Batavia City Schools and Batavia Clerical Association (2008)

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Union: Batavia Clerical Association

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NEGOTIATIONS AGREEMENT
BETWEEN
THE BATAVIA BOARD OF EDUCATION
AND
THE BATAVIA CLERICAL ASSOCIATION
2008-2012
# INDEX

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. PREAMBLE</td>
<td>3</td>
</tr>
<tr>
<td>2. RECOGNITION</td>
<td>3</td>
</tr>
<tr>
<td>3. LEGISLATIVE ACTION</td>
<td>3</td>
</tr>
<tr>
<td>4. MANAGEMENT RIGHTS</td>
<td>3</td>
</tr>
<tr>
<td>5. SALARY</td>
<td>4</td>
</tr>
<tr>
<td>6. WORK DAY/SUMMER HOURS</td>
<td>5</td>
</tr>
<tr>
<td>7. DEFINITION OF FULL-TIME AND PART-TIME</td>
<td>5</td>
</tr>
<tr>
<td>8. RETIREMENT</td>
<td>5, 6</td>
</tr>
<tr>
<td>9. HOLIDAYS</td>
<td>6</td>
</tr>
<tr>
<td>10. VACATION</td>
<td>6, 7</td>
</tr>
<tr>
<td>11. HEALTH INSURANCE</td>
<td>7, 8</td>
</tr>
<tr>
<td>12. HEALTH REIMBURSEMENT ARRANGEMENT</td>
<td>8, 9</td>
</tr>
<tr>
<td>13. FLEXIBLE SPENDING PLAN</td>
<td>9</td>
</tr>
<tr>
<td>14. SICK LEAVE</td>
<td>9, 10</td>
</tr>
<tr>
<td>15. PERSONAL DAY</td>
<td>10</td>
</tr>
<tr>
<td>16. BEREAVEMENT</td>
<td>10</td>
</tr>
<tr>
<td>17. SNOW DAYS</td>
<td>11</td>
</tr>
<tr>
<td>18. CHILD REARING LEAVE</td>
<td>11</td>
</tr>
<tr>
<td>19. OVERTIME</td>
<td>12</td>
</tr>
<tr>
<td>20. GRIEVANCE PROCEDURE</td>
<td>12, 13, 14</td>
</tr>
<tr>
<td>21. CONFERENCE</td>
<td>14</td>
</tr>
<tr>
<td>22. POSTING OF NOTICES</td>
<td>14</td>
</tr>
<tr>
<td>23. SENIORITY</td>
<td>14</td>
</tr>
<tr>
<td>24. TUITION PAYMENT</td>
<td>14, 15</td>
</tr>
<tr>
<td>25. DUES</td>
<td>15</td>
</tr>
<tr>
<td>26. LEAVES OF ABSENCE AND JURY DUTY</td>
<td>15, 16</td>
</tr>
<tr>
<td>27. PERSONNEL FILE</td>
<td>16</td>
</tr>
<tr>
<td>28. MISCELLANEOUS</td>
<td>17</td>
</tr>
<tr>
<td>29. COMPLETE AGREEMENT</td>
<td>17</td>
</tr>
<tr>
<td>30. SAVINGS CLAUSE</td>
<td>17</td>
</tr>
<tr>
<td>31. DURATION</td>
<td>17</td>
</tr>
<tr>
<td>A. STARTING SALARIES</td>
<td>18</td>
</tr>
<tr>
<td>B. EVALUATION</td>
<td>19</td>
</tr>
</tbody>
</table>
ARTICLE 1 PREAMBLE

This Agreement is effective July 1, 2008 - June 30, 2012 (four-year contract). The Batavia City Schools and the Batavia Clerical Association have met for the purposes of negotiating pursuant to Article 14 of Civil Service Law and have voluntarily reached agreement.

ARTICLE 2 RECOGNITION

A. The Batavia Board of Education recognizes the Batavia Clerical Association as the exclusive bargaining representative for full-time employees including: Career Resource Specialist, Financial Records Control Clerk, Personnel Clerk, Principal Account Clerk, Customer Support Specialist I, Data Processing Clerk, Secretary, Senior Typist, Clerk Typist, Treasurer/Purchasing Agent, Teacher Aide, Library Aide, Library Clerk; excluding but not limited to all per diem substitutes, managerial and confidential employees.

B. Within seven (7) days of a newly hired unit member's Board Appointment, the District will provide the Association President and the newly hired unit member with written confirmation of the unit member's salary rate, Civil Service Classification and effective date of appointment. Within such time frame, the District shall also provide the newly hired unit member with a copy of the existing Collective Bargaining Agreement.

ARTICLE 3 LEGISLATIVE ACTION

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

ARTICLE 4 MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the District are retained by it, including but not limited to the right to determine the facilities, methods, means and number of personnel required for conduct of District programs; to administer the personnel operations of the District, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of unit members pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with the law and the provisions of the Agreement.
ARTICLE 5 SALARY

The salary for each unit member is determined as follows:

4.00% in each year of the contract for unit members in the following titles: Teacher Aide, Library Aide, Library Clerk, Financial Records Control Clerk, Career Resource Specialist and Treasurer/Purchasing Agent.

An increase of $.75 an hour in each year of the contract for unit members in the title of Clerk Typist.

An increase of $1.00 an hour in each year of the contract for unit members in the following titles: Secretary, Customer Support Specialist, Personnel Clerk, Senior Typist and Data Processing Clerk

For unit members other than Aides and Library Clerks, salaries will be calculated as an hourly wage, but will then be annualized for payroll purposes based on the number of hours in the employee’s work year. A full-time 12 month employee’s work year is 1,875 hours. A full-time 11 month employee’s work year is 1,720 hours. Aides and Library Clerks will continue to have their compensation stated as an hourly wage and will be paid at an hourly rate.

Any employee receiving a promotional position (change to a higher salary schedule) shall receive a 3.5% increase or the starting salary of the new title, whichever is greater.

Longevity:

For employees who have completed ten (10) years of service with the Batavia City School District:

11-15 years of service with the District: $425
16-20 years of service with the District: $425 + $425 = $850
21-25 years of service with the District: $425 + $425 + $425 = $1,275
26-30 years of service with the District: $425 + $425 + $425 + $425 = $1,700
31 years of service with the District: $425 + $425 + $425 + $425 + $425 = $2,125

An eligible unit member will begin receiving the longevity increment on his/her anniversary date, said amount to be prorated for the remainder of the school fiscal year.

Percent increase for length of contract to be calculated on base plus carry-over longevity.

Working in a Higher Job Classification:

A unit member who is temporarily assigned to substitute for an employee in a higher job classification (i.e., a job title with a starting rate which is higher than the starting rate in the unit member’s regular job title) for 3.5 consecutive hours or more will be paid the starting rate applicable to that job classification or their current rate of pay, whichever is greater, for all hours worked in such assignment.
ARTICLE 6 WORK DAY – SUMMER HOURS

1. Regular work day for full-time 11 and 12 month employees:

   The regular work day is 7.5 hours (generally 8:00 AM to 4:00 PM, recognizing that the beginning and end of the regular work day may be different for some unit members) with a one-half hour (.5 hour) lunch. This schedule will be in effect two Mondays before Labor Day through Graduation.

2. Summer Hour Schedule:

   The summer hour schedule will be 8:00 AM to 3:00 PM with a one (1) hour lunch. The summer hour schedule will be in effect from the day after Graduation through the second full week of August. It will also be in effect on work days when there are no students in attendance and no teachers are required to report.

   On any work day that the district maintains a “summer hour schedule,” the district reserves the right to assign unit members to work beyond their regular summer hour work day, if necessary. Before making such assignment, the district will first seek qualified volunteers (unit members) to perform said work. A unit member who volunteers or is assigned to work beyond his/her regular summer hour work day will be paid his/her hourly rate for all authorized hours he/she works beyond his/her regular summer hour work day schedule.

ARTICLE 7 DEFINITION OF FULL-TIME AND PART-TIME

Full-time employees of the Association shall be defined as those employees who have been appointed on a full-time basis and who work 4 hours or more per day. Only full-time employees receive all benefits.

Part-time employees shall be defined as those employees who have been appointed on a part-time basis and who work less than four (4) hours per day. Part-time employees shall only receive the following fringe benefits:

1. Access to Health Insurance coverage paid by the employee. Part-time employees are eligible to enroll in the group health plan offered by the district, but must pay the full cost of such coverage. To the extent practicable, the part-time employee shall pay the premium for such coverage by payroll deduction through the flex plan.

2. Sick leave - one (1) unit per month accumulative.

3. Payment of salary will be made on the basis of actual days and/or hours worked.

ARTICLE 8 RETIREMENT

The Board of Education will offer a retirement plan. Currently that plan is 75I. Upon retirement, employees with at least ten (10) years of continuous service in the Batavia School System may use the cash value of their accumulated sick leave to pay their health insurance premiums.
If both husband and wife were employees of the District, upon retirement of both, if one spouse predeceases the other, the surviving spouse shall be allowed to draw insurance credit to the maximum for both.

If a retired unit member predeceases their spouse, then the unused health care money shall be credited to the spouse for obtaining health care.

All unit members who retire upon at least one month’s notice who have worked for the District for twenty (20) years or more shall receive an amount equal to $100 per year of employment with the district minus withholdings, within sixty (60) calendar days of the employee’s effective date of retirement.

ARTICLE 9 HOLIDAYS

The paid holiday schedule will include 14 days for 11 and 12 month employees and 13 days for 10 month employees. The specific days will be worked out between the Board of Education, Business Administrator and the Negotiating Team.

ARTICLE 10 VACATION

Vacations will be granted to regular twelve (12), eleven (11) and ten (10) month employees who are scheduled to work a minimum of thirty (30) hours per week.

a. Earned vacations can be taken after the days are accrued.

b. Vacation during the first year of employment will be determined as follows: each new employee will accumulate vacation days at the rate of one (1) per month after employment date, with total days not to exceed ten (10).

c. Each 12-month employee in the Association who has continuous service of 1-5 years will be entitled to two (2) weeks vacation; 6 years will be entitled to three (3) weeks vacation; one day per year after 7 years to a maximum of 20 days.

d. Each 11-month employee in the Association who has continuous service of 1-5 years will be entitled to 9 days vacation; 6 years will be entitled to 13 days vacation; 1 day per year after 7 years to a maximum of 18 days.

e. Each 10-month employee in the Association who has continuous service of 1-5 years will be entitled to 8 days vacation; 6 years will be entitled to 12 days vacation; 1 day per year after 7 years to a maximum of 16 days.

f. Eleven (11) and twelve (12) month employees may carry over up to five (5) vacation days. If an employee has more than ten (10) vacation days, these days are to be used upon the approval and sole discretion of the Business Administrator. Such days may be used by the following September 1.

g. Eleven (11) and twelve (12) month employees, as an alternative to the vacation carry over set forth in subparagraph (f), may convert five (5) vacation days to five (5) sick leave days, upon the written approval of the Business Administrator and subject to the maximum accumulation limit
established in Article 14. A twelve month employee may request either this sick leave conversion option or the vacation carry over option described in subparagraph (f), but not both. An eleven (11) month employee may request either this sick leave conversion option, the vacation carry over option described in subparagraph (f), or the vacation buy back option, but the election of one option shall be deemed a waiver of the others.

ARTICLE 11 HEALTH INSURANCE

1. The District will offer eligible unit members the Genesee Area Health Care Plan Base Medical with the Prescription Drug Benefit and Prescription Co-pay Rider. The District will also offer the Genesee Area Health Care Plan PPO D-2 Plan with the Prescription Rider as an alternative to the Genesee Area Healthcare Plan Base Medical Plan. An eligible unit member shall have the option of enrolling in either plan during open enrollment periods.

Beginning on July 1, 2008, the employee contribution for health insurance coverage under either plan will be based on the following scale:

<table>
<thead>
<tr>
<th>Hours per day</th>
<th>Employee Contribution</th>
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<tbody>
<tr>
<td>7 hours or more</td>
<td>10%</td>
</tr>
<tr>
<td>6 hours but less than 7</td>
<td>15%</td>
</tr>
<tr>
<td>5 hours but less than 6</td>
<td>20%</td>
</tr>
<tr>
<td>4 hours but less than 5</td>
<td>25%</td>
</tr>
</tbody>
</table>

Any employee who is transferred to a position that requires more hours shall continue at the level of contribution reflecting their new workday.

Employees as of January 1, 2000 shall remain at the same level of contribution even if the District reduces their hours.

2. Double Coverage - Proof shall be supplied by the employee to the Business Office that Double Coverage does not exit. Proof shall consist of a yearly signed statement so indicating, by the individual unit member. A form for this purpose shall be provided by the District. If the employee is covered by the spouse’s plan which is at least equivalent to that provided by the District, then the unit member shall not be eligible for coverage. Where the husband and wife are both employed by the District the District’s liability shall not exceed the cost of one Family Plan.

3. Paid Coverage will begin as soon as possible after the first day of employment and will terminate within one (1) month after the staff member resigns from or is terminated by the District.

4. The District will provide an opt-out payment in the amount of $750 to any current employee enrolled in the District group health plan who drops coverage for a full year. The opt-out payment is available to such unit member in any subsequent year of the contract in which he/she opts out of coverage in accordance with this article, provided that he/she continues to be eligible for District health insurance coverage at the same (or better) contribution level as when they dropped such coverage. It is
also available to any unit member who was receiving the opt out payment under the 2005-2008 collective bargaining agreement, who continues to be eligible for District health insurance coverage at the same (or better) contribution level as when they dropped coverage, and who continues to opt out of such coverage in accordance with this article. The opt-out payment is subject to the following conditions:

a. The unit member must elect to drop coverage in writing by June 1 and drop coverage prior to July 1 of the respective school year to be eligible for the opt-out payment in said year.
b. The unit member must provide proof of alternative coverage.
c. If permitted by the Genesee Area Health Care Plan, a unit member may opt back in during the year they have dropped coverage, provided there has been a change in circumstances which has resulted in the loss of alternative coverage. In such circumstances, the opt-out payment shall be prorated and any opt-out monies paid in advance shall be reimbursed to the District by the unit member on a prorated basis.
d. The opt-out payment will be made in two equal installments, October 1 and February 1.

Any clerical staff member who retires from the District may continue coverage under the terms of this Article by compensating the District an amount equal to the premium cost to the District for such coverage on a semiannual basis. It is understood that the provisions of this paragraph will be applicable only so long as applicable law and regulations permit retired professional staff members to be included in the District insurance group.

ARTICLE 12 OPTIONAL RIDERS AND HEALTH REIMBURSEMENT ARRANGEMENT

Eligible unit members may enroll in the “optional riders” (e.g.: Dental Plan Benefits and Vision Benefits) offered by the Genesee Area Health Care Plan, under the terms and conditions established by the Genesee Area Health Care Plan, at their own cost.

Pursuant to Sections 105 and 106 of the Internal Revenue Code, the District will establish a Health Reimbursement Arrangement for each eligible employee. The District will contribute to each eligible employee’s Health Reimbursement Arrangement in each year of this contract based upon the following scale:

<table>
<thead>
<tr>
<th>Hours Worked</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 hours or more</td>
<td>$ 475</td>
</tr>
<tr>
<td>4 hours but less than 6 hours</td>
<td>$ 340</td>
</tr>
</tbody>
</table>

In the event that a unit member is appointed after the start of the school year (July 1) or is on an unpaid leave of absence, the District’s contribution to said unit member’s Health Reimbursement Arrangement account for that school year will be prorated.

Pursuant to the District’s Health Reimbursement Arrangement Plan Document and in accordance with Revenue Ruling 2005-24, the surviving spouse and/or surviving qualified dependent(s) of a deceased employee may submit claims to the deceased
employee’s 105H account for reimbursement of qualified medical care expenses incurred prior to the employee’s death for up to ninety (90) days after said death.

ARTICLE 13 FLEXIBLE SPENDING PLAN

1. The Association shall be allowed to establish a Flexible Spending Plan as outlined under Section 125 of the Internal Revenue Code. The selection of the third Party Administrator and all costs of the operation of the program shall be borne by the Association.

2. At the written request of any staff member, the District shall deduct payments to the Flexible Spending Plan. Authorization must be submitted to the District’s Business Office on the appropriate form designed for this deduction.

3. The District agrees to make the appropriate payroll deduction within two (2) pay periods of filing the proper form.

4. The amounts deducted shall be sent to the Third Party Administrator, Association President, Superintendent and the Business Administrator.

ARTICLE 14 SICK LEAVE

1. Sick Leave - Employees shall be entitled to a sick leave accumulation at the rate of one (1) unit per month of employment. The Unit shall be the schedule of daily hours to which each employee is assigned. This sick leave shall be twelve (12) units for 12-month employees, eleven (11) units for 11-month employees and ten (10) units for 10-month employees. Total maximum accumulation shall be 250 days. Those days in excess of:

   - 12-month employees - 210 days
   - 11-month employees - 205 days
   - 10-month employees - 200 days

may be used for sick leave purposes only and shall not be used in the calculation of the retirement health insurance benefit described in Article 8.

As an employee changes schedule of daily hours an adjustment will be made in the total units accumulated. Accumulated sick leave may be used to care for an individual in the employee’s immediate family or household who is sick, with not more than ten (10) days being used for such purpose in any school year. An increase of three (3) days in sick leave for employee upon completion of ten (10) years of service for the eleventh year only.

2. Immediate family means wife, husband, parent, grandparent, brother, sister, child, grandchild, stepchild and in-law.

3. Household includes person(s) who reside permanently with employee.

4. The term sickness includes pregnancy only in cases where the husband is needed at home and where, in the absence of the husband (e.g., military service), the mother-to-be is residing permanently with employee.
5. Extended sick leave of ten (10) days per employee after five (5) years of employment for a major illness. This is in excess of exhausted sick leave time and is not accumulative.

6. Extended sick leave reserve of 50 days for major illnesses to be used by those employees who have exhausted their sick leave. Approval of these days shall be made by the Business Administrator, the President of the Association and a member of the Negotiating Team.

7. Approval of the Business Administrator is required for all claims for salary payment for days absent. Claims must be submitted to the Business Administrator in writing on the form provided. All claims for personal illness must be accompanied by a doctor's certificate if more than three (3) days are claimed at one time.

8. Exceptional Leave of Absence – Upon recommendation of the Superintendent of Schools, the Board may grant an extension of the leave of absence defined above or an exceptional leave, not to exceed one year, to an employee who desires leave for a personal activity which will be beneficial to the nation, or for a personal need not heretofore provided by the aforementioned short-term and long-term leaves.

9. The District will provide unit members with written confirmation of the number of sick days accrued with their first paycheck of the school year. For the purposes of this paragraph, it is understood that the school year starts in September.

ARTICLE 15 PERSONAL DAY

1. Employees may use two (2) personal days per year at no loss of pay and not deducted from sick leave. Personal days may not be used for vacation purposes nor to extend a holiday recess or vacation period. They require the recommendation of the principal and must be approved in advance by the Business Administrator. The reason stated on the Personal Day form can be as legal, medical, or personal. Forms will be provided for these requests by the Business Office. If Personal Days are not used, they are to be added to the accumulated sick leave up to the sick leave maximum of 250 days.

2. A bank of days - A total of five (5) days will be available. Approval of these days shall be made by the Business Administrator and the President of the Association.

ARTICLE 16 BEREAVEMENT

Bereavement - for each death in the immediate family (wife, husband, child, parent, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandchild, grandparent or last close relative for whom the unit member is responsible for making funeral arrangements), a total of four (4) days, not subject to sick leave deduction will be allowed. Approval of the Business Administrator is required for all claims. Claims must be submitted to the Business Administrator in writing on the form provided.
ARTICLE 17 SNOW DAYS

School days officially closed as a result of snow emergencies will be paid to those employees who were scheduled to come and work on that day. A maximum of five (5) such days will be allowed. If there is any other emergency such as energy, only those employees required to work will be called in by the Business Administrator.

Unit members required to perform their job duties during a snow emergency or other emergency closing shall be paid time and one-half for the hours worked during such emergency.

ARTICLE 18 CHILD REARING LEAVE

1. An employee on a permanent appointment or on a probationary status is eligible for child rearing leave without pay.

2. A written request for child rearing leave shall be submitted as soon as is reasonable under all of the circumstances, but in no case later than four (4) months before the anticipated commencement of the leave. In order to afford the District the greatest opportunity to retain a qualified substitute.

3. The request for child rearing leave shall include the date when the employee wishes to commence leave and the date when the employee anticipates returning to his/her duties.

4. The employee shall write the Business Administrator at least two (2) months before the expiration of the requested leave, advising the Business Administrator of the employee plans. Unless an extension is requested and granted, the employee member shall either return to service at the expiration of the leave, or the Board shall terminate the staff member’s services.

5. If an employee wishes to terminate a child rearing leave prior to the termination date originally requested by the employee, application may be made to the Business Administrator. If there is an available position and if the Business Administrator determines that it is in the best interest of the District to permit the early termination, the employee may be permitted to return to employment in the District at a mutually agreeable time.

6. A child rearing leave of absence may be granted for a period not to exceed one (1) full school year following the school year in which the leave began.

7. A child rearing leave shall be available only during the pregnancy or during the period immediately following the birth of, or adoption by an employee of a child.

8. If an employee commences a child rearing leave prior to the time she becomes disabled due to pregnancy and/or child birth, said employee shall not be entitled to use her sick leave benefits for the period of physical disability. If the clerical employee continues to work until she becomes disabled due to pregnancy and/or birth, in addition to the sick leave benefits for physical disability, she is eligible for this child rearing leave to commence after her physical disability has ceased.
ARTICLE 19 OVERTIME

All authorized work performed in excess of forty (40) hours in a scheduled work week will be paid at the rate of time-and one-half.

ARTICLE 20 GRIEVANCE PROCEDURE

Section 1 Purpose

The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein. Such grievances shall be settled in accordance with the procedure set forth below.

Section 2 Definitions

2.1 Grievance is defined as a complaint by a member of the Unit that there exists an alleged violation or misinterpretation of this Agreement.

2.2 The supervisory officer shall mean the immediate superior responsible for the area in which the grievance has arisen.

2.3 The Chief Executive Officer is the District Superintendent or designee.

2.4 Grievance Committee shall mean the committee designated by the Association.

2.5 School Business Days are defined as days when central administration offices are open for business.

Section 3 Basic Principles

3.1 A member shall have the right to be represented, or not to be represented, by the Grievance Committee. If the grievant chooses to be represented, he/she must be represented by the Association. At step 4 and step 5, the employee must be represented by the Association.

3.2 All grievances shall include the name and position of the aggrieved party, the Article and Section of the Agreement which have allegedly been violated or misinterpreted, the time and the place of the alleged events or conditions upon which the grievance is based, the identity of the party responsible for causing said events or condition, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

3.3 All reasonable efforts will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

3.4 Nothing contained herein will be construed as limiting the right of any member to discuss the matter informally with any appropriate member of the Administration and informally adjust the grievance, provided that the adjustment is not in violation of the terms of this Agreement and that the Association has been given an opportunity to present its views of the grievance.
Section 4  Time Limits

4.1 An alleged grievance shall be deemed waived unless presented at the first available step within five (5) school business days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.

4.2 A grievance which is not answered within the time limits specified for the specific step of the procedure may be appealed to the next step of the procedure within the time that would have been allotted had the decision been communicated by the final day.

4.3 A grievance shall be considered settled on the basis of the last answer rendered, unless appealed to the next step in these procedures within the time limit specified.

Section 5  Procedures

Step 1 - Supervisory Officer - Informal

A member having a grievance will discuss it with his/her Supervisory Officer with the objective of resolving the matter informally. The Supervisory Officer, after investigating the facts relating to the grievance, shall render his decision verbally within ten (10) school business days of the informal discussion with the member.

Step 2 - Supervisory Officer - Written

If the grievance is not resolved informally, it shall be reduced to writing and presented to the Supervisory Officer. Within ten (10) school business days after the written grievance is presented to him, the Supervisory Officer shall render a decision thereon, in writing, to the member, with a copy to the Association Grievance Committee.

Step 3 - Chief Executive Officer

If the member and the Grievance Committee are not satisfied with the written decision of Step 2, a written appeal of said decision may be filed within ten (10) school business days after the issuance of the Step 2 decision. Copies of the grievance and the written decision shall be submitted with the appeal.

Within ten (10) school business days of receipt of the appeal, the Chief Executive Officer shall establish the time for a hearing of the grievance. Such hearing shall take place no later than fifteen (15) school business days after the receipt of the appeal.

The Chief Executive Officer shall render his decision within twenty (20) school business days after the hearing. Such decision shall be in writing with copies to the aggrieved member and the Grievance Committee.

Step 4 - Board of Education

If the member and the Grievance Committee are not satisfied with the decision rendered
at Step 3, a written request for a hearing may be filed with the Board within ten (10) school business days after receipt of the Chief Executive Officer's answer. The Chief Executive Officer shall submit all written documents pertaining to the grievance to the Board.

The Board shall notify all parties of the time and place when a hearing, in executive session, shall be held. When reasonably possible, the hearing will take place at the next regular meeting of the Board of Education.

The Board shall render its decision within twenty (20) school business days after the hearing. Such decisions shall be in writing and shall be submitted to the aggrieved member and the Grievance Committee.

Step 5 - Binding Arbitration

If the Board of Education's answer is not satisfactory or acceptable, the employee and his representative may, within ten (10) days after the answer is rendered or due, request that the matter be submitted to an impartial arbitrator selected by the American Arbitration Association. The arbitrator shall be requested to render his decision within thirty (30) days of receipt of the grievance and shall limit his decision to the application and interpretation of the Agreement. The decision of the arbitrator shall be final and binding upon the parties.

The cost of the arbitration shall be equally borne by both the District and the Association.

**ARTICLE 21 CONFERENCE**

A one-day workshop for clerical employees will be held in conjunction with teachers' conference.

**ARTICLE 22 POSTING OF NOTICES**

Clerical Staff shall be notified of all openings within the school system so that they may apply first if they wish to transfer to another office and/or position. Notice shall be made by posting in the Business Office and direct notifications to the Association Representatives. Association members who properly apply shall be guaranteed an interview.

**ARTICLE 23 SENIORITY**

1. Seniority shall be defined as the length of service in title. Layoff shall be in inverse order of seniority. Recall shall be in order of seniority.

2. Summer work assignments during July and August shall be offered to the 10-month and 11-month employees if they qualify before outside help is considered.

**ARTICLE 24 TUITION PAYMENT**

The Board of Education wishes to improve the employee's trades and skills. Therefore, it will provide unit members with tuition reimbursement for courses of study under the conditions set forth in this paragraph: (a) To be eligible for tuition reimbursement for a course of study, the
unit member must seek approval in advance by the Business Administrator and demonstrate a
direct relationship between the course and his/her job responsibilities. Only courses of study
approved by the Business Administrator shall be eligible for tuition reimbursement. (b) Reimbursement under this Article shall be made at the end of the school year (June 30) upon
presentation to the Business Administrator of proof of successful completion of the approved
course and a receipt showing payment of the tuition by June 15. (c) A total of $1,000 shall be
allocated for tuition reimbursement for the school year. In the event that the Business
Administrator should approve tuition reimbursement requests that in the aggregate exceed
$1,000 for the year, then the $1,000 available under this Article will be allocated on a prorated
basis so that an equal percentage of the tuition for each approved and verified tuition
reimbursement request is paid. Any unused amounts will be carried over to the next year.

By September 1 of each school year, the Association will be provided with a
summary of the tuition payments made under this Article in the previous school year.

ARTICLE 25 DUES

1. At the written request of any professional staff member, the District shall deduct dues or
an amount equivalent to dues for the Association and its affiliates from the staff
member’s pay. This request shall remain in effect from year to year unless revoked in
writing to the Business Administrator with a copy to the Association’s President.

2. The District shall deduct from each paycheck of each employee who is not a member of
the Association an Agency Fee in an amount certified to the District in writing by the
Association. The Association Fees so deducted shall be remitted to the Association in the
same manner and at the same time as deducted Association Dues are remitted. The
Association shall hold the District harmless against any and all claims, demands,
liabilities, and judgments arising out of the operation of the paragraph.

3. Dues shall be deducted in fifteen (15) equal installments beginning with the second
payroll in October.

4. The Association shall certify to the District’s Business Administrator, in writing, the
current rate of the membership dues of the organizations listed in this section.

5. Dues deduction authorization must be in writing on a form prepared by the District’s
Business Administrator and must be submitted to the District’s Business Office on or
before the first Friday in October.

6. The amounts deducted shall be sent biweekly to the treasurer of the Association whose
name shall be filed with the District’s Business Administrator by the Association.

ARTICLE 26 LEAVES OF ABSENCE AND JURY DUTY

1. Leave of Absence:

   A. For good reasons shown, the Superintendent shall recommend to the Board of
      Education that a staff member who has contracted a long-term-illness, or for
      educational other reasons, be given a leave of absence, without pay. Such a leave
      of absence for illness may be granted in accordance with the following provisions:
1) A written statement from the staff member’s physician specifying the nature of the illness and that it is going to be a long-term illness must be sent to the Superintendent.

2) Before the staff member is reinstated, approval by a physician retained by the District shall be requested.

3) Salary increments shall not accrue during the period of an illness without pay or leave of absence nor shall any fringe benefits accrue during such period.

4) The Superintendent generally shall recommend to the Board of Education a one (1) year’s leave of absence for any staff member for the purpose of returning to school for further Education, or for other compelling reasons.

2. Jury Duty:

   A. No deduction from pay shall be made as a result if a staff member must be absent for jury duty. It is understood, however, that the money earned for jury duty (exclusive of mileage) is to be given to the District if the jury duty is during the normal school working hours.

3. Court Subpoena:

   A. No deduction from pay shall be made if a staff member must be absent in order to respond to a court subpoena in a matter in which the staff member is a disinterested party or to appear as a witness in a grievance arbitration hearing pursuant to this Agreement, with timely notification (2 weeks) and proper supporting documentation. Maximum number of days per subpoena shall be one (1). A full deduction from salary or the use of a personal leave day shall be necessary if the staff member is required to be in court because he or she is an interested party unless the case is school related.

ARTICLE 27 PERSONNEL FILE

Employees shall have the right, upon request, to review the contents of their official personnel file, except confidential information supplied at the request of the Administration for the purpose of obtaining employment or promotion. A representative of the Batavia clerical Association may, at the employee’s request, accompany the employee in such a review. Employees have the right to have included in their official personnel file their letter answering an adverse evaluation.

No derogatory letters or reports shall be placed in an employee’s file without the employee’s knowledge and an opportunity to make a written statement of defense to be attached to the derogatory statement.
ARTICLE 28 MISCELLANEOUS

The President of the BCA and/or their designee shall be released, with pay, to attend NYSUT functions. The total release time for the unit shall be capped at 5 days.

ARTICLE 29 COMPLETE AGREEMENT

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

ARTICLE 30 SAVINGS CLAUSE

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

ARTICLE 31 DURATION

This agreement shall become effective July 1, 2008, and shall continue in full force and effect through June 30, 2012, but it shall be automatically renewed from year to year thereafter unless modified or terminated by either party giving to the other party, not later than February 1, prior to the next termination date, written proposals for modifications or termination of this agreement. Except as herein modified, the terms and conditions of employment existing prior to the effective date of this agreement shall continue to govern the relationship between the Board of Education and the employees in the Association.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed the day and year first above written.

BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF BATAVIA, NEW YORK

BY

Board President

CLERICAL ASSOCIATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF BATAVIA, NEW YORK.

BY Paula Griffin, President
<table>
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<th>Position</th>
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The District may establish the starting salary/wage for any individual hired into a unit job title at an amount greater than that specified in Appendix A, based upon such individual’s work experience in an equivalent job title.

For unit members other than Aides and Library Clerks, Starting Salaries are calculated as an hourly wage, but will then be annualized for payroll purposes based on the number of hours in the employee’s work year. A full-time 12 month employee’s work year is 1,875 hours. A full-time 11 month employee’s work year is 1,720 hours. Aides and Library Clerks will continue to have their Starting Salaries stated as an hourly wage and will be paid at an hourly rate.

1 For example, a full-time 12-month employee’s compensation is calculated as follows: the employee’s 2007-2008 salary is divided by 1,860 hours. The negotiated increase for 2008-2009 is then added to this rate, which establishes the employee’s hourly rate for the 2008-2009 school year. The employee’s salary is then annualized by multiplying this hourly rate by 1,875 (the number of hours in the work year). The employee will receive this salary in equal installments according to the pay schedule.