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## Contract Database Metadata Elements

**Title:** Owego Apalachin Central School District and Owego Apalachin Employees Association (OAEA), NYSUT, AFT, AFL-CIO, Local 3994 (2007) (MOA)

**Employer Name:** Owego Apalachin Central School District

**Union:** Owego Apalachin Employees Association (OAEA), NYSUT, AFT, AFL-CIO

**Local:** 3994

**Effective Date:** 07/01/07

**Expiration Date:** 06/30/12

**PERB ID Number:** 5880

**Unit Size:**

**Number of Pages:** 51

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AGREEMENT BETWEEN
the
SUPERINTENDENT OF SCHOOLS
of the
OWEGO APALACHIN CENTRAL SCHOOL DISTRICT
and the
OWEGO APALACHIN EMPLOYEES ASSOCIATION
NYSUT/AFT/AFL-CIO, Local 3994

2007-2008
2008-2009
2009-2010
2010-2011
2011-2012
10.3. Submission of Grievances

10.3.1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally, with the immediate supervisor, and in doing so shall give notice that a grievance is being raised.

10.3.2. Each grievance shall be submitted in writing on a form provided by the District and shall identify the aggrieved party, the provision(s) of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

10.3.3. A grievance shall be deemed waived unless it is submitted in writing within thirty (30) work days after the aggrieved party knew or should have known of the events or conditions on which the grievance is based.

10.3.4. An employee having a written grievance shall submit it to the immediate supervisor.

10.4. Grievance Procedure

10.4.1. Immediate Supervisor

10.4.1.1. The immediate supervisor shall respond in writing within seven (7) work days after the receipt of each written grievance. If an aggrieved party is not satisfied with the response of the immediate supervisor, or if no response is received within the specified time limit after the submission of a written grievance, such aggrieved party may appeal to or submit a copy of the grievance within ten (10) work days thereafter to the Superintendent of Schools.

10.4.2. Superintendent

10.4.2.1. The Superintendent or his/her designated representative shall, upon request, confer with the aggrieved party with respect to the grievance and shall deliver to the aggrieved party, a written statement of his/her position with respect to it no later than fourteen (14) work days after it is received by him/her.

10.5. Arbitration

10.5.1. In the event the Association is not satisfied with the response to a grievance, it may within fifteen (15) work days after receiving that statement, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent of Schools.
10.5.2. Upon receipt of the names of the proposed arbitrators, a designee of the Superintendent and the Association shall each strike names from the list and submit their list to the American Arbitration Association. The American Arbitration Associations will select the arbitrator.

10.5.3. The arbitrator's decision will be in writing and will set forth his/her findings, reasoning, and conclusions concerning the issues submitted. The arbitrator will be without power of authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from, the provisions of this Agreement.

10.5.4. The decision of the arbitrator shall be binding upon both parties.

10.5.5. The cost of the services of the arbitrator will be borne equally by the District and the Association.

ARTICLE 11: EDUCATIONAL INCENTIVE

11.1. Tuition Allotment

11.1.1. The district will provide a sum of not less than $4,000 per year to reimburse members of the employee unit for the tuition cost of advanced schooling.

11.2. Reimbursement Procedure

11.2.1. To qualify for this reimbursement, the following must occur:

11.2.1.1. The educational plan must have the approval of the Superintendent of Schools or his/her designee prior to taking the course or engaging in an educational program.

11.2.1.2. The bargaining unit member must show proof of attendance, at the sessions, of at least 85%.

11.2.1.3. The employee must show proof of passing with a "C" average or satisfactory completion of the course.

11.2.1.4. Under normal circumstances, no member of the bargaining unit will be allowed to utilize more than $400 prior to June 1st of each school year. If funds remain after June 1st, the funds will be distributed on a pro-rated basis to those bargaining unit members that had expenses in excess of $400 for approved advanced schooling. In no case, will a bargaining unit member receive more than the educational costs of their approved programs taken during the current school year.

11.2.2. Employees engaging in study related to their current responsibilities will be given priority for consideration.
11.2.3. Procedures for processing requests will be developed by the personnel office.

11.2.4. Advanced schooling courses or workshops paid by this Article shall not be eligible for in-service credit.

11.2.4.1. If a unit member applies to have a course paid for by this section and no funds are available to pay the course, then the employee may apply to have the course count as in-service credit.

ARTICLE 12: OUTSTANDING SERVICE RECOGNITION

12.1. Merit Criteria

12.1.1. The Superintendent of Schools or his/her designee may identify, recognize, and reward a unit member for outstanding performance by granting the individual one (1) paid merit day per year. When a merit day is awarded, the Superintendent or his/her designee will notify the personnel office in writing that the unit member has received this recognition. It is understood by the OAEA and the District that all unit members are eligible to receive this recognition, if so deserved, annually.

12.1.2. There will be a deadline date of December 31st on the application for Service Recognition. No application will be accepted after said date. Should any additional funds be available after the initial deadline date, a second date shall be established by the Committee.

12.1.3. Merit day shall be used in the same calendar year (January 1st through December 31st) it was awarded.

12.2. Merit Decision

12.2.1. The decision of the Superintendent or his/her designee to award or not to award additional days (merit days) shall not be subject to the grievance procedure.

12.3. Merit Committee

12.3.1. A committee will be appointed no later than September 15th of each school year to review current rules and make any recommendations for changing the rules which are used to recognize outstanding performance by unit members.

12.3.2. The committee shall consist of three (3) members appointed by the President of OAEA and three (3) members of the committee will be appointed by the Superintendent of Schools.

12.3.3. All actions of the committee will require a majority vote to carry an issue.
12.3.4. If rule changes are recommended, the committee shall send their recommendations to
the Superintendent of Schools and the president of OAEA by October 15th.

12.3.5. The President of OAEA and the Superintendent of Schools must approve all
recommendations and rule changes submitted by the committee prior to
implementation.

12.4. Merit Funds

12.4.1. A sum not to exceed $7,000 will be established during each school year to implement
this performance recognition program.

ARTICLE 13: SALARY, WAGES AND OTHER PAYMENTS

13.1. Mileage

13.1.1. Any member of the bargaining unit authorized to use their own motor vehicle in the
conduct of school district business shall be reimbursed at the Internal Revenue Service
guidelines in cents per mile for the duration of this contract.

13.2. Salary

13.2.1. Entry level hourly rate scales for Class 1, Class 2, Class 3A, Class 3B, Class 4 and
Class 5 employees are established in Appendix A, which is attached hereto and made a
part hereof. All members of the bargaining unit that fall within these classes shall
receive the hourly wage rate in Appendix A or their actual hourly rates of the prior
year increased by:

- 2007-2008 – 3.6% per hour increase for all members
- 2008-2009 – 3.7% per hour increase for all members
- 2009-2010 – 3.8% per hour increase for all members
- 2010-2011 – 3.9% per hour increase for all members
- 2011-2012 – 4.0% per hour increase for all members

13.2.2. District Service

Each permanent member of the Bargaining Unit for the 2004-2005 school year,
employed prior to July 1, 1998, will receive $0.20 per hour increase to their current
hourly wage.

13.3. Lead Food Service Helper

13.3.1. The Lead Food Service Helper shall receive the following hourly differential:

13.3.1.1. 2007-2012 $1.50 per hour
13.4. Special Evening Events - Food Service

13.4.1. Food Service Helpers employed in the evening hours (after 4:00 p.m.) for special events will receive 10% of their hourly rate added to their base hourly rate.

13.5. Shift Differential - Custodial Cleaners

13.5.1. Custodial and cleaning staff shall receive an additional hourly differential for working the second shift. The second shift differential shall be as follows:

13.5.1.1. 2007-2012 $0.75 per hour

13.5.2. The second shift differential shall be added to the hourly rate for any work done during the second shift including second shift hours on the weekend and second shift overtime hours. Appendix B lists the hours of the day considered to be second shift. Normally assigned second shift unit members whose work hours may extend into the third shift shall not have their second shift differential increased to the third shift differential for hours worked during the third shift.

13.5.3. Custodial and cleaning staff shall receive an additional hourly differential for working the third shift. The third shift differential shall be as follows:

13.5.3.1. 2007-2012 $1.10 per hour

13.5.4. The normal third shift work day shall be between the hours of 10:00 p.m. and 6:30 a.m. The District may move the starting time and ending time of the third shift workday by a maximum of sixty (60) minutes in either direction. (i.e. 9:00 p.m. - 5:30 a.m. or 11:00 p.m. - 7:30 a.m.)

13.5.5. The normal third shift work week shall start at 10:00 p.m. on Friday and end at 9:59 p.m. on the following Friday. Week days off for the third shift shall be from Saturday at 6:30 a.m. to Monday at 10:00 p.m.

13.6. Special/Overnight Trips

13.6.1. Special arrangements will be made for trips over eight (8) hours or overnight trips between the driver and the Supervisor of Transportation with the approval of the Superintendent or his/her designee.

13.7. Cleaning Buses

13.7.1. Bargaining unit members employed to clean buses during the summer months shall be compensated at the following hourly rate:

13.7.1.1. 2007-2012 $8.50
13.8. Longevity

13.8.1. Effective July 1, 2009, after two hundred (200) months of continuous employment within the Owego Apalachin Central School District, the employee shall receive an additional twenty-five (25) cents per hour salary increase. Employees who had received a longevity increase prior to July 1, 2009, shall have their hourly rate increased by five (5) cents per hour on July 1, 2009.

13.9. Career Milestone

13.9.1. For those making less than $8.30 in 2007-2008, Career Milestones shall be as follows:

Upon completion of the 1st year of service they will receive a (5) cent increase on their base salary. Upon the completion of the 3rd year of service they will receive a ten (10) cent increase on their base salary.

ARTICLE 14: EMPLOYEE RETIREMENT SYSTEM

14.1. Retirement Plans

14.1.1. The District will participate in plans 75i and 41j of the New York State Employees' Retirement System.

ARTICLE 15: PERSONNEL FILES

15.1. District Personnel Files

15.1.1. The District will maintain a personnel file for each unit member. This file will be located in the District's central office for all unit members, except for the bus drivers. Currently, the personnel files for bus drivers are located in the bus garage. If the District moves the personnel files of the bus drivers to the central office, the President of the Association will be notified, in writing, within five (5) days of the movement of the files.

15.2. Restricted/Unrestricted Files

15.2.1. Each personnel file shall contain a restricted and an unrestricted section. The restricted section shall contain materials obtained during the recruiting process and shall be limited to references, transcripts, and any material received from colleges/universities or previous employers. The unrestricted section shall contain all other materials relating to the unit members' employment with the District. The material in the restricted section will not be available to the unit member.
15.3. Personnel File Review

15.3.1. Each unit member's personnel file will be available for his/her perusal by appointment. It will be the unit member's prerogative to have a representative present during the viewing of the file. The review shall be conducted in the presence of an appropriate District official or his/her designee after the restricted section has been removed.

15.4. Personnel File Copies

15.4.1. Unit members shall have the right to copy the contents of their unrestricted file. Any reasonable expense for copies shall be paid by the unit member.

15.5. Written Response

15.5.1. A unit member shall have the right to answer, in writing, any complaint or derogatory material in his/her file. The written response is due within ten (10) working days after the unit member first sees such complaint or derogatory material. If the unit member requires additional time to prepare a written response, he/she must send the Superintendent or his/her designee a written request for additional time to prepare the response. The Superintendent may grant up to an additional twenty (20) working days for filing of the response by the unit member. The written response shall be reviewed by the Superintendent or his/her designee and attached to the complaint within ten (10) working days.

15.6. Personnel File Placement

15.6.1. All documents that are evaluative, disciplinary or complimentary in nature and are placed in the unit member's personnel file will be copied to the unit member at the time the document is sent to the Personnel Office. For complimentary or disciplinary documents, the following shall be attached to the bottom of the letter (cc: personnel file) or the personnel office shall notify the unit member in writing that the document has been placed in his/her personnel file.

15.7. Board of Education Review

15.7.1. Nothing in this clause shall limit the Board of Education's right to review employee personnel files pursuant to part 84 of the Commissioner's Regulation.

ARTICLE 16: IN-SERVICE TRAINING

16.1. In-service Approval

16.1.1. Unit members desiring to receive in-service credit for in-service training must have prior approval of the program by the Superintendent of Schools or his/her designee.
16.2. In-service Filing

16.2.1. Upon completion of approved in-service training, unit members shall file the appropriate form with the Personnel Office.

16.3. Credit Hours

16.3.1. Units of credit are the equivalent of hours of approved educational preparation for salary purposes.

16.3.2. Recognition of units of credit will be as follows:

16.3.2.1. Each fifteen (15) clock hours equals one (1) unit of credit.

16.3.3. A maximum of twenty-four (24) units of in-service training credit may be claimed for salary purposes.

16.4. Training Eligibility

16.4.1. In-service training involving District paid stipends, salaries, training fees or release from duty time, are not eligible for in-service training credit unless approved by the Superintendent or his/her designee. The Superintendent's decision to approve or deny in-service credit shall not be subject to the grievance procedure.

16.4.2. During the regular school year (September 1st through June 30th), if the in-service training program takes place during the unit member's normal work day, the unit member may request, in writing, to flex their work schedule for up to one (1) hour per day. During the summer (July 1st through August 31st), if the in-service training program takes place during the unit member's normal work day, the unit member may request, in writing, to flex their work schedule for up to three (3) hours per day. The decision of the Superintendent or his/her designee shall not be subject to the grievance procedure.

16.5. Credit Rate

16.5.1. Effective July 1, 2000, in-service credit earned after July 1, 2000, with prior approval of the Superintendent or his/her designee, shall be paid at the following rate:

16.5.1.1. Four cents (0.04) shall be added to the hourly rate of the unit member after the attainment of each two (2) units (30 hours) of in-service credit.

16.5.2. In-service credit payments approved by the Board of Education shall be effective July 1st, October 1st, January 1st or April 1st following receipt of proper documentation showing satisfactory completion of the in-service training.
16.6. Undergraduate/Graduate Credit

16.6.1. Effective July 1, 2000, undergraduate or graduate courses taken after July 1, 2000 with prior approval of the Superintendent or his/her designee shall be eligible for in-service credit if the unit member does not obtain tuition reimbursement from the District for the course or paid release time from work to take the course. The unit member must pass the course with at least a "C" average to use the course for in-service credit and provide the District with an official transcript.

16.6.1.1. An undergraduate or graduate course rated at three (3) hours shall be eligible for three (3) units of in-service credit.

16.6.1.2. An undergraduate or graduate course rated at four (4) hours shall be eligible for four (4) units of in-service credit.

ARTICLE 17: EVALUATIONS

17.1. All unit members should be evaluated at least once each school year.

17.2. Evaluations will be completed, at all times, by the immediate supervisor unless the immediate supervisor is in the same bargaining unit.

17.3. The evaluated unit member shall have up to five school (5) days to review the completed evaluation form before meeting with the supervisor to discuss the evaluation. The unit member may choose to attach a written statement to the evaluation report, which along with the report, will be placed on file in the member's official personnel file. The unit member's written statement is due pursuant to 15.5.1.

17.4. The unit member must sign the written evaluation as an indication that he/she has received this report. The signature in no way means that the member agrees with the content of the evaluation.

17.5. Each bargaining unit member shall be provided suggestions to overcome any identified deficiencies noted in the evaluation.
ARTICLE 18: DURATION

18.1. Duration and Signatures

18.1.1. This Agreement, entered into by and between the parties, reflects all matters negotiated and is the full and complete Agreement governing terms and conditions of employment by and between the Owego Apalachin Central School District and the Owego Apalachin Employees Association. The Agreement shall become effective on July 1, 2007 and shall remain in full force and effect through June 30, 2012. Matters not specifically specified are excluded during the term of the Agreement. The agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this agreement. Negotiations for a successor agreement shall be entered into by the parties no earlier than February 1, 2012 and no later than March 30, 2012.

Date 11/3/08  
Dr. William Russell  
Superintendent of Schools

Date 11/3/08  
Witness

Date 11/3/08  
Pamela Donovan, President  
Owego Apalachin Employees Association

Date 11/03/08  
Witness

NP/njg  
cwa 1141
### APPENDIX A

**ENTRY LEVEL HOURLY RATES AND SALARIES - 2007-2012**

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| CLASS 2                                      |         |         |         |         |         |         |
| Clerk Typist                                 | $8.37   | $8.62   | $8.89   | $9.18   | $9.49   | $9.82   |
| Computer Lab Aide 1                          | $9.26   | $9.54   | $9.85   | $10.17  | $10.52  | $10.89  |
| Computer Lab Aide 2                          | $10.51  | $10.84  | $11.19  | $11.56  | $11.97  | $12.39  |
| Security Guard 1                             | $10.00  | $10.32  | $10.66  | $11.03  | $11.42  |         |

| CLASS 3                                      |         |         |         |         |         |         |
| Part Time Clerk Typist                       | $8.37   | $8.62   | $8.89   | $9.18   | $9.49   | $9.82   |

<p>| CLASS 4 &amp; 5                                  |         |         |         |         |         |         |
| Part Time Clerk Typist                       | $8.21   | $8.46   | $8.72   | $9.00   | $9.30   | $9.62   |
| Food Service Helper                          | $7.99   | $8.23   | $8.48   | $8.75   | $9.05   | $9.36   |
| Teacher Aide                                 | $7.99   | $8.23   | $8.48   | $8.75   | $9.05   | $9.36   |
| Bus Driver                                   | $13.30  | $13.73  | $14.19  | $14.68  | $15.20  | $15.76  |
| Food Service Driver                          | $10.29  | $10.61  | $10.95  | $11.32  | $11.71  | $12.13  |</p>
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- NO SHIFT DIFFERENTIAL

APPENDIX B
THIRD SHIFT DIFFERENTIAL CHART

<table>
<thead>
<tr>
<th>START TIME</th>
<th>12:1-1 AM</th>
<th>1-2</th>
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- **NO SHIFT DIFFERENTIAL**
- **Shaded boxes** indicate for 1st shift employees required to begin work day earlier than the 1 hour flex time, 3rd shift differential chart will apply.
- **Double shaded boxes** indicate for 1st shift employees required to begin work day earlier than the 1 hour flex time, 3rd shift differential chart will apply.
## SECOND SHIFT DIFFERENTIAL CHART - SATURDAY AND SUNDAY

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<tr>
<th>Start Time</th>
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- * = NO SHIFT DIFFERENTIAL
REQUEST FOR PERSONAL BUSINESS LEAVE

COMPLETE EITHER SECTION I OR SECTION II

PERSONAL BUSINESS LEAVE IS PROVIDED FOR THE CONDUCT OF PERSONAL AFFAIRS THAT CANNOT BE TRANSACTED OUTSIDE THE EMPLOYEE’S REGULAR WORKING HOURS.

Section I

I understand that personal business days may not be used for the following reasons. (Contract Section 6.4.2):

1. Attendance at meetings or conferences for public or private organizations or agencies
2. Extending family or personal vacation unless approved by the Superintendent or his/her designee
3. Extending a holiday or school vacation unless authorized by the Superintendent or his/her designee
4. Personal gain
5. Recreation (Examples – hunting, fishing, shopping, etc.)

Examples of legitimate requests for personal business leave include (Contract Section 6.4.1.2):

A. Attendance at a non family funeral
B. College interview, admittance or graduation of a son or daughter
C. College graduation of a spouse
D. Observation of a religious holiday
E. Legal transaction; family medical, psychiatric; counseling; court
F. Taking or picking up a son or daughter who is enrolled in college
G. Moving yourself or an immediate family member
H. Attending a wedding out of town
I. Taking a family member to or picking up a family member at an airport, train station or bus stop.
J. Special family event or occasion (Examples – concert performance by a family member, or a sporting event involving a family member, etc.)
K. No Reason Given - Two days per year, provided it is used to conduct personal affairs that cannot be transacted outside the duty hours prescribed for employees and is not one of the reason listed in the contract section 6.4.2, and is not the day before or after a school recess.

The only time a letter listed above needs to be circled is when using letter K-No Reason Given. This is sufficient information for your supervisor to complete their required recordkeeping. A request for a personal business day the day before or after a school recess, holiday or personal vacation, requires a written reason (complete Section II of this form) and approval of the Superintendent or his/her designee.

Personal Business day(s) are requested on ________________________________

Time: From ________ To ________ Total Hours: ____________________________

Building: ________________________________

Employee’s Signature: ________________________________

Principal’s or Supervisor’s Signature: ________________________________

Employees must provide the supervisor(s) or principal(s) with at least two (2) days notice, barring an emergency.
SECTION II

THIS SECTION OF THE FORM IS TO BE USED WHEN AN EMPLOYEE IS REQUESTING TO USE PERSONAL BUSINESS LEAVE THE DAY BEFORE OR AFTER A SCHOOL RECESS, HOLIDAY, OR PERSONAL VACATION.

| Personal Business day(s) are requested on | __________________________ |
| Time From | To | Total Hours | __________________________ |

This space is provided for the employee to complete a detailed request:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Building: __________________________
Employee's Signature: __________________________ Date: __________________________
Superintendent's or Designee's Signature: __________________________

Employees must provide the Superintendent or his/her designee with at least two days notice, barring an emergency.

PERSONAL BUSINESS LEAVE IS PROVIDED FOR THE CONDUCT OF PERSONAL AFFAIRS THAT CANNOT BE TRANSACTED OUTSIDE THE EMPLOYEE’S REGULAR WORKING HOURS

Revised: 11/06/08

BCD
# OWEGO APALACHIN CENTRAL SCHOOL DISTRICT

## CLASSIFIED PERSONNEL LEAVE REQUEST

<table>
<thead>
<tr>
<th>EMPLOYEE (PLEASE PRINT)</th>
<th>DATE PRINTED</th>
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<tr>
<th>DATE LEAVE REQUESTED</th>
<th>FROM</th>
<th>TO</th>
</tr>
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</table>

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<tr>
<th>NUMBER OF DAY(S) OR HOURS REQUESTED</th>
<th>FAMILY</th>
<th>UNPAID</th>
<th>ILLNESS</th>
<th>MERIT</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>REASON</th>
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</thead>
</table>

**NOTE:** Reason section must be completed when using/requesting Family Leave

☐ APPROVED  ☐ DISAPPROVED

---

Employee's Signature  

Supervisor's Signature  

OCMD BOCES Printing Service • 10/00
I, ______________________, have been informed of the following:

1. I have been advised that this meeting may lead to disciplinary action by the District; and

2. I have been informed of my right to have a union representative present at this meeting.

I hereby decline my right to have a union representative at this meeting.

_____________________________  ________________
Employee Signature              Date
APPENDIX F
Calculation of Health Care Costs, Reimbursements, and Savings

The new contract calls for the District to reimburse employees each year for the increased cost of health care. This health care reimbursement will be added to each of your 20 paychecks. The following examples will illustrate how this will work for employees subscribing to individual plans and family plans.

Class 1, 2 and 3A: Individual Plan

For the 2007-08 school year, the total health care cost for an individual plan was $5,567.04, of which an employee paid $100 (or 1.8%). The $100 cost was spread over 20 paychecks, with a $5 deduction per check.

For the 2008-09 school year, the total health care cost for an individual plan is $5,716.56, of which an employee will pay 4% (or $228.66). The $228.66 cost will be spread over 20 paychecks, with a $11.43 deduction per check.

The total difference between 07/08 and 08/09 equals an increase of $128.66. This increase will be reimbursed to you over the course of the year, at $6.43 per paycheck for 20 checks.

Class 1, 2 and 3A: Family Plan

For the 2007-08 school year, the total health care cost for a family plan was $13,824.60, of which an employee paid $1,503.79 (or 10.88%). The $1,504.12 cost was spread over 20 paychecks, with a $75.19 deduction per check.

For the 2008-09 school year, the total health care cost for a family plan is $14,195.88, of which an employee will pay 12% (or $1,703.60). The $1,703.60 cost will be spread over 20 paychecks, with a $85.18 deduction per check.

The total difference between 07/08 and 08/09 equals an increase of $199.81. This increase will be reimbursed to you over the course of the year, at $9.99 per paycheck for 20 checks.

Class 3B, 4 and 5: Individual Plan

For the 2007-08 school year, the total health care cost for an individual plan was $5,567.04, of which an employee paid 15% (or $835.08). The $835.08 cost was spread over 20 paychecks, with a $41.75 deduction per check.

For the 2008-09 school year, the total health care cost for an individual plan is $5,716.56, of which an employee will continue to pay 15% (or $857.40). The $857.40 cost will be spread over 20 paychecks, with a $42.87 deduction per check.

The total difference between 07/08 and 08/09 equals an increase of $22.40. This increase will be reimbursed to you over the course of the year, at $1.12 per paycheck for 20 checks.
Class 3B, 4 and 5: Family Plan

For the 2007-08 school year, the total health care cost for a family plan was $13,824.60, of which an employee paid $3,725.20 (or 26.95%). The $3,725.20 cost was spread over 20 paychecks, with a $186.26 deduction per check.

For the 2008-09 school year, the total health care cost for a family plan is $14,195.88, of which an employee will pay 23% (or $3,265.05). The $3,265.05 cost will be spread over 20 paychecks, with a $163.25 deduction per check.

The total difference between 07/08 and 08/09 equals a decrease of $460.25. This amounts to a $23.01 savings per paycheck.

Each of the remaining years will follow this pattern to calculate health care costs, reimbursements, and savings.
Compensation Form for staff temporarily working at a higher classification (minimum of 1 hr.).

District Employee: ____________________________

Temporary Assignment: ________________________

Schedule of work at higher classification:

<table>
<thead>
<tr>
<th>Date</th>
<th>Start Time</th>
<th>End Time</th>
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The following changes for hourly rate will take place for situations where the substitute employee performs the essential duties and responsibilities for the position he/she is temporarily filling. The adjusted pay rate for the substituting employee will only be used if the substituting employee is assigned by the supervisor to perform the essential tasks of permanent employee for which he/she is substituting.

<table>
<thead>
<tr>
<th>Rate Change for the following substitutions:</th>
<th>Per Hour</th>
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<tbody>
<tr>
<td>Clerk Typist for a Stenographer</td>
<td>$1.00</td>
</tr>
<tr>
<td>Custodial Worker for a Custodian</td>
<td>$1.00</td>
</tr>
<tr>
<td>Any substitute for a Food Service Driver</td>
<td>$1.00</td>
</tr>
<tr>
<td>Cashier for a Lead Food Service Helper</td>
<td>$1.50</td>
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<tr>
<td>Cook for a Cook Manager</td>
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<tr>
<td>Food Service Helper for a Lead Food Service Helper</td>
<td>$1.50</td>
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<tr>
<td>Teacher Aide for a Clerk Typist</td>
<td>$0.50</td>
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<tr>
<td>Teacher Aide for a Computer Lab Aide</td>
<td>$1.00</td>
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</tbody>
</table>

Other substitutions will be reviewed by the Associate Superintendent before the substitution is finalized. The terms and conditions of other substitutions will be reviewed with the Associate Superintendent prior to any placements taking place.

All terms of the OAEA contract regarding Shift Differential stay as written.

A President: ____________________________
OACSD Representative: ____________________

April 25th, 2007 and November 5th, 2008 – added Cashier for Lead Food Service Helper and Cook for Cook Manager.
MEMORANDUMS

OF

UNDERSTANDING
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into on the 31st day of May, 1993 by and between the Owego Apalachin Employees Association and the Owego Apalachin Central School District establishes the following understanding related to playground aides:

1. The Owego Apalachin Central School District will be instituting an experimental program, starting in September 1993, which will use playground aides to supervise students on the playground during recess time.

2. The use of playground aides does not establish a past practice or job exclusivity related to the supervision of students on the playground during recess time.

3. The District may continue to use teachers or a combination of teachers and aides to supervise the playground during recess time.

Owego Apalachin Employees Association

Owego Apalachin Central School District

Date

Witness For OACSD

Witness For OAEAA

1-9-93

6-1-93
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into on the 16th day of February, 1995 by and between the Owego Apalachin Employees' Association and the Owego Apalachin Central School District establishes the following understandings related to the assignment of bus runs:

1. In the event that an unencumbered bus run becomes open or a new regular bus run is established, the run shall be posted on the bus garage bulletin board for five (5) work days.

2. Drivers who are interested in the opening shall provide the Supervisor of Transportation with a written letter of interest within the five (5) day posting limit.

3. During the school year, drivers who desire to transfer to another bus run will file a written request of such desire with the Supervisor of Transportation. The Supervisor of Transportation will post the run for five (5) work days on the bus garage bulletin board to determine if any Drivers are interested in switching to the bus run.

4. The Supervisor of Transportation will evaluate all requests and notify the interested drivers of his/her decision in writing within ten (10) days of the original posting.

5. If changes in assignment are made, seniority within the transportation department shall be considered by the Supervisor of Transportation. However, the Supervisor of Transportation will assign or reassign drivers based upon the needs of the District.

6. If a transportation opening becomes available during the summer recess, the District will send the President of the Employees' Association and the Bus Driver Representative a copy of the posting notice. The District will post the position for the first seven (7) days of the school year. A substitute driver will be assigned to the run until the position is filled.

[Signatures and dates]
This Memorandum of Understanding entered into on the 17th day of July, 2000 by and between the Owego Apalachin Employees' Association and the Owego Apalachin Central School District sets forth the following understandings:

1. This agreement shall establish no past practice related the posting of bus runs during the summer.

2. Bus run 183 shall be posted until August 4, 2000. Notice of the opening will be sent to the drivers of the Association.

3. The Association driver representative shall also contact the drivers by phone and inform them of the opening.

4. Other summer driver openings shall be filled in accordance with the February 16, 1995 MOU.

[Signatures and dates]
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into on the 7th day of February, 2000 by and between the Owego Apalachin Employees' Association and the Owego Apalachin Central School District sets forth the following understanding related to the District/Community swimming pool:

1. No past practice shall be established related to the determination of shift differentials or the payment for services.

2. The normal third shift workweek shall start at 9:30 P.M. on Friday and end at 9:29 P.M. on the following Friday. Week days off shall be Saturday and Sunday (6:00 A.M. Saturday to 9:30 P.M. Monday). The work week shall be as follows:
   a. Day 1 Friday 9:30 P.M. - Saturday 6:00 A.M.
   b. Day 2 Saturday - Day Off
   c. Day 3 Sunday - Day Off
   d. Day 4 Monday 9:30 P.M. - Tuesday 6:00 A.M.
   e. Day 5 Tuesday 9:30 P.M. - Wednesday 6:00 A.M.
   f. Day 6 Wednesday 9:30 P.M. - Thursday 6:00 A.M.
   g. Day 7 Thursday 9:30 P.M. - Friday 6:00 A.M.

3. The normal third shift workday shall be between the hours of 9:30 P.M. and 5:00 A.M.

4. The pay differential for work done by unit members normally assigned to the third shift shall be an additional seventy cents ($0.70) for each hour worked during the third shift. Normally assigned second shift unit members whose work hours may extend into the third shift shall not have their shift differential increased for the hours worked during the third shift.

5. The pay for the third shift differential shall be retroactive to December 6, 1999.

6. Holidays that fall during the workweek shall be paid in accordance with Article 4.3.1 of the collective bargaining agreement.

7. Unit members assigned to the pool shall receive a minimum of two hours pay for work that does not extend directly into or beyond their scheduled work time.

8. The work situation at the pool is unique in that not each person working there is employed by the Owego Apalachin Central School District. This unique shared work situation shall in no way abrogate the Association's exclusivity with regard to unit work.
9. Training for unit members employed at the pool shall be provided by the District. Whenever possible, such training shall be during normal work hours. It is understood by the parties that if training is done by outside groups, the training may have to be done outside the third shift.

10. The ultimate responsibility for decisions regarding safety, water quality and the extent of the service provided by the District shall lie with the Supervisor of Facilities or his/her designee.

Kathleen Williams  2/8/00  Bob A. Williams
Owego Apalachin Employees' Date  Witness For OAEA
Association

Owego Apalachin Central  2/10/00  Thomas E. Conley
School District  Date  Witness For OACSD

2/7/00
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ARTICLE 1: RECOGNITION AND DEFINITIONS

1.1. Recognition

1.1.1. In accordance with the certification of the Public Employment Relations Board date March 15, 1979, the Owego Apalachin Central School District hereby recognizes the Owego Apalachin Employees Association as the exclusive negotiating agent for the non-instructional bargaining unit.

1.2. Definitions

1.2.1. The non-instructional bargaining unit is defined as all Civil Service employees employed by the Owego Apalachin Central School District for twenty (20) hours or more per week in a regular employment relationship with the exception of summer itinerant help and those classified as either management or confidential. Said management and confidential positions are as follows:

1.2.1.1. District-wide Supervisors (management)
   Head Bus Driver
   Head Mechanic
   All Central Office Personnel

1.3. Employee Classifications

1.3.1. For the purpose of this Agreement only, members of this bargaining unit shall be identified as Class 1, Class 2, Class 3, Class 4 or Class 5 employees.

1.3.1.1. Class 1 refers to those employees who are engaged in twelve (12) month employment.

1.3.1.2. Class 2 refers to those employees who are engaged in 10 1/2 month employment.

1.3.1.3. Class 3A refers to cooks who have a ten (10) month employment relationship in accordance with the District calendar.

1.3.1.4. Class 3B refers to employees who are engaged in a twelve (12) month employment relationship of at least six (6) hours per day, but less than full time.

1.3.1.5. Class 4 refers to those employees who have a regular employment relationship of at least six (6) hours per day, but less than full time.

1.3.1.6. Class 5 refers to those employees who have a regular employment relationship of at least four (4) hours per day, but less than six (6) hours per day.
1.4. General

1.4.1. The Owego Apalachin Employees Association shall be referred to herein as the Association. The Owego Apalachin Central School District will be referred to herein as the District. Unless otherwise indicated, members of this bargaining unit will hereinafter be referred to as employees.

ARTICLE 2: ASSOCIATION RIGHTS

2.1. Rights

2.1.1. The Association shall have the right to use appropriate district bulletin boards designated by the district, intradistrict mail services, and upon prior request, meeting rooms on a space available, no cost basis except where additional custodial services are required. It is understood that these facilities are not to be used for local, State, or Federal political activities or purposes.

2.1.2. The agenda and any addendum agenda for each Board meeting shall be sent to the President of the Association as soon as it becomes available.

2.1.3. A copy of the Board minutes of public meetings will be sent to the President of the Association.

2.1.4. The Chairperson of the Association Grievance Committee shall be released from his/her duties to attend an Association grievance hearing without loss of pay or benefits.

2.1.5. Association members who are testifying at a grievance hearing shall be provided release time from duties without loss of pay or benefits.

2.1.6. The President of the Association or the President's designee will be allowed up to seven (7) working days per annum for the purpose of conducting association business outside of the school district. The President of the Association shall request such leave from the Superintendent of Schools or his/her designee, at least five (5) days in advance. The Association shall reimburse the District for the cost of substitutes for the first five (5) days of Association business. The Association will not be required to reimburse the District for the cost of substitutes for the remaining two (2) days. In a bona fide emergency, the Superintendent of Schools may waive the five (5) day request requirement.

2.1.7. Prior to December 1st, of each year, the President will be provided with a seniority list created by the district for each job title.

2.2. Deductions

2.2.1. The District will deduct membership dues from wages upon written authorization from each employee and remit the same to the Association.
2.2.1.1. The Association will provide the District with the current rate of membership dues for each unit member by November 15th. Assuming the Association has met the November 15th notification, the District will begin dues deductions on the first payroll in December and continue the deductions for a total of ten (10) consecutive paydays. If the Association does not provide the membership dues information by November 15th, the District does not have to begin dues deductions until the second paycheck in January. For unit members hired after the first dues deduction, pro-rated dues for up to ten (10) consecutive paychecks shall be deducted after the Association has provided the District with the pro-rated dues for the unit member. If ten (10) paydays are not left in the school year, the pro-rated dues will be deducted over the remaining paydays in equal installments.

2.2.2. The District will deduct from wages of each employee upon written authorization the following additional deductions:

2.2.2.1. The appropriate proportion net premium for health and dental insurance

2.2.2.2. United States Savings Bonds

2.2.2.3. Tax Sheltered Annuities shall be limited to two (2) companies beyond the twelve (12) companies currently utilized by the District.

2.2.2.4. Credit Union deductions

2.2.2.5. NYSUT Benefit Trust

2.2.2.5.1. Changes in deductions for the NYSUT Benefit Trust program are limited to the first week of January, first week of April, first week of July and the month of September.

2.2.2.6. Flexible Spending Account

2.2.2.6.1. Those employees who take part in the Medical Care Reimbursement Account and the Dependent Care Reimbursement Account will pay the monthly administrative charge for these accounts.

2.2.3. The District will provide for direct bank deposit of paychecks for employees covered by this agreement. The number of banks shall be limited to ten (10). Banks may be added to the list provided there are at least five (5) depositors interested in direct deposit at that bank.
2.2.3.1. The following banks or their successors in interest may be used for the direct deposit of paychecks:

Chase
Tioga State Bank
BSB Bank and Trust
HSBC
Visions Credit Union
1st National Bank of Norwich
Chemung Canal Trust
M & T Bank
Key Bank
BCT Credit Union
Community Bank

2.2.3.2. Unit members shall use direct deposit for their paychecks effective July 1, 2001. Bargaining unit members employed prior to July 1, 2000 may use a bank for direct deposit which is not on the list above. All bargaining unit members hired on or after July 1, 2000 must use the banks listed in section 2.2.3.1. for direct deposit of their paychecks.

2.2.4. The District agrees to deduct voluntary contributions (minimum of $1.00 per pay period) for VOTE/COPE from each member of the bargaining unit who provides the District with written authorization for the deduction. Such deductions shall take place starting with the first payroll in November and ending with the last payroll in June of each school year. The Association will provide the District with the signed VOTE/COPE authorization cards by October 15th of each school year.

2.2.5. Summer Paycheck

2.2.5.1. Effective the 2008-09 school year, each employee can sign up to have a specific deduction taken from their bi-weekly paycheck and collected and distributed in a second paycheck along with the last paycheck in June. Deductions are as follows:

2.2.5.1.1. Class 1, 2, 3A, and 3B - $25 or $50 per bi-weekly paycheck.

2.2.5.1.2. Class 4 and 5 - $25 per bi-weekly paycheck. A Class 4 or 5 employee who has an annual salary of $18,500 or more may elect a $50 deduction from his/her bi-weekly paycheck.

2.2.5.2. Once the employee has submitted the “summer paycheck” form they are committed for an entire fiscal year. A fiscal year is defined as July 1st through June 30th.
2.2.5.3. Deductions will be taken September through June, starting with the 2nd paycheck in September.

2.2.5.4. The member must notify the district in writing to "discontinue" this benefit. Discontinuation of this deduction will not take place until the next fiscal year.

2.3. **Agency Fee Deduction**

2.3.1. The District and the Owego Apalachin Employees Association recognize that negotiations and administration of collective agreements and related activities entail expenses which are appropriately shared by all employees covered by such agreements. It is further recognized that the Association by reason of its status as the "Exclusive Representative" of all employees in the bargaining unit is obliged to fairly represent all such employees without regard to their membership in the Association. Additionally, the District recognizes, based on the information provided by the Association, that the vast majority of the Association bargaining unit is dues paying members of the Owego Apalachin Employees Association. In consideration thereof, the District agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association an agency fee in the amount equivalent to the unified dues of the Association and to transmit the sum so deducted to the Association.

2.3.1.1. The Association will provide the District with the current rate of membership dues no later than November 15th.

2.4 **Membership Representation**

2.4.1. Any complaints regarding a unit member made by any member of the administration, by a parent, a student or other person shall be investigated by the District. At the conclusion of the District's investigation, the union president shall be informed of the action that will be taken by the District. The unit member will be afforded the representation rights set forth in Civil Service Law Section 75(2).

2.4.2. In a situation in which a supervisor, administrator, or the Board of Education may choose to meet with an Employee for the purpose of potential discipline or reprimand, the Employee shall be given the opportunity to have union representation at such meeting.

2.4.2.1. **Union Representative**

A union representative will be considered any union officer or any elected representative, and is not required to be from the employee's department.

2.4.2.2. If an employee, having been informed of his/her right to union representation, chooses to waive that right and declines to have a union representative present, he/she shall sign the agreed upon union representation waiver form provided by the District. (Appendix D)
ARTICLE 3: MANAGEMENT RIGHTS

3.1. Rights

3.1.1. This document constitutes the full and complete contract by and between the Owego Apalachin Employees Association and the Owego Apalachin Central School District regarding matters related to terms and conditions of employment. The Association and the Superintendent further agree that except as specifically limited, abridged, or relinquished by the terms and provisions of this Agreement, all rights to manage, direct, and supervise the operations of the school district and the employees are vested solely in the Owego Apalachin Central School District.

3.2. Savings Clause

3.2.1. If any provision of this Agreement or any application of the Agreement to any employee or group of employees covered hereby shall be found contrary to law or appropriate rules of the Civil Service Commission or the Commissioner of Education and such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications of the Agreement will continue in full force and effect.

ARTICLE 4: WORK DAY, WORK WEEK, WORK YEAR

4.1. Chart - Work Day, Work Week, Work Year

It is agreed that the standard work year*, work week+, and work hours for members of the bargaining unit is as follows:

<table>
<thead>
<tr>
<th>Class</th>
<th>Weeks/Year</th>
<th>Hours/Week</th>
<th>Hours/Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 1</td>
<td>52</td>
<td>40</td>
<td>8</td>
</tr>
<tr>
<td>Class 2</td>
<td>46</td>
<td>40</td>
<td>8</td>
</tr>
<tr>
<td>Class 3A</td>
<td>District Calendar</td>
<td>40</td>
<td>6 1/2**</td>
</tr>
<tr>
<td>Class 3B</td>
<td>52</td>
<td>30 - 39.9</td>
<td>6</td>
</tr>
<tr>
<td>Class 4</td>
<td>40 or less</td>
<td>30 - 39.9</td>
<td>6</td>
</tr>
<tr>
<td>Class 5</td>
<td>40 or less</td>
<td>20 - 29.9</td>
<td>Less than 6</td>
</tr>
</tbody>
</table>

* Work Year: July 1 - June 30
+ Work Week: Wednesday, 12:00 a.m. - Tuesday, Midnight
**Excludes Lunch

4.2. Breaks

4.2.1. All bargaining unit members working six (6) hours or more per day shall have two (2) ten (10) minute rest breaks during the work day exclusive of lunch break. All bargaining unit members working less than six (6) hours per day shall have one (1) ten (10) minute rest break during the work day exclusive of lunch break.
4.3. **Overtime**

4.3.1. Overtime authorized in advance by the Superintendent of Schools or his/her designee shall be paid at the rate of time and one-half for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Paid holidays shall be considered hours worked for the purposes of computing overtime.

4.3.2. Overtime shall be calculated at time and one-half. When requested to work on a paid Holiday, members will be paid at double time for the hours worked plus payment for the Holiday. Holidays shall be defined as per Article 7.1.

4.4. **CSE - Child Assigned Aides**

4.4.1. In the event a child assigned aide's student is absent, the building principal or his/her designee will attempt to re-assign the aide, upon the employee's request, to other appropriate duties. If the principal or his/her designee determines that no alternative assignment is available, the aide will be paid for the number of hours he/she was in the building prior to being sent home by the principal or his/her designee.

4.5 **Flex Time**

4.5.1 Flexible working time arrangements are subject to the approval of the employee's immediate Supervisor.

**ARTICLE 5: FRINGE BENEFITS**

5.1. **Worker's Compensation Insurance**

5.1.1. If a bargaining unit member is injured on the job which is compensable under workers compensation and is unable to work, there will be no loss of pay or sick leave during the first five (5) days of absence. On the sixth day, the member shall have the choice of using sick leave and receive full wages during the course of the absence or the member may elect not to use sick leave and receive whatever compensation payments are due him/her through the Worker's Compensation Program.

5.2. **Health Insurance**

5.2.1. The district shall make available to the members of this unit a Health Insurance Plan with benefits at least equal to the Select Blue (Blue Cross, Blue Shield, Major Medical) in effect during the 1986-87 school year.
5.2.1.1. The Co-Pay for the prescription card plan effective July 1, 2004 shall be:

- Tier One: $0.00
- Tier Two: $10.00
- Tier Three: $25.00

(Mail Order - 3 Month Supply)

- Tier One: $0.00
- Tier Two: $0.00
- Tier Three: $0.00

5.2.2. For the 2007-08 school year, Class 1, 2 and 3A employees may participate in the above plan with the employee paying $100.00 of the premium for individual coverage and the district paying 83% of the premium for family coverage.

5.2.3. For the 2007-08 school year, Class 3B, 4 and 5 employees may participate in the above plan with the school district paying 85% of the premium for individual coverage and 65% of the premium for family coverage.

5.2.4. Effective July 1st, 2008, the employee contribution rate is based upon the total individual or family insurance premium. The 2008-2012 school year employee contributions are as follows:

<table>
<thead>
<tr>
<th>Class 1, 2 and 3A:</th>
<th>Individual Percentage</th>
<th>Family Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008-09</td>
<td>4%</td>
<td>12%</td>
</tr>
<tr>
<td>2009-10</td>
<td>6%</td>
<td>13%</td>
</tr>
<tr>
<td>2010-11</td>
<td>8%</td>
<td>14%</td>
</tr>
<tr>
<td>2011-12</td>
<td>10%</td>
<td>15%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Class 3B, 4 and 5:</th>
<th>Individual Percentage</th>
<th>Family Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008-09</td>
<td>15%</td>
<td>23%</td>
</tr>
<tr>
<td>2009-10</td>
<td>15%</td>
<td>20%</td>
</tr>
<tr>
<td>2010-11</td>
<td>15%</td>
<td>17%</td>
</tr>
<tr>
<td>2011-12</td>
<td>15%</td>
<td>15%</td>
</tr>
</tbody>
</table>

5.2.4.1 The net increased employee cost of health insurance (resulting from either an increased percentage paid by the employee according to this contract, and/or a percentage increase in the overall health insurance premium) shall be added annually, where applicable, to each employee's base wage. Examples are referenced in Appendix E.

5.2.5. Effective as soon as practicable, the Blue Cross/Blue Shield PPO-H plan shall be a voluntary health insurance option for all bargaining unit members. The bargaining unit
5.2.6. Any member of the bargaining unit requesting an extended leave of absence due to illness and has utilized all of his/her accumulated sick leave, the district will continue to pay the cost of his/her health insurance for a period up to one (1) year. The employee will be responsible for that portion of the premium that is the employee's responsibility as outlined in section 5.2.4 of the agreement.

5.2.7. Class 1, 2 & 3A employees who retire after June 30th, 2008 but on or before June 30th, 2012, shall receive a lump sum payment of $1,500. Notwithstanding any provision of the Taylor Law, this provision fully expires June 30th, 2012. Members must be a participating member of the health care plan for a minimum of one year excluding qualifying events, in order to be eligible for the lump sum.

5.3. Dental Insurance

5.3.1. The school district will maintain a dental insurance plan at least equal to Blue Shield Plan B Dental Plan (basic Plan, additional basic, periodontics, prosthetics and orthodontics).

5.3.2. Class 1, 2, and 3A employees may participate in the above plan with the school district paying 100% of the premium for individual coverage and 50% of the premium for family coverage.

5.3.3. Class 3B, 4 and 5 employees may participate in the above plan with the school district paying 80% of the premium for individual coverage and 40% of the premium for family coverage.

ARTICLE 6: LEAVES

6.1. Sick Leave

6.1.1. Class 1, 2 and 3 employees may earn sick leave at the rate as outlined below of the current negotiated agreement on an annual basis. At the end of the third year of employment (anniversary date), an employee will have their accumulated sick leave earnings increased three (3) times the amount accrued. Following the third year, employees will continue to earn sick leave on an annual basis as outlined in Section 6.3.1. Sick leave may be earned up to a maximum of one hundred ninety (190) days. Annual Family Leave which can be used for Personal Business or Bereavement is not cumulative and is limited as outlined in Section 6.3.1.
Annual Accrual
Class 1  11
Class 2  9
Class 3  9

6.1.1.1. In no case, will the tripling of sick days exceed ninety (90) days.

6.1.2. Class 4 and 5 employees may earn sick leave at the rate as outlined below of the current negotiated agreement on an annual basis. At the end of the third year of employment (anniversary date), an employee will have their accumulated sick leave earnings increased three (3) times the amount accrued. Following the third year, employees will continue to earn sick leave on an annual basis as outlined below. Sick leave may be earned up to a maximum of one hundred sixty-five (165) days. Annual Family Leave which can be used for Personal Business or Bereavement is not cumulative and is limited as outlined in Section 6.3.1.

Annual Accrual
Class 4  7
Class 5  7

6.1.3. If an employee is absent due to illness and has not accrued sufficient leave, said employee will be placed on unpaid leave of absence in accordance with eligibility conditions for unpaid leave defined under this Article.

6.1.4. Sick leave that is not used during the year shall be allowed to accumulate up to the maximum amounts specified in sections 6.1.1. and 6.1.2.

6.1.5. When on paid sick leave, the unit member shall be paid at their regular hourly rate for the hours they would have been scheduled to work on that day. If a unit member is not scheduled to work on a given day, then they will not receive any sick pay for the day.

6.1.6. Sick leave is to be used for unit member's personal illness or personal doctor/dentist appointments.

6.1.7. If an employee resigns and leaves the District, without retiring, and has not used all their accrued sick days, the unused days will be placed in the sick bank.

6.1.8. An employee must file a Certification of Personal Illness with the immediate supervisor after five (5) consecutive duty days of absence due to illness or physical disability. This requirement must be met before the employee will be permitted to return to duty. However, certification of personal illness may be required at any time.

6.1.9. For the purpose of computing Sick Leave accumulation after the third year of employment, for any bargaining unit member employed during the life of the current contract, days contributed to the Sick Leave Bank will be deducted from their total after the tripling of their days, as per Article 6.1.
Example A:
30 days - 0 used sick days = 30 x 3 = 90 days
90 days - 1 day donated to the bank in the three years
= 89 total sick days after three years of employment.

Example B:
24 days - 10 used sick days = 14 x 3 = 42 days
42 days - 2 days donated to the bank in the three years = 40 total sick days after
three years of employment.

6.2. SICK BANK

6.2.1. A Sick Leave Bank will be established for the purpose of providing additional sick
leave to unit members who incur absences due to serious illness or injury which
requires them to be absent beyond the number of earned sick leave days that the
employee has available.

6.2.2. A committee composed of the President of the Owego Apalachin Employees
Association and the Superintendent of Schools or his/her designee will make all
decisions regarding the awarding of additional sick days from the bank. Both members
of the committee must agree prior to any days being awarded.

6.2.3. The sick leave bank may not be used by any member who incurred an illness or an
injury while engaged in employment other than for the school district.

6.2.4. The committee will make an evaluation of the use of the sick leave bank prior to the
next round of negotiations so that information may be considered regarding the
continuation of the sick leave bank in future contracts.

6.2.5. Effective July 1, 2004 the district will add 180 days to the OAEA sick leave bank
account. All current members of the bargaining unit will be members of the sick leave
bank effective July 1, 2004.

6.2.5.1. Only those employees contributing to the bank may take advantage of the
bank.

6.2.6. All new bargaining unit members are automatically members of the Sick Leave Bank.
A new bargaining unit member must donate their first earned sick day to the sick bank.

6.2.7. A bargaining unit member will not be required to donate a day of their earned sick
leave to the Sick Leave Bank until the Sick Leave Bank is reduced to 25 days. Once
the bank reaches 25 days, each bargaining unit member will have one of their earned
days donated to the sick leave bank.

6.2.8. Use of the Sick Leave Bank by bargaining unit members shall be subject to the
following rules:
6.2.8.1. The bargaining unit member must have worked in the District for a period of six (6) months to be eligible to use the Sick Leave Bank.

6.2.8.2. The bargaining unit member must have used all their earned sick leave days before requesting to use days from the Sick Leave Bank and been on unpaid leave for five (5) consecutive days after using up all their earned sick leave days.

6.2.8.3. In cases where there is a chronic illness or where ongoing treatment causes continuing absence after the bargaining unit member returns to work, the five (5) consecutive day rule may be waived.

6.2.8.4. The bargaining unit member must present the District with a note from his/her doctor as to the reason for the absence and the anticipated return to work date.

6.2.8.5. The maximum number of days that can be used by a bargaining unit member during a school year (July 1st – June 30th) is fifty (50) days.

6.2.8.6. The Sick Leave Bank may not be used for elective surgery which could be performed at a time when school is not in session.

6.2.8.7. The Sick Leave Bank may not be used for Worker's Compensation claims.

6.3. Family Leave

6.3.1. Members of the bargaining unit are entitled to leave in accordance with the maximum established in the following chart:

<table>
<thead>
<tr>
<th>Class</th>
<th>Annual Family/Bereavement Leave</th>
<th>Personal Leave</th>
<th>Total Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 1</td>
<td>7</td>
<td>3</td>
<td>10</td>
</tr>
<tr>
<td>Class 2</td>
<td>5</td>
<td>3</td>
<td>8</td>
</tr>
<tr>
<td>Class 3</td>
<td>5</td>
<td>3</td>
<td>8</td>
</tr>
<tr>
<td>Class 4</td>
<td>3</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>Class 5</td>
<td>3</td>
<td>3</td>
<td>6</td>
</tr>
</tbody>
</table>

6.3.2. Family leave is provided for utilization by members of the bargaining unit for illness or death in the immediate family. The immediate family is defined as the employee's spouse, children, parents, parents-in-law, brother, sister, grandfather, grandmother, any non-relative living with and dependent upon the employee, or a relative who is dependent upon the employee.

6.4. Personal Business Leave

6.4.1. Personal business leave is provided for the conduct of personal affairs that cannot be transacted outside the employee's regular working hours. No specific notation needs to
be made if the reason falls within the legitimate reason list in 6.4.1.2.1. through 6.4.1.2.10. Personal business days are non-accumulative.

6.4.1.1. Members of the bargaining unit will file with the Superintendent or his/her designee, notification for personal business leave at least two (2) days in advance, barring an emergency, of the date for which such personal leave is required.

6.4.1.2. Some examples of legitimate requests for personal business leave include:

6.4.1.2.1. Attendance at a non-family funeral

6.4.1.2.2. College interview, admittance or graduation of a son or daughter

6.4.1.2.3. College graduation of a spouse

6.4.1.2.4. Observation of religious holidays

6.4.1.2.5. Legal transactions; Family medical, Psychiatric, Counseling; Court

6.4.1.2.6. Taking or picking up a son or daughter who is attending college

6.4.1.2.7. Moving yourself or an immediate family member

6.4.1.2.8. Attending a wedding out of town

6.4.1.2.9. Taking a family member to or picking up a family member at an airport, train station or bus stop

6.4.1.2.10. Special family events or occasions (e.g. concert performances by a family member, sporting events involving family members, etc.)

6.4.1.2.11. Two personal business days may be used as “no reason given” provided it is used to conduct personal affairs that cannot be transacted outside duty hours prescribed for employees, is not one of the reasons listed in 6.4.2. and is not the day before or after a school recess. If you choose this reason, you must circle or note that this is your choice.

6.4.1.2.11.1. If personal business leave is not used the day before or the day after a school recess/holiday or personal vacation, no further explanation is necessary (Section I of Personal Business Form-Appendix C).
6.4.2. Paid personal business leave is not approved for:

6.4.2.1. Attendance at meetings or conferences for public or private organizations or agencies.

6.4.2.2. Extending family or personal vacations unless approved by the Superintendent of Schools or his/her designee.

6.4.2.3. Extending a holiday or school vacation unless authorized by the Superintendent of Schools or his/her designee.

6.4.2.4. Personal gain

6.4.2.5. Recreation (e.g. hunting, fishing, shopping)

6.4.3. Conditions regulating all personal leave:

6.4.3.1. A request for a personal business day the day before or after a school recess, holiday or personal vacation requires a written reason (Section II of Personal Business Form) and approval of the Superintendent of Schools or his/her designee.

6.4.3.2. Employees must provide the Supervisor/Principals with at least two (2) days notice, barring an emergency.

6.5. Bereavement Leave

6.5.1. Bereavement leave may be charged to the paid leave account for bereavement purposes. This leave provides for absences without loss of pay for bereavement of friends or relatives not covered under family leave as outlined in Section 6.3.2.

6.5.2. Upon request from the bargaining unit member, the Superintendent of Schools or his/her designee may grant up to ten (10) additional days per school year for bereavement, family emergency or sick leave.

6.6. Unpaid Leaves of Absence

6.6.1. Any member of the bargaining unit that so desires may request an unpaid leave of absence for the purpose of maternity or the assumption of family responsibilities. Such request shall be submitted to the Superintendent of Schools or his/her designee for his/her consideration not less than ninety (90) days prior to the commencement of such leave. Unpaid leaves of absence may be granted in increments of ninety (90) days not to exceed a total of three hundred sixty (360) days for any such request. In a bona fide emergency, the ninety (90) days prior notice may be waived by the Superintendent.

6.6.2. Any member of the bargaining unit that utilizes all of the accumulated sick leave shall automatically receive an unpaid leave of absence for a period not to exceed thirty (30)
days. Should the member of the bargaining unit require an additional unpaid leave of absence for reasons of health that person shall submit to the Superintendent of Schools or his/her designee, a request therefore accompanied by appropriate medical documentation. The initial request must be submitted on a form provided by the school district prior to or during the first thirty (30) days or the member of the bargaining unit shall be deemed to have forfeited his/her rights to employment. Additional unpaid leaves may be granted for matters of health in increments of up to thirty (30) days not to exceed a total of three hundred sixty (360) days for any single illness.

6.6.3. Members of the bargaining unit shall notify the Superintendent of Schools thirty (30) days prior to the expiration of such leave (except in matters of health) of their intention to return to duty. The employee shall then be returned to the same duty classification, but not necessarily placed in the same position or location assigned upon commencement of leave.

6.6.4. During the term of leave, salary and benefits shall be discontinued. The member of the bargaining unit shall have the option of remaining an active participant in the health and dental programs provided by the school district by contributing the full costs of the health and dental premiums.

6.6.5. Under no circumstances will unpaid leaves of absence be granted for employment nor for engaging in self-employment.

6.6.6. If the employee works less than half the work days in the work year, the employee will remain on the same salary attained prior to the granting of leave and will not be eligible for the negotiated salary increase the following year.

6.7. Special Leaves of Absence

6.7.1. What was formerly referred to as Jury Duty shall now be referred to as Special Leave.

6.7.2. Should a member of the bargaining unit be required to serve as juror by any court of competent jurisdiction, then they shall receive their regular compensation for such period. Any monies received by the member of the unit for jury service other than expenses, shall be reimbursed to the school district. Should the juror be released by the Judge three (3) or more hours prior to their normal quit time, they shall return to work for the balance of the work day.

ARTICLE 7: HOLIDAYS AND VACATIONS

7.1. Holidays

7.1.1. Class 1 employees shall receive thirteen (13) paid holidays per annum.

7.1.2. Class 2 and 3B employees shall receive twelve (12) paid holidays per annum.
7.1.3. Class 3A employees shall receive eleven (11) paid holidays per annum.

7.1.4. Class 4 employees shall receive five (5) paid holidays per annum.

7.1.5. Class 5 employees shall receive five (5) paid holidays per annum.

7.1.6. These holidays shall be designated by the district and shall be in coincidence with legal requirements and organizational needs.

7.2. Vacations

7.2.1. Class 1 and Class 2 employees only are entitled to earn vacation credit in the following manner:

7.2.2. Class 1: Employees earn vacation days to be taken in the year following the year in which earned in accordance with the following schedule:

<table>
<thead>
<tr>
<th>As of July 1, 2008</th>
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</thead>
<tbody>
<tr>
<td>1st through 5th year</td>
<td>11 days</td>
</tr>
<tr>
<td>6th through 10th year</td>
<td>14 days</td>
</tr>
<tr>
<td>11th through 15th year</td>
<td>17 days</td>
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<tr>
<td>16th through 20th year</td>
<td>21 days</td>
</tr>
<tr>
<td>21st through 25th year</td>
<td>23 days</td>
</tr>
<tr>
<td>26th and beyond</td>
<td>25 days</td>
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</tbody>
</table>

7.2.2.1. All Class 1 vacation (except Clerical) must be scheduled and taken during the six (6) week period immediately following July 1st each year, unless otherwise agreed to by members of the bargaining unit and the Superintendent or his/her designee.

7.2.3. Class 2 and 3B: Employees earn vacation days to be taken the year following the year in which earned in accordance with the following schedule:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1st through 5th year</td>
<td>10 days</td>
</tr>
<tr>
<td>6th through 10th year</td>
<td>13 days</td>
</tr>
<tr>
<td>11th through 15th year</td>
<td>15 days</td>
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<tr>
<td>16th through 20th year</td>
<td>17 days</td>
</tr>
<tr>
<td>21st through 25th year</td>
<td>19 days</td>
</tr>
<tr>
<td>26th and beyond</td>
<td>20 days</td>
</tr>
</tbody>
</table>

7.2.3.1. All Class 2 and 3B employees (and Class 1 clerical employees) may take vacation during Christmas, Easter, spring recess, or other days when school is not in session when approved by the immediate supervisor.

7.2.4. Class 1 and Class 2 employees will be entitled to carry over ten (10) vacation days to be used in the following year.
7.2.5. After the forty-first (41st) day of continuous leave, vacation time shall not be earned for the period of continuous absence.

7.2.6. Contract holidays falling during an approved vacation period will be charged as a holiday, not as a vacation day.

ARTICLE 8: VACANCIES

8.1. Posting

8.1.1. During the year, whenever a vacancy occurs within the non-instructional staff, the District will post notification of such opening as far in advance as possible in each school building. The posting shall be for ten (10) days. During the summer, the ten (10) day posting requirement shall not be in effect. Such notice shall list the position open, minimum salary or hourly rate and if Civil Service Testing is required.

8.1.1.1. If the posting deadline has expired, late applications will be considered at the discretion of the district.

8.1.2. One copy of the posting announcement shall be sent to the Association President and the Association Secretary.

8.1.3. Civil Service open competitive and promotional test announcements received by the District shall be posted by the District in each school building. One copy of the posting announcement shall be sent to the Association President and the Association Secretary.

8.2. Filling

8.2.1. The filling of such positions shall be in accordance with civil service law and regulation. When said law and regulation allow, seniority within the school district shall be one of the factors in the district’s final selection.

ARTICLE 9: MISCELLANEOUS

9.1. Conference Leave

9.1.1. Conference leave may be granted to employees to attend professional and/or work related conferences provided such leave is authorized by the Superintendent of Schools or his/her designee.

9.2. Uniforms - Maintenance/Mechanics

9.2.1. Garage mechanics and maintenance department personnel shall be provided with appropriate protective uniforms through a uniform rental service to be selected by the school district. The rental uniforms shall consist of the following:
9.2.1.1. Garage mechanics shall have pants, shirts, coveralls and a jacket.

9.2.1.1.1. The District will provide garage mechanics a safety shoe allowance of $50.00 per year.

9.2.1.1.2. ASE (Automotive Society of Engineers) Certification - Garage mechanics shall be reimbursed the total cost incurred for certification including registration and test fees that will not exceed $120.

9.2.1.2. Maintenance department workers shall have pants, shirts and a jacket.

9.2.1.2.1. The District will provide maintenance department workers a safety shoe allowance of $50.00 per year.

9.2.1.3. Custodial workers shall have pants, shirts, and a jacket.

9.2.1.3.1. The District shall provide custodial department workers pants, shirts and a jacket.

9.3. Aprons/Shoes - Food Services

9.3.1. During the month of June, each year, one (1) food service employee from each unit (kitchen) will serve on a committee with the Supervisor of Food Services to determine if aprons need to be replaced. If the aprons need to be replaced, the committee will determine the type of aprons that will be purchased for the next school year. The Superintendent of Schools or his/her designee will have veto power, if in his/her judgment, the cost of the aprons chosen, is greater than can be reasonably supported by the Food Service Program. If the aprons need to be replaced and the committee cannot agree upon the choice of an apron by July 30th of each year, the decision will be made by the Supervisor of Food Services.

9.3.2. Each member of the cafeteria staff shall be provided with three (3) aprons.

9.3.3. Shoe Allowance

9.3.3.1. The District will provide Food Service employees a shoe allowance of $35.00 per year.

9.4. School Closings/Delays

9.4.1. In the event schools are closed, or the opening of schools is delayed due to inclement weather, the following rules for payment of employees are hereby established:

9.4.1.1. In the event that schools are closed for the day, Class 1, Class 2 and Class 3B workers shall be allowed up to two (2) hours delayed time getting to
work. Class 3A, Class 4 and Class 5 workers do not work on days when school is closed unless requested to do so by the district.

9.4.1.2. In the event the opening of schools is delayed for up to two (2) hours, workers shall be due in no later than the delayed time.

9.4.1.3. If delayed time is used by workers for the events as described in this Article, such delayed time shall be made up by the worker as assigned by the District. Delayed time as used in this Article shall mean the number of hours not worked during the normal work day when either school is closed or the opening of school is delayed due to inclement weather. Payments for time being made up due to the above will not be considered as overtime.

9.4.1.4. When school is closed, Class 1, Class 2 and Class 3B employees may elect to charge missed time due to weather as Personal Business. When school is closed, Class 3A, Class 4 and Class 5 employees may not charge missed time to Personal Business until after the third snow day. Only one (1) personal business day may be used for this purpose. When school is delayed, Class 1, Class 2, and Class 3B employees may charge missed time due to weather as Personal Business. Class 3A, Class 4 and Class 5 employees may elect to charge missed time which occurs after the delayed opening time to Personal Business.

9.4.1.5. Employees will make every effort to arrive to work at their scheduled times.

9.4.1.6. Employees responding to emergency calls and those asked to report for work during unscheduled time will be guaranteed a minimum payment of two (2) hours salary.

9.5. **Tool Insurance/Stipend - Transportation**

9.5.1. The district will provide Tool Insurance for the Transportation Department mechanics. This insurance program will be a $100 deductible. Each mechanic must submit an inventory of all tools owned by him. Inventory must include a description of each tool including manufacturer and size.

9.5.2. The transportation mechanics will receive an annual tool stipend of $150.00. The stipend shall be paid through the bill schedule following the submission of a paid receipt for the tool purchase.

9.6. **Commercial Driver's License (CDL) - Transportation**

9.6.1. Each bargaining unit member required to have a special class operators license to perform their duties shall have $15.00 per year of said license reimbursed by the district.
9.7. Fingerprinting

9.7.1. Effective date of permanent employment, employees shall be reimbursed for the full cost incurred for fingerprinting.

9.8. Position Abolishment

9.8.1. In the event of the abolishment of Civil Service competitive employees, the District will conform to Civil Service Law and Tioga County Civil Service Rules for reduction in force of competitive employees.

9.8.2. For Tioga County Civil Service non-competitive and labor class employees, the following factors may be used by the district to determine which employees will be excised:

9.8.2.1. Attendance
9.8.2.2. Qualifications
9.8.2.3. Job Performance
9.8.2.4. Seniority
9.8.2.5. College Credits Earned
9.8.2.6. College Degrees
9.8.2.7. Needs of the District

ARTICLE 10: GRIEVANCE PROCEDURE

10.1. Declaration of Purpose

10.1.1. It is the policy of the District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance.

10.2. Definitions

10.2.1. A grievance is any alleged violation of this Agreement or any dispute with respect to its meaning or application.

10.2.2. An employee is any person in the unit covered by this Agreement.

10.2.3. An aggrieved party is the employee or a group of employees who submit a grievance. An individual involved in a grievance as an aggrieved party must sign the grievance form provided by the District. For a group of employees, at least one non-officer in the Association who is aggrieved must sign the grievance, unless the Association officer is a grievant.