requested leave. The request shall state the reason for the request and the duration of the requested leave.
3. Employees on extended unpaid leave of absence shall, no less than ninety (90) days prior to the expiration of the leave, notify the Superintendent, in writing, of their intent to return to employment at the expiration of the leave.

4. No employee benefits based on length of service shall accrue during the period the employee is on unpaid leave of absence nor shall any employee be entitled to paid sick leave during the leave of absence.

5. Full Employee benefits earned prior to the leave shall remain in effect during the leave and shall not be diminished upon the return to active service.

6. Health insurance premiums, or any other benefits paid in full or part by the District, must be paid in full by the employee during the period of such leave if the employee wishes to retain such coverage, except as otherwise provided under the Family and Medical Leave Act. Applications for an FMLA leave are appended hereto and are available in the District office.

M. VOLUNTEER FIREMAN

Employees absent from work due to their volunteer service as firemen shall be granted leave with pay, as may be necessary, in order to perform such service. Such absence shall not be deducted from any other leave allowance.

N. MILITARY SERVICE

A unit employee who is called upon to perform military service shall be entitled to receive contractual benefits for a period of time up to one year while on leave for such duty. The employee shall be responsible for his/her share of any premium due on the same basis as if he/she were actually employed.

ARTICLE VIII

LEAVE ALLOWANCE FOR 10, 11 AND 12 MONTH EMPLOYEES

A. VACATION

Vacation entitlement will be determined as of July 1 each year in accordance with the Vacation Allotment Schedule and will be made available to employees.
# VACATION ALLOTMENT SCHEDULE

<table>
<thead>
<tr>
<th>Years of Continuous Service on last Anniversary Date</th>
<th>10-Month Employees</th>
<th>11-Month Employees</th>
<th>12-Month Employees</th>
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<tbody>
<tr>
<td>1</td>
<td>8</td>
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<td>18</td>
<td>21</td>
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<td>21</td>
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</tbody>
</table>

**NOTE:** Vacation entitlement is determined by the length of credited service the employee has as of July 1. If such amount is less than one year of service, the amount of vacation entitlement will be pro-rated accordingly. In the event that an employee retires from service with the District, the employee shall be eligible to receive any additional vacation time accrued between July 1 and the date of retirement.

A maximum of five days vacation which has not been used as of June 30 may be carried over into the following school year and added to the entitlement for that year. Any unused vacation days in excess of five shall be added to the employee's accumulated sick leave days.

## B. HOLIDAYS

1. All 10, 11 and 12 month employees shall be paid for the following holidays:

   - Labor Day
   - Columbus Day
   - New Year's Day
   - Veteran's Day
   - Thanksgiving observance and the day after
   - Christmas observance and one additional day
   - Martin Luther King, Jr. Day
   - President's Day
   - Good Friday
   - Memorial Day observance
All 12 month employees shall also be paid for Independence Day.

If a holiday falls on a Saturday, it shall be celebrated on the preceding Friday; if a holiday falls on a Sunday, it shall be celebrated on the following Monday.

2. In the event one of the above named holidays falls on a day school is in session, all employees shall work such day and the President of the OSEU and the Superintendent of Schools shall meet to determine an alternate holiday.

ARTICLE IX

INSURANCE

A. A comprehensive Health Insurance Plan providing hospital, doctor and other medical benefits will be made available to all bargaining unit employees with 100% less one dollar of the cost of such insurance coverage of the employee being paid by the District and 80% of the cost of the coverage for dependents of the employees under a standard "family type" plan being paid by the District. Bargaining unit employees wishing to participate on an individual basis shall contribute one dollar towards the cost of the coverage; bargaining unit employees wishing to participate in the dependent coverage shall contribute one dollar towards the cost of the individual coverage plus 20% of the cost of the additional dependent coverage.

In addition to health insurance coverage, each participating employee shall receive $10,000 in term life insurance coverage and $10,000 in accidental death and dismemberment insurance coverage.

The health insurance plan shall be a fully insured product regulated by the New York State Insurance Department.

Effective no later than January 1, 2006, the plan shall be the MOH-Blue Preferred PPO provided by Blue Cross Blue Shield of Utica-Watertown through the Madison-Oneida-Herkimer Health Care Consortium. The plan documents detailing the benefits and related information shall be signed and dated by the parties to this collective bargaining agreement and shall be incorporated herein by reference. Unless agreed to in a signed written memorandum of agreement between the OSEU and the District, there shall be no change in any aspects of the plan, written and unwritten, including but not limited to such matters as benefit levels, enrollment eligibility and administrative features that directly impact upon covered individuals.

For out of network benefits there shall be an annual $100 individual deductible and a $300 deductible for family. The out of pocket annual maximum for an individual is $1,000 and $2,500 for the family.

Prescription drug coverage shall also be provided. The co-payment on prescription drugs shall be $10.00 for generic and $20.00 for brand drugs. The co-payment for mail order shall be
the same as at the retail pharmacy; however, the mail order prescription shall be for a three-month supply with one co-payment. Medicare eligible insureds shall continue to have their prescription drug coverage provided the same as those who are not Medicare eligible.

Effective as of January 1, 2010 a three tier prescription co-payment plan shall be implemented. The co-payment for Tier 1 (generic drugs) shall be $10; the co-payment for Tier 2 drugs shall be $20.00 and the co-payment for Tier 3 drugs shall be $35. The co-payment for a 90 day (or mail order) supply shall be two times the thirty (30) day co-payment applicable to the appropriate Tier of the drug. Medicare eligible insureds shall continue to have their prescription drug coverage provided the same as those who are not Medicare eligible.

For the period January 1, 2010 through June 30, 2010, for all prescription drug co-payment costs in excess of the levels for the 2007-08 school year, as set forth more specifically below, the employee shall annually be responsible for the first $50 co-payment costs in excess of the 2007-08 contribution for individual coverage or for $100 costs in excess of the 2007-08 co-payment cost if the employee has family/dependent coverage (the deductible)\(^1\). More specifically, these amounts are as follows:

<table>
<thead>
<tr>
<th>Prescription Type</th>
<th>Co-Payment</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 day Tier 3 drug</td>
<td>$15</td>
<td>($35 current payment - $20 old payment)</td>
</tr>
<tr>
<td>Mail order Tier 3 drug</td>
<td>$50</td>
<td>($70 current payment - $20 old payment)</td>
</tr>
<tr>
<td>Mail order Tier 2 drug</td>
<td>$20</td>
<td>($40 current payment - $20 old payment)</td>
</tr>
<tr>
<td>Mail order Tier 1 (generic) drug</td>
<td>$10</td>
<td>($20 current payment - $10 old payment)</td>
</tr>
</tbody>
</table>

Effective July 1, 2010 for the school year 2010-11, and for each school year thereafter, the employee payment shall be $100 for individual coverage and the employee payment for family/dependent shall be $200\(^2\).

For any co-payment costs in excess of the deductible for a given school year, the District shall reimburse the employee 100% of the additional cost. Reimbursements shall be made quarterly.

The District shall make available any information and provide copies of any documents concerning the operation of the MOH Health Care Consortium, its health plans, its financial conditions and any matter pertinent to the subject as may be requested by the OSEU. The

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\(^1\) For the family co-payment if any member of the family has such costs in excess of the $50 individual deductible, such member shall be eligible for reimbursements. When other member(s) of the family have such aggregate costs in excess of an additional $50, all further costs for all family members will be eligible for reimbursement.

\(^2\) For the family co-payment if any member of the family has such costs in excess of the $100 individual deductible, such member shall be eligible for reimbursements. When other member(s) of the family have such aggregate costs in excess of an additional $100, all further costs for all family members will be eligible for reimbursement.
Superintendent will notify the OSEU president in advance of any MOH Board of Directors meeting and provide a copy of the minutes of such meetings.

B. The same Health Insurance Plan, with the same premium sharing arrangement, will be available to the retired members of the bargaining unit who have been employed by the District for a period of not less than ten (10) years and who have actively participated in the Health Insurance Plan immediately preceding their retirement. Any employee who meets the qualifying years of service in the City School District who elects to vest his retirement benefits must maintain active participation in the Health Insurance Plan throughout such period of vesting in order to qualify for the premium sharing benefits of health insurance at the time of actual retirement.

C. The Health Insurance Plan shall not be available to employees hired for an anticipated period of employment of six months or less. The Health Insurance Plan shall be made available to the surviving dependent(s) of an employee or retiree who had been employed with the District for ten (10) years immediately preceding the date of death or date of retirement from the District and had participated in the health plan. Surviving dependent(s) shall have their health insurance premiums paid in full by the District for six (6) months following the death of the employee or retiree. Thereafter the surviving dependent(s) must pay the full cost of such continued coverage.

D. The Association will participate in a health insurance committee, with representatives from the OTA and the OAA, to review the present health insurance program. However, no changes shall be made without the written agreement of the District and the Association, which consent shall not be unreasonably withheld. The District shall continue to provide life and accidental death and dismemberment at the current level through an insurance carrier licensed in New York.

E. The District shall contribute $925 per year per participant for a dental insurance plan selected by the Union. In addition, the District shall provide for wisdom teeth removal costs at UCR rates if such a rider is available. New employees may join such plan within thirty (30) days of the commencement of employment. There will be two other enrollment periods for existing employees, in June for coverage effective July 1, and in October for coverage effective November 1. Other changes from individual to family or family to individual may take place at the first of the month following notice to the District in the event family circumstances change. In the event that the Union elects to change carriers, it shall give the District at least three (3) months notice before the change takes effect.

The Union shall have the right to operate a self-funded plan at any time. At the time the plan commences, if it does, the District shall provide the OSEU with the remaining allocation of the funds allotted for dental insurance premiums based upon the employees actually enrolled as of such date. If the dental fund is established, the District shall contribute the full amount per participant, providing the OSEU 50% of such funds in July, and 50% of such funds in the following January. The OSEU shall assume the full liability for the operation and maintenance of such program. The OSEU shall comply with all applicable laws with respect to the establishment and operation of the program and shall provide the District with copies of all relevant plan documents or official government filings.
F. Bargaining unit employees who are eligible to participate in the health insurance program, but elect not to enroll in such health insurance plan, shall receive, at the District's expense, $10,000.00 term life insurance coverage and $10,000.00 accidental death and dismemberment insurance coverage.

G. The District shall provide, through a mutually selected carrier, a disability income protection program which shall provide a benefit equivalent to two-thirds (2/3) of any employee's pay to begin after an elimination period of 180 days or until expiration of an employee's accumulated sick leave, whichever is greater. Such payment shall continue until an employee reaches the age of 65, but it is understood that an employee must apply to Social Security and the applicable New York State Retirement System for any benefits they provide if the employee shall be so disabled as to be precluded from returning to employment. Any change in the disability plan or carrier must be mutually agreed upon. The OSEU will cooperate with the District in any endeavor to review the coverage, but the District must provide a specific proposal with all policy information.

H. Insurance benefits under the above provisions are available to all bargaining unit members working an average of 20 or more hours per week except for dependent health insurance benefits which requires a 25 hour workweek for those employed after March 15, 2006. Once an employee has served the District for five years, s/he may qualify for dependent health insurance benefits at the 20 hour workweek. Employees hired after September 9, 2009 must work an average of thirty (30) or more hours to qualify for either single or dependent health insurance coverage.

Hours added pursuant to Article V.c.3. are not included in the hourly workweek noted above.

Those hired to work for fewer than the qualifying hours may participate in all group plans but must be solely responsible for the premiums.

I. If a member of the bargaining unit is laid off from employment, the District shall continue to pay the premium for the employee's health insurance at the same contribution rate as an active employee, for up to six (6) months following the employee's last day of active service, provided:

1. The employee is unable to find a position or if the employee is able to find a position, the position does not provide health insurance coverage; and

2. The employee is unable to obtain health insurance coverage under a spouse's health insurance program.

After the first six (6) months, the employee may elect to remain within the District's group health insurance program for an additional six (6) months, but must pay the full premium cost.
NOTE: All unit employees shall have the full protection and benefits under the law notwithstanding the above provision.

J. FLEXIBLE SPENDING PLAN

OSEU bargaining unit employees may participate in the existing District flexible spending plan that has been established pursuant to the IRS regulations. This plan may be utilized for premium payments, dependent care, and unreimbursed medical expenses. The District may transfer the administration of the flexible spending plan to a program administered by the Madison-Oneida BOCES provided the BOCES provides reimbursements at least twice a month and further provided that the BOCES shall administer the District's plan document as it relates to premium payments, dependent care and unreimbursed medical expenses.

K. The District shall provide a fully paid group vision plan for individual and family. The plan shall provide an annual benefit through Davis Vision and NYSUT Member Benefits under the plan design called "Designer Gold". Those who have been employed by the District for a period of not less than ten (10) years shall receive this fully paid benefit in retirement. (This plan will be extended to current retirees as well as prospective retirees.)

ARTICLE X

RETIREMENT

Retirement benefits for employees are offered through the New York State Employee's Retirement System. Employees belonging to the System prior to July 1, 1976 are enrolled in the New Career Plan 75(i). All costs of this plan are paid by the District.

Employees joining the System after July 1, 1976 belong to the CO-ESC Plan. Under this plan, the employee must contribute 3% of his gross earnings each pay period to the cost of his/her retirement plan.

Membership in Retirement System is mandatory for all 12 month employees. Members in the System is optional for all employees working less than 12 months per year.

Inquiries relative to the New York State Employees' Retirement System should be directed to the Business Office.

The benefits included in the above retirement plan are not subject to the grievance procedure.
ARTICLE XI
GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance is a complaint by a member or group of members of the bargaining unit or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

2. The term "supervisor" shall mean any building principal or other administrator responsible for the area in which an alleged grievance arises.

3. Aggrieved party shall mean any aggrieved person or group of persons in the bargaining unit, or the Union, who shall file a grievance.

4. Day is any normal workday.

B. PROCEDURES

STEP 1

1. If a bargaining unit member feels that he/she may have a grievance, he/she shall first discuss the matter with his/her immediate supervisor in an effort to informally resolve the problem. In the event that the grievance is not so resolved, the bargaining unit member shall present the grievance to the immediate supervisor, in writing, notifying the immediate supervisor that with this submission the grievance procedure is being invoked, and request a response from the immediate supervisor.

2. Within five (5) working days after the supervisor has received such written statement of the alleged grievance and the request for a response thereto, the supervisor shall render a decision relating to the disposition of said grievance and present it in writing to the aggrieved party.

STEP 2

1. If the grievance is not resolved to the satisfaction of the aggrieved party at Step 1, the aggrieved party may appeal to the Superintendent. To do so, a statement of the alleged grievance, together with other relevant data, must be submitted, in writing, by the aggrieved party to the Superintendent within (10) working days of the release of the written decision of the immediate supervisor through the Step 1 procedure described herein.

2. Within ten (10) working days after the Superintendent has received such written statement of the alleged grievance and other relevant data and the request for a decision relating thereto, the Superintendent shall render such decision relating to the disposition of said grievance and present it, in writing, to the aggrieved party.
STEP 3

1. If the grievance is not resolved to the satisfaction of the aggrieved party at Step 2, the aggrieved party may call for the convening of the Employee Grievance Appeal Board by submitting written notice to the presidents of both the Board of Education and the Union within ten (10) working days of the release of the written decision of the Superintendent through the Step 2 procedure described herein. Subsequent to the receipt of such request, both presidents, or their representatives, shall meet to establish the employee Grievance Appeal Board.

Such Employee Grievance Appeal Board shall consist of one representative selected by the Board of Education, one representative selected by the Union, and a third party selected jointly by the presidents of both the Board of Education and the Union, or their representatives. In the event that these two parties are unable to agree upon the choice of a third party, or to obtain a commitment from a third party within five (5) working days of the date that the grievance is referred to the Employee Grievance Appeal Board, a request will be made to the American Arbitration Association, by either party, for a list of arbitrators from whom to seek an acceptable third party and a commitment from that individual to review the alleged grievance. Both parties will be bound by the rules of the American Arbitration Association relating to the selection of a third party. Cost relating to the services of the third party, including necessary expenses, if any, shall be shared equally by the District and the aggrieved party.

2. Upon the selection of the Employee Grievance Appeal Board, the aggrieved party shall be notified by the President of the Union with such notification to contain a request for the submission of a written statement of the alleged grievance, together with other relevant data to the Employee Grievance Appeal Board for review.

3. Once the alleged grievance is placed in the hands of the Employee Grievance Appeal Board, the matter shall be heard as promptly as possible and a recommendation will be issued by the Employee Grievance Appeal Board no later than fourteen (14) calendar days from the date of the close of the hearing.

Should no oral hearing be held, the Employee Grievance Appeal Board shall issue its recommendation within fourteen (14) calendar days of the receipt of the alleged grievance and other relevant data for study. The Employee Grievance Appeal Board shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The determination of the Employee Grievance Appeal Board will be in writing and will set forth its findings of fact, reasoning and conclusion. A copy of this determination will be sent to the aggrieved party, his representative, if any, and the Superintendent.

STEP 4

1. If the grievance is not resolved to the satisfaction of the aggrieved party at Step 3, the aggrieved party may request a review of the grievance by the Board of Education within ten
(10) working days of the release of the written decision of the Employee Grievance Appeal Board through Step 3 procedure described herein.

2. The President of the Board of Education shall appoint a committee of three (3) members of the Board of Education to act in the Board's behalf. This committee shall meet within ten (10) working days thereafter to review the prior proceedings, hear the aggrieved party, the Superintendent and their representatives and to take such further evidence as the committee may deem necessary in making its determination. Within seven (7) working days after the conclusion of its hearing, the committee shall issue its final determination in writing, and furnish copies of the same to aggrieved party, his representative, if any, and the Superintendent.

3. Except to the extent reviewable under other provisions of applicable laws of the State of New York, the determination of the committee of the Board of Education shall be final.

C. OTHER CONDITIONS

1. In order to invoke the grievance procedure, the initial written statement of the alleged grievance must be submitted by the aggrieved party as prescribed in Step 1 of this procedure within twenty (20) working days after the aggrieved party knew or could reasonably be expected to know of the act or condition on which the grievance is based.

2. The response to the statement of the alleged grievance shall be deemed acceptable at any step of the grievance procedure if an appeal to that decision is not made within the specified time limits for the particular step following which the decision was rendered.

3. Should the response to the alleged grievance not be made within the prescribed time limits for the first two steps of the procedure, the aggrieved party may proceed to the next step without further delay.

4. In the event a grievance is filed on or after June 1, both parties should make whatever concessions are necessary to reduce the prescribed time limits in the several steps of the procedure with the mutual intent to complete the grievance action prior to the end of the school year or as soon thereafter as is practical.

5. All activities relating to the preparation and processing of grievances should be conducted after normal school hours.

6. In the event the aggrieved party seeks relief for the alleged violation in any other forum, such action shall constitute a waiver of the right to this Article XI grievance procedure.

7. No employee may proceed with a hearing before the Grievance Appeal Board without the consent of the Union.
ARTICLE XII

EMERGENCY SCHOOL CLOSINGS

A. In the event students are not required to attend school due to emergency conditions, instructional calendar employees need not report for work, but all other members of the bargaining unit must report for work unless specifically told not to by the Superintendent or his designee. If the employee arrives late for his/her assignment, the employees shall not lose any pay provided he/she made a good faith effort to report to his/her assignment.

B. If students are dismissed early from school due to emergency conditions, instructional calendar employees will be released with no loss of pay from their assignments when teachers are released. All other unit members shall be required to remain at work only as long as necessary to complete the tasks, as determined by the building principal, that need to be accomplished that day.

ARTICLE XIII

RETIREMENT INCENTIVE

A. Any employee who retires and meets the requirements contained in this Article shall be entitled to receive this benefit.

B. Two criteria must be met in order for an employee to be eligible for this benefit.

1. The employee must have credited, at the effective date of retirement, a minimum of ten (10) years of service in the Oneida City School District.

2. The employee must qualify for any retirement stipend, including a diminished stipend, from the Retirement System, or would have qualified for such stipend had she/he joined the Retirement System when first employed by the District.

3. In no event may the retirement take place later than the end of the school year (June 30) during which the employee becomes eligible, or would have become eligible if he/she had joined the Retirement System when first employed by the District, for an undiminished stipend.

C. An employee who qualifies as outlined above shall receive a bonus equivalent to 40% of his/her total salary (i.e., his/her base salary, local service increments and any additional stipends).

D. To qualify for this retirement incentive, the employee must submit an irrevocable letter of resignation to the Superintendent not less than six (6) months prior to the effective date of retirement, unless such retirement is disability retirement, in which case six (6) months notice shall be waived. Such notice may also be waived for other good reasons by the Superintendent.
E. Payment of such incentive shall be made as a non-elective employer contribution to a 403(b) plan able to accept employer contributions. The plan provider shall be mutually selected by the Association and the District. The employer agrees to remit the maximum amount allowable under the IRS Code on behalf of the employee within thirty (30) days of the effective date of retirement. The District agrees to pay any excess on the limits as compensation to the employee within thirty (30) days of the effective date of retirement. If any penalty or other assessment is charged against the District by the Internal Revenue Service (IRS) as a result of an improper contribution to any 403(b) account, the employee shall hold the District harmless for such penalty or other assessment. No employee may receive cash in lieu of or as an alternative to any of the employer's non-elective contribution described above.
## ARTICLE XIV

### SALARIES

#### 10 Month

<table>
<thead>
<tr>
<th>Entrance Level:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerk</td>
</tr>
<tr>
<td>Typist/Keyboard Specialist</td>
</tr>
<tr>
<td>Computer Operator</td>
</tr>
<tr>
<td>Library Typist</td>
</tr>
<tr>
<td>Account Clerk</td>
</tr>
<tr>
<td>Payroll Clerk</td>
</tr>
<tr>
<td>Stenographer</td>
</tr>
<tr>
<td>Account Clerk-Typist</td>
</tr>
<tr>
<td>School Secretary</td>
</tr>
<tr>
<td>Senior Stenographer</td>
</tr>
<tr>
<td>Senior Account Clerk</td>
</tr>
<tr>
<td>Senior Computer Operator</td>
</tr>
<tr>
<td><strong>2008-09</strong></td>
</tr>
<tr>
<td>$15,410</td>
</tr>
<tr>
<td>18,370</td>
</tr>
<tr>
<td>18,370</td>
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<tr>
<td>17,927</td>
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<tr>
<td>19,394</td>
</tr>
<tr>
<td>19,394</td>
</tr>
<tr>
<td>19,394</td>
</tr>
</tbody>
</table>

#### 11 Month

<table>
<thead>
<tr>
<th>Entrance Level:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerk</td>
</tr>
<tr>
<td>Typist/Keyboard Specialist</td>
</tr>
<tr>
<td>Computer Operator</td>
</tr>
<tr>
<td>Library Typist</td>
</tr>
<tr>
<td>Account Clerk</td>
</tr>
<tr>
<td>Payroll Clerk</td>
</tr>
<tr>
<td>Stenographer</td>
</tr>
<tr>
<td>Account Clerk-Typist</td>
</tr>
<tr>
<td>School Secretary</td>
</tr>
<tr>
<td>Senior Stenographer</td>
</tr>
<tr>
<td>Senior Account Clerk</td>
</tr>
<tr>
<td>Senior Computer Operator</td>
</tr>
<tr>
<td><strong>2008-09</strong></td>
</tr>
<tr>
<td>$16,307</td>
</tr>
<tr>
<td>19,375</td>
</tr>
<tr>
<td>19,375</td>
</tr>
<tr>
<td>18,969</td>
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<tr>
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<tr>
<td>18,969</td>
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<tr>
<td>19,413</td>
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<tr>
<td>19,413</td>
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<tr>
<td>22,129</td>
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<tr>
<td>20,521</td>
</tr>
<tr>
<td>20,521</td>
</tr>
<tr>
<td>20,521</td>
</tr>
</tbody>
</table>
### 12 Month

<table>
<thead>
<tr>
<th>Entrance Level</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerk</td>
<td>$17,919</td>
<td>18,278</td>
<td>18,643</td>
</tr>
<tr>
<td>Typist/Keyboard Specialist</td>
<td>21,185</td>
<td>21,609</td>
<td>22,041</td>
</tr>
<tr>
<td>Computer Operator</td>
<td>21,185</td>
<td>21,609</td>
<td>22,041</td>
</tr>
<tr>
<td>Library Typist</td>
<td>20,845</td>
<td>21,262</td>
<td>21,687</td>
</tr>
<tr>
<td>Account Clerk</td>
<td>20,845</td>
<td>21,262</td>
<td>21,687</td>
</tr>
<tr>
<td>Payroll Clerk</td>
<td>20,845</td>
<td>21,262</td>
<td>21,687</td>
</tr>
<tr>
<td>Stenographer</td>
<td>21,332</td>
<td>21,759</td>
<td>22,194</td>
</tr>
<tr>
<td>Account Clerk-Typist</td>
<td>21,332</td>
<td>21,759</td>
<td>22,194</td>
</tr>
<tr>
<td>School Secretary</td>
<td>24,159</td>
<td>24,642</td>
<td>25,135</td>
</tr>
<tr>
<td>Senior Stenographer</td>
<td>22,551</td>
<td>23,002</td>
<td>23,462</td>
</tr>
<tr>
<td>Senior Account Clerk</td>
<td>22,551</td>
<td>23,002</td>
<td>23,462</td>
</tr>
<tr>
<td>Senior Computer Operator</td>
<td>22,551</td>
<td>23,002</td>
<td>23,462</td>
</tr>
<tr>
<td>Cleaner</td>
<td>20,392</td>
<td>20,800</td>
<td>21,216</td>
</tr>
<tr>
<td>Custodian</td>
<td>22,827</td>
<td>23,283</td>
<td>23,749</td>
</tr>
<tr>
<td>Senior Custodian</td>
<td>25,149</td>
<td>25,652</td>
<td>26,165</td>
</tr>
<tr>
<td>Head Custodian (J.H.)</td>
<td>27,802</td>
<td>28,358</td>
<td>28,925</td>
</tr>
<tr>
<td>Head Custodian (H.S.)</td>
<td>29,151</td>
<td>29,734</td>
<td>30,328</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Teacher Aides and Food Service Helpers:</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
</tr>
</thead>
<tbody>
<tr>
<td>- no less than minimum wage</td>
<td>8.79/hour</td>
<td>8.97/hour</td>
<td>9.15/hour</td>
</tr>
<tr>
<td>Cook</td>
<td>12.47/hour</td>
<td>12.72/hour</td>
<td>12.98/hour</td>
</tr>
<tr>
<td>Senior Food Service Helper:</td>
<td>10.85/hour</td>
<td>11.07/hour</td>
<td>11.29/hour</td>
</tr>
<tr>
<td>Health Office Assistant</td>
<td>9.46/hour</td>
<td>9.64/hour</td>
<td>9.84/hour</td>
</tr>
<tr>
<td>Teacher Assistant:</td>
<td>16,140</td>
<td>16,463</td>
<td>16,793</td>
</tr>
<tr>
<td>Library Clerk:</td>
<td>13,051</td>
<td>13,312</td>
<td>13,578</td>
</tr>
</tbody>
</table>

All returning employees will receive a 4% increase for the 2008-09 school year, a 4% increase for the 2009-10 school year, and a 4% increase for the 2010-11 school year. Said increases are on the employee's base salary excluding stipends for shift premiums, extra duty assignments and local service increments.

New employees with experience may be granted salary credit not to exceed the average salary of existing employees in the same job classification of job title with equivalent years of experience.

In the event that an employee is promoted from one position to another within this unit, the rate of pay for the employee shall be determined by taking his/her existing base salary and increasing such amount by the difference in the starting rates of pay between the employee's current rate of pay and the rate of pay for the new position the employee will be accepting.
Local Service Increments - Classified Employees

### 2008-09

<table>
<thead>
<tr>
<th></th>
<th>12 Months</th>
<th>11 Months</th>
<th>10 Months</th>
<th>Teaching Assistant and Library Clerk</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 6 years</td>
<td>1,082</td>
<td>1,010</td>
<td>935</td>
<td>667</td>
</tr>
<tr>
<td>After 12 years</td>
<td>2,164</td>
<td>2,020</td>
<td>1,870</td>
<td>1,334</td>
</tr>
<tr>
<td>After 18 years</td>
<td>3,246</td>
<td>3,030</td>
<td>2,805</td>
<td>2,001</td>
</tr>
<tr>
<td>After 23 years</td>
<td>4,328</td>
<td>4,040</td>
<td>3,740</td>
<td>2,668</td>
</tr>
<tr>
<td>After 28 years</td>
<td>5,410</td>
<td>5,050</td>
<td>4,675</td>
<td>3,335</td>
</tr>
</tbody>
</table>

### 2009-10

<table>
<thead>
<tr>
<th></th>
<th>12 Months</th>
<th>11 Months</th>
<th>10 Months</th>
<th>Teaching Assistant and Library Clerk</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 6 years</td>
<td>1,125</td>
<td>1,050</td>
<td>972</td>
<td>693</td>
</tr>
<tr>
<td>After 12 years</td>
<td>2,250</td>
<td>2,100</td>
<td>1,944</td>
<td>1,386</td>
</tr>
<tr>
<td>After 18 years</td>
<td>3,375</td>
<td>3,150</td>
<td>2,916</td>
<td>2,079</td>
</tr>
<tr>
<td>After 23 years</td>
<td>4,500</td>
<td>4,200</td>
<td>3,888</td>
<td>2,772</td>
</tr>
<tr>
<td>After 28 years</td>
<td>5,625</td>
<td>5,250</td>
<td>4,860</td>
<td>3,465</td>
</tr>
</tbody>
</table>

### 2010-11

<table>
<thead>
<tr>
<th></th>
<th>12 Months</th>
<th>11 Months</th>
<th>10 Months</th>
<th>Teaching Assistant and Library Clerk</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 6 years</td>
<td>1,170</td>
<td>1,092</td>
<td>1,011</td>
<td>721</td>
</tr>
<tr>
<td>After 12 years</td>
<td>2,340</td>
<td>2,184</td>
<td>2,022</td>
<td>1,442</td>
</tr>
<tr>
<td>After 18 years</td>
<td>3,510</td>
<td>3,276</td>
<td>3,033</td>
<td>2,163</td>
</tr>
<tr>
<td>After 23 years</td>
<td>4,680</td>
<td>4,368</td>
<td>4,044</td>
<td>2,884</td>
</tr>
<tr>
<td>After 28 years</td>
<td>5,850</td>
<td>5,460</td>
<td>5,055</td>
<td>3,605</td>
</tr>
</tbody>
</table>

Teacher Aides and Food Service Helpers will be entitled to a service increment as follows:

### 2008-09

- .36 -- after 6 years
- .72 -- after 12 years
- 1.08 -- after 18 years
- 1.44 -- after 23 years
- 1.80 -- after 28 years

### 2009-10

- .38 -- after 6 years
- .76 -- after 12 years
- 1.14 -- after 18 years
- 1.52 -- after 23 years
- 1.90 -- after 28 years

### 2010-11

- .39 -- after 6 years
- .78 -- after 12 years
- 1.17 -- after 18 years
- 1.46 -- after 23 years
- 1.85 -- after 28 years
An additional stipend for handling the extra classroom funds will be paid as per the following schedule:

<table>
<thead>
<tr>
<th>Year</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008-09</td>
<td>$1,663</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2009-10</td>
<td></td>
<td>$1,729</td>
<td></td>
</tr>
<tr>
<td>2010-11</td>
<td></td>
<td></td>
<td>$1,799</td>
</tr>
</tbody>
</table>

Shift Differentials*:

<table>
<thead>
<tr>
<th>Year</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second shift</td>
<td>$1,500</td>
<td>$1,560</td>
<td>$1,622</td>
</tr>
<tr>
<td>Third shift</td>
<td>$1,633</td>
<td>$1,698</td>
<td>$1,766</td>
</tr>
</tbody>
</table>

*Shift differentials shall be included in the calculation of overtime.

- See Article IV, H and J

Central Kitchen Staff

<table>
<thead>
<tr>
<th>Year</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008-09</td>
<td>$.35/hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2009-10</td>
<td></td>
<td>$.37/hour</td>
<td></td>
</tr>
<tr>
<td>2010-11</td>
<td></td>
<td></td>
<td>$.38/hour</td>
</tr>
</tbody>
</table>

If two (2) or more employees are absent from the Central Kitchen on any day, those remaining employees working in the Central Kitchen on such days shall be paid an additional $2.00 per hour.

Systems Operators (SYSOPS)

The following amounts will be paid in an annual salary stipend to bargaining unit members who agree to function as SYSOPS.

<table>
<thead>
<tr>
<th>Year</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008-09</td>
<td>$1,040</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2009-10</td>
<td></td>
<td>$1,082</td>
<td></td>
</tr>
<tr>
<td>2010-11</td>
<td></td>
<td></td>
<td>$1,125</td>
</tr>
</tbody>
</table>

In 2008-09, those employees who agree to act as substitute teachers shall be paid an additional $4.30 per hour above his/her regular hourly rate of pay for each hour of service as a substitute teacher. In 2009-10, the rate shall be $4.47 per hour. In 2010-11, the rate shall be $4.65 per hour.

Those employees who agree to act as substitute clerical staff person in the building office shall be paid an additional $2.34 per hour in 2008-09, $2.43 per hour in 2009-10 and $2.53 in 2010-11 above his/her regular hourly rate of pay for each hour of service as a substitute clerical staff person.

The District shall annually provide each employee with payroll information, in writing, explaining the information set forth on pay check stubs.
Service Salary Adjustment

Each unit employee who has worked for the District for at least ten (10) years shall be entitled to receive a service salary adjustment equal to .004 times the number of years of credited service times his/her total salary for the year such adjustment is payable. An employee wishing to exercise this option may only do so once during an employee's service to the District. To be effective during any school year, the employee must notify the district, in writing, by May 1st prior to the effective school year.

Such adjustment will be payable, in equal amounts, in the three (3) years following the submission of such notice. At the conclusion of the three (3) years, the salary of the employee will revert to the regular salary for that year. Those who separate from service prior to the completion of the three (3) years shall receive the balance in a lump sum payment. In the event of the death of the teacher, the remaining balance of the adjustment will revert to the employee’s estate.

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.

For the District

For the Union

4/22/2010

Date
Terms and Conditions of Employment
For Library Clerks

1. The work year shall be the same as teachers, including attendance at all Superintendent Conference Days.

2. Sick leave shall be allotted at 11 days per year.

3. For all other purposes, the Library Clerk will have the same rights and benefits under the OSEU contract as other Instructional Calendar employees.

FOR THE DISTRICT:  
Ron Agalsirim
Superintendent of Schools  
5/19/10

FOR THE OSEU:  
Patricia Reccow
OSEU President  
5/18/10