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GEN 19634

Agreement between the

**SUPERINTENDENT OF SCHOOLS  
ARKPORT CENTRAL SCHOOL DISTRICT**

and the

**ARKPORT STAFF UNITED**

JULY 1, 2007 THROUGH JUNE 30, 2012

**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

JAN 18 2010

**ADMINISTRATION**

24

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## ARTICLE 1 – UNIT DEFINED

**§ 1.1 Unit defined.** Pursuant to a Public Employment Relations Board order dated July 25, 2007, the Arkport Staff United was certified as the sole and exclusive representative for a unit consisting of the titles of teacher aide (including special education aide, library aide, instructional aide), maintenance mechanic, head building maintenance mechanic, groundskeeper, student services secretary, account clerk/payroll attendance coordinator, cleaner, custodian, and all other secretarial, buildings, grounds and maintenance titles and computer support titles employed by the Arkport Central School District. Excluded shall be the title of secretary to the superintendent and all other employees.

## ARTICLE 2 - DEFINITIONS

**§ 2.1 Definitions.** As used in this Agreement, the term:

- (a) "Association" means the Arkport Staff United.
- (b) "Employee" means any person represented by the Arkport Staff United as his bargaining representative.
- (c) "District" means the Arkport Central School District.
- (d) "Superintendent" means the Superintendent of Schools of the Arkport Central School District.
- (e) "Board" means the Board of Education of the Arkport Central School District.
- (f) "Days" mean calendar days unless otherwise specifically defined under a particular article.

**§ 2.2 Gender and number.** Whenever the context so requires, the use of words in this Agreement in the singular shall be construed to include the plural and words in the plural shall be construed to include the singular. Words, whether they be in the masculine, feminine or neuter gender, shall be construed to include all genders unless the context would require that the gender apply to only one sex. By the use of the aforesaid genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

## ARTICLE 3 - PROCEDURE FOR CONDUCTING NEGOTIATIONS

**§ 3.1 Opening negotiations.** Negotiations may be initiated at the written request of either party, but the first meeting shall be held during the school year in which this Agreement expires.

**§ 3.2 Negotiation procedure.** Negotiation teams of each party shall meet at such mutually agreed upon places and times for the purpose of affecting a free exchange of facts, opinions, proposals, and counterproposals in an effort to reach mutual understanding and agreement.

**§ 3.3 Reaching agreement.** When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing and submitted to the Association and the Board for approval.

**§ 3.4 Copies of agreement.** Copies of this Agreement will be printed at District expense and a copy shall be given to each employee and each new employee as he is hired. Ten (10) additional copies shall be provided to the Association President.

## ARTICLE 4 - PAYROLL DEDUCTIONS

**§ 4.1 Other payroll deductions.** Upon receipt of a proper payroll deduction authorization form, the District will deduct from the salary of an employee deductions for the credit union, U.S. savings bonds, the United Way Fund, retirement contributions, IRC Section 125 salary redirections, tax-sheltered annuities (IRS 403-b accounts), and direct deposit at banks as previously approved by the District.

## ARTICLE 5 - ASSOCIATION PRIVILEGES

**§ 5.1 Use of building facilities.** The Association shall be allowed the use of any room or building without cost upon application for such use in accordance with the policies of the District.

**§ 5.2 Use of mail facilities.** The Association shall have the right to use the inter-school mail and electronic mail for Association business.

**§ 5.3 Right to post communications • access for representatives.** The Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the District.

**§ 5.4 Association leave days.** Designated representatives of the Association shall be granted leave each year to attend to Association business with no loss of pay. The maximum number of days of leave granted per year shall be five (5). The Association shall advise the Superintendent at least forty-eight (48) hours in advance of the person(s) using the leave and the dates of said leave. Additional days, if requested by the Association, may be granted by the Superintendent, if the Association is able to justify the need for said additional days. Said leave days may be taken in two (2) hour increments.

**§ 5.5 Copies of Board agenda and minutes.** A copy of the agenda for each meeting of the Board will be made available to the Association President, or his designee, at the same time that the agendas are distributed to the Board members. In addition, a copy of the regular session minutes from each meeting of the Board will be made available to the Association President, or his designee, at the same time that the minutes are distributed to the Board members.

**§ 5.6 Notification of job openings.** At least three (3) days prior to the first public posting of the newly created position, the Association shall receive a copy of the posting. The Association shall receive at least seven (7) days of advance notice of any change in conditions and terms of employment; i.e., classification or wages, except where such change is required because of an emergency or disaster over which the Board has no control. Said information shall be posted on bulletin boards maintained on the premises and facilities of the District.

**§ 5.7 First Superintendent's Conference Day.** The Association will be provided with one (1) hour during the first Superintendent's conference day. If the Association plans to use less than the allotted hour, then the Association President shall notify the Superintendent in sufficient time so that the opening day schedule may be modified.

## ARTICLE 6 - REDUCTION IN FORCE

**§ 6.1 Seniority defined.** For purposes of this article, seniority shall be defined as the length of continuous service with the District.

**§ 6.2 Layoff • reduction in hours worked.** If the District finds it necessary to reduce the work force, the following shall apply.

(a) The District will act to eliminate the position(s) or to reduce the hours worked in a specific job classification.

(b) Layoffs or reductions in hours worked within the job classification will be determined on the basis of seniority with the least senior employee being the first affected, with the following exception: In the event of a layoff within the job classification of teacher aide, should the teacher aide with the least seniority be a one-to-one aide, then the person affected by said layoff shall be the teacher aide who is not a one-to-one aide with the next lowest seniority.

**§ 6.3 Written notification.** Whenever possible, in the case of a layoff or permanent reduction in work hours, the employee affected shall receive at least thirty (30) workdays of written notification in advance of the action.

**§ 6.4 Recall rights.**

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

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

**ARTICLE 7 - EVALUATION**

**§ 7.1 Evaluation process.** All employees are subject to a formal evaluation by their supervisor and/or the administration. A self-evaluation will be completed by each employee. The written evaluations will be reviewed in a conference between the supervisor and the employee. The employee has the right to submit a written response to the written evaluations. Both of the evaluations and the employee's response, if any, are placed in the employee's personnel file. The evaluation tool is contained in Appendix B.

**§ 7.2 Frequency.** Evaluations are usually done on an annual basis during the months of April, May and June. However, evaluations may be done more often and at other times if the administration deems it necessary. Any employee may submit a written request to be evaluated for a specified reason. The request will be submitted to the Superintendent who will then arrange to have the employee evaluated within twenty (20) workdays.

**ARTICLE 8 - PERSONNEL FILE**

**§ 8.1 Access.** Employees will have the right, upon request, to review the contents of their personnel file and to make copies free of cost of any documents in it with the exception of pre-hire documents. An employee will be entitled to have a representative of the Association accompany him during such review.

**§ 8.2 Contents.** No material will be placed in an employee's personnel file unless the employee has had the opportunity to review the material. The employee shall have five (5) workdays to sign the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. Should the employee choose not to sign the copy, the material shall subsequently be placed in his personnel file. The employee shall have the right to submit a written answer to such materials and have it attached to the copy file.

**§ 8.3 One file.** The District shall maintain only one (1) personnel file for each employee.



## **ARTICLE 9 - DISCIPLINE AND DISMISSAL**

**§ 9.1 Procedure.** Disciplinary action and termination of bargaining unit members shall follow Section 75 of the Civil Service Law.

## **ARTICLE 10 – WORKERS’ COMPENSATION**

**§10.1 Use of sick leave.** Once the Workers’ Compensation case is established as uncontroverted and an employee is absent from work as a result of an accident or occupational disease arising out of or in the course of employment, he will be paid his full salary for the period of such absence up to the amount of the employee’s annual or accrued sick leave. All sick days used for qualifying Workers’ Compensation injuries shall be credited back to the employee. The District will take such steps as is necessary to seek reimbursement from the Workers’ Compensation Board for all sick days.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

The parties agree to try to resolve all grievances informally. However, we recognize that this is not always possible. The formal procedure for handling grievances is as follows.

### **§11.1 Definitions.**

(a) A “grievance” is any alleged violation of District policies, rules, procedure or practices that apply to the aggrieved party or a dispute concerning the interpretation of said policies, rules, procedures or practices.

### **§11.2 Timelines.**

(a) A grievance must be filed within ten (10) working days from the date of the alleged occurrence or knowledge of said occurrence by the aggrieved party. A grievance not filed within this time will be determined to have been waived.

(b) Any grievance not submitted to the next higher step within the specified time will be considered waived.

### **§11.3 Procedures.**

(a) **Right to representation.** The Superintendent recognizes the right of the employees to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances, disputes pertaining to the terms of this Agreement, and other terms and conditions of employment. Said representatives shall also be permitted to appear at meetings and public hearings before the Board.

(b) By entering into this grievance procedure, no party will have forfeited its right to seek redress in court once the procedure has been fully utilized.

(c) **Step 1.** An oral presentation will be made by the aggrieved party to his supervisor. If the discussion with the supervisor does not result in the resolution of the grievance within three (3) workdays, then the aggrieved party may proceed to Step 2.

(d) **Step 2.** Within three (3) workdays after Step 1 is concluded, the aggrieved party may submit a written grievance to the Superintendent. The written grievance must include the following:

- (1) The aggrieved party’s full name and position.

- (2) The time when and the place where the alleged conditions constituting the grievance occurred.
- (3) The identity of the person(s) responsible for causing the events or conditions resulting in the grievance.
- (4) A general statement of the nature of the grievance.
- (5) The relief being sought by the aggrieved party.

The Superintendent may opt to bring the person involved together to discuss the grievance, but this is not a requirement. Within five (5) workdays after the written grievance is received, the Superintendent will submit a written reply to the aggrieved party.

(e) **Step 3.** If the aggrieved party is not satisfied with the Superintendent's decision at Step 2, an appeal may be filed with the Board of Education within five (5) workdays after receiving the decision at Step 2. The format of the appeal will be the same as in Step 2 except that it must also state why the Superintendent's Step 2 decision was not acceptable to the aggrieved party.

(1) Within fifteen (15) workdays after the receipt of the appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session. The aggrieved party may be present at the hearing.

(2) Within ten (10) workdays after the conclusion of the hearing, the Board of Education shall render a decision, in writing, to the aggrieved party.

## **ARTICLE 12 – WORK YEAR • WORKDAY**

**§12.1 Work year.** The work year will be as follows:

(a) The following titles shall work a twelve (12) month year: Computer technician, custodian, cleaner, groundskeeper, head maintenance mechanic, secretary to building principal, secretary to student services, and account clerk.

(b) The following title shall work an eleven (11) month year: Technology coordinator.

(c) The following titles shall work a ten (10) month year: Special education aide, teacher aide, instructional aide, library aide, attendance aide, and school monitor/general aide.

**§12.2 Workday.** Work hours vary from position to position. Except for an emergency, employees must follow their prescribed work schedule unless they have the supervisor's permission, in advance, to do otherwise.

## **ARTICLE 13 - HOLIDAYS**

**§13.1 Holidays.**

(a) All twelve (12) month employees shall receive thirteen (13) paid holidays each year. A list specifying the paid holidays for the next school year shall be published by May 15 each year.

(b) All ten (10) and eleven (11) month employees shall receive twelve (12) paid holidays each year.

**§13.2 Holidays occurring on a weekend.** When a holiday occurs on Saturday or Sunday, the holiday will be granted on the Friday or Monday that the holiday is observed by the District, unless an alternative is agreed upon between the parties.

**ARTICLE 14 - VACATIONS**

**§14.1 Vacation • twelve (12) month employee.** Twelve (12) month employees shall be granted paid vacations according to the following schedule. Each twelve (12) month employee's beginning day of employment shall be used in computing his total number of vacation days. Vacation days are earned at the rate of one-twelfth (1/12<sup>th</sup>) of the annual eligibility per month of work completed. For eleven (11) month employees, vacation allotments shall be pro-rated according to the following schedule.

<b>YEARS OF SERVICE COMPLETED</b>	<b>ENTITLEMENT</b>
One (1) through five (5) years of service completed	Ten (10) days
Six (6) through fifteen (15) years of service completed	Fifteen (15) days
Sixteen (16) through twenty (20) years of service completed	Twenty (20) days
Twenty-one (21) through twenty-two (22) years of service completed	Twenty-one (21) days
Twenty-three (23) through twenty-four (24) years of service completed	Twenty-two (22) days
Twenty-five (25) through twenty-six (26) years of service completed	Twenty-three (23) days
Twenty-seven (27) through twenty-eight (28) years of service completed	Twenty-four (24) days
Twenty-nine (29) through thirty (30) years of service completed	Twenty-five (25) days

**§14.2 Notification of use of days.** Except in an emergency situation, each employee intending to use a vacation day shall notify his immediate supervisor at least seven (7) days in advance. Employees should not expect approval for more than ten (10) workdays on any one (1) request. The Vacation Request Form is contained in Appendix C.

**ARTICLE 15 – LEAVES OF ABSENCE**

**§15.1 Immediate family defined.** For leave purposes, “immediate family” is defined as spouse, child, parent, father-in-law, mother-in-law, sister, brother and any relative actually living in the same household as the employee.

**ARTICLE 16 - SICK LEAVE**

**§16.1 Entitlement.**

(a) Ten (10) and eleven (11) month employees are granted thirteen (13) days of sick leave per year cumulative to one hundred eighty (180) days.

(b) Twelve (12) month employees are granted fourteen (14) days of sick leave per year cumulative to one hundred eighty (180) days.

**§16.2 Usage.** Sick leave can be taken for personal illness or injury or serious illness or injury in the immediate family. A doctor's certificate may be requested and must be submitted when asked for by the Superintendent.

**§16.3 Conversion of sick leave at retirement.** An employee's accumulated sick leave at retirement is converted into a daily rate at the time of retirement. This dollar value will then be used to pay that portion of the health plan that the employee pays at retirement and continues until the dollar value is exhausted. This benefit makes it more important to use sick leave and personal leave wisely.

## ARTICLE 17 - SICK LEAVE BANK

### §17.1 Entitlement.

- (a) A sick leave bank will be established with a maximum of seventy-five (75) days total in the bank.
- (b) Employees may donate days from their accumulated sick leave to establish the bank and keep it going.
- (c) In order to belong, an employee must contribute at least two (2) days to the bank. The maximum number of days an employee may donate shall be four (4) in a fiscal year.
- (d) Employees who do not belong may only join during the month of June, except for new employees. (New employees will have up to thirty (30) days after their employment begins to join.)
- (e) The Superintendent will provide forms to be used for membership application and forms for requests to borrow from the bank.
- (f) A committee will be established to act on (approve or deny) requests for use of the bank. The committee will consist of the Superintendent and two (2) employees to be voted on by the employees. Committee decisions to allow borrowing will be by unanimous agreement only.
- (g) No individual will be allowed to apply to the sick leave bank unless:
  - (1) The person has completed the required forms and has contributed at least two (2) days to the bank.
  - (2) The person has used all current and accumulated sick leave.
  - (3) The person submits written evidence from a physician indicating that he is unable to work because of medical reasons.
  - (4) The person agrees, in writing, to repay the borrowed days at the rate of at least five (5) days per fiscal year. The days paid back each year will be automatically deducted from the person's sick leave allocation at the beginning of each fiscal year.
- (h) The number of days that an employee may borrow in a given fiscal year will be determined by the committee on a case-by-case basis. The committee will consider whether or not an employee will be able to pay the days back within a reasonable time period.
- (i) Employees are encouraged to purchase income protection insurance for longer-term illness or disability.
- (j) The sick leave bank may not be used for cases covered by Workers' Compensation.
- (k) Anyone who separates from the District owing days to the sick leave bank shall be required to repay the monetary value of those days at the employee's daily rate at the time of separation.

## ARTICLE 18 - PERSONAL LEAVE

§18.1 Entitlement. Two (2) days (part of the sick leave entitlement) per year (non-cumulative) may be taken for personal reasons. A written request (no reason needs to be stated) shall be

forwarded to the Superintendent prior to the absence. The Superintendent's decision shall be in writing. It is important for employees to realize that they are using sick leave when they are taking personal days.

**§18.2 Additional personal leave.** A third day of personal leave (part of the sick leave entitlement) may be granted each year at the discretion of the Superintendent. Employees requesting a third day must submit a written request, which includes the reason for the requested absence. The Superintendent's decision shall be in writing.

#### **ARTICLE 19 - BEREAVEMENT LEAVE**

##### **§19.1 Requirements.**

(a) All employees shall receive up to five (5) workdays of leave with pay, exclusive of weekends and holidays in the event of the death of any of the members of the immediate family.

(b) At the discretion of the Superintendent, additional time with pay may be granted in extenuating circumstances.

(c) Bereavement time with pay for other relatives or close friends may be granted at the discretion of the Superintendent.

#### **ARTICLE 20 - UNPAID LEAVE**

**§20.1 Extended leave.** An employee wishing to take an unpaid leave of absence for an extended period (i.e., two [2] weeks or more) will submit his request for such leave to the Superintendent. If the Superintendent recommends the leave and the Board approves the request, the leave will be granted.

**§20.2 Days off without pay.** There may be infrequent instances where an employee has exhausted his leave and vacation time and would suffer a bona fide hardship if he did not receive a day off. In such cases, the employee may submit a written request, in advance, for a day off without pay. The reason must be specified. The Superintendent's decision shall be in writing.

**§20.3 Procedure for unpaid leave.** Leaves without pay do not accrue seniority time, salary increases or any fringe benefits. However, all benefits accruing to the employee at the time of the commencement of the leave will be restored to the employee upon resumption of service.

#### **ARTICLE 21 - HEALTH LEAVE**

**§21.1 Requirements.** An employee who, for reasons of health, is advised by his physician, in concurrence with the school physician, to take time off for treatment or convalescence, may request up to one (1) year of leave of without pay. A physician's written statement will be required both at the commencement and close of such leave. The Superintendent's decision shall be in writing.

#### **ARTICLE 22 - PARENTAL LEAVE**

##### **§22.1 Duration • accrual of benefits.**

(a) An employee will be entitled, upon request, to a parental leave at the discretion of the Board of Education. The unpaid leave will be for a period of up to one (1) year for an employee who has recently adopted or given birth to a child. Leave shall be charged in accordance with the Family Medical Leave Act (FMLA).

(b) The written request must be submitted to the Superintendent at least fifteen (15) workdays in advance. The Superintendent's decision shall be in writing.

**ARTICLE 23 - JURY DUTY/COURT APPEARANCE**

**§23.1 Requirements.**

(a) Employees subpoenaed as witnesses or jurors shall be paid regular pay by the District. The juror should decline any payment by the court.

(b) Employees who are plaintiffs in an action should make use of personal, vacation and days without pay.

(c) In the case of court appearances not arising out of the course of employment, employees should make use of personal, vacation and days without pay.

**ARTICLE 24 – MILITARY LEAVE**

**§24.1 Requirements.** Military leave shall be in accordance with the law.

**ARTICLE 25 – HEALTH INSURANCE**

**§25.1 Eligibility.** Employees must regularly work at least twenty (20) hours per week to be eligible for health plan and life insurance benefits coverage. Temporary employees and substitute employees are not eligible for such benefits.

**§25.2 District-provided coverage.** The District shall provide health insurance through the Steuben Area Health Plan (hereinafter called "the Plan"). Employees may enroll under either the individual or family plan coverage.

**§25.3 District contribution.** The District shall pay a portion of the premium equivalent as follows.

(a) Individual plans.

2008-2009: Ninety-seven percent (97%) of the premium equivalent  
2009-2010: Ninety-four percent (94%) of the premium equivalent  
2010-2011: Ninety-one percent (91%) of the premium equivalent  
2011-2012: Eighty-eight percent (88%) of the premium equivalent

(b) Family plans.

2008-2009: Ninety percent (90%) of the premium equivalent  
2009-2010: Ninety percent (90%) of the premium equivalent  
2010-2011: Ninety percent (90%) of the premium equivalent  
2011-2012: Eighty-eight percent (88%) of the premium equivalent

**§25.4 Retiree coverage.** Retirees are eligible for continuing in the Plan and shall have their accumulated sick leave converted into health benefit premiums. At retirement, employees shall have their health coverage, then in force, continued as follows.

(a) The District shall pay fifty percent (50%) of the premium for individual coverage and thirty-five percent (35%) of the premium for family coverage.

(b) The employee retiring shall have his total accumulated sick leave days equated to a dollar value by multiplying fifty percent (50%) of his per diem pay rate at the time of retirement by the number of accumulated days. This dollar value will then be used to pay the difference in the premium and the percent paid by the District (as per [a] above) until the dollar value is exhausted. Thereafter, the employee may continue to participate by paying the difference between the premium and the percent paid by the District.

(c) In the event that the death of the retiree occurs before this benefit is used up, the sick leave based payments will be canceled. This sick leave benefit is not transferable to the spouse, estate or heirs of the deceased retiree. The spouse of the deceased employee may, however, continue to participate in the Plan by paying the appropriate premium to the District.

(d) Retiring employees who wish to have their spouse covered by health insurance coverage must have them enrolled in the Plan before the employee retires.

**§25.5 Payment in lieu of health coverage.** Any employee eligible for health care coverage who elects not to participate in the health care plan shall receive an annual payment of one thousand two hundred dollars (\$1,200) in lieu of insurance subject to the following conditions.

(a) The employee must complete a waiver of health care coverage form provided by the District.

(b) The employee must supply the District with proof of health care coverage.

(c) The stipend shall be paid at the end of the school year in the form of a voucher with said payment to be in lieu of insurance.

(d) Employees who terminate their services before the end of the school year shall have their annual payment prorated.

(e) Employees who elect this option after July 1<sup>st</sup> of any school year shall have their annual payment prorated.

(f) Employees who re-enter the Plan once they have elected to receive the annual payment shall have their payment prorated.

## **ARTICLE 26 - GROUP LIFE INSURANCE**

**§26.1 Amount of insurance.** The District shall provide employees a group life insurance policy in the face amount of five thousand dollars (\$5,000).

## **ARTICLE 27 - SALARY AND ADDITIONAL COMPENSATION**

### **§27.1 Salary.**

(a) **Retroactivity.** Currently employed bargaining unit members designated by §1.1 of this collective bargaining agreement who were employed as of July 1, 2007, shall receive an increase of fifty cents (50¢) per hour. In addition to this increase, each employee shall receive up to a four percent (4.0%) increase in their hourly rate based upon the performance evaluation that has already been completed. Notwithstanding the Triborough doctrine, this paragraph, §27.1(a), shall operate only during the 2008-2009 fiscal year and shall only apply to those employees employed as of July 1, 2007.

(b) **2008-2009.** Bargaining unit members who return to their positions for the 2008-2009 school year are to receive an increase of three percent (3.0%) over their 2007-2008 salary with the possibility of an additional one percent (1.0%) increase based upon their performance evaluation.

(c) **2009-2010.** Bargaining unit members who return to their positions for the 2009-2010 school year are to receive an increase of three percent (3.0%) over their 2008-2009 salary with the possibility of an additional two percent (2.0%) increase based upon their performance evaluation.

(d) **2010-2011.** Bargaining unit members who return to their positions for the 2010-2011 school year are to receive an increase of three percent (3.0%) over their 2009-2010 salary with the possibility of an additional two percent (2.0%) increase based upon their performance evaluation.

(e) **2011-2012.** Bargaining unit members who return to their positions for the 2011-2012 school year are to receive an increase of three percent (3.0%) over their 2010-2011 salary with the possibility of an additional two percent (2.0%) increase based upon their performance evaluation.

**§27.2 Longevity.** In addition to their hourly rate, each hourly bargaining unit member shall receive an increase as follows.

(a) In the 2008-2009 school year, if the employee has successfully completed their one (1) year probationary period, an increase of fifty cents (50¢) per hour shall be added to their new hourly rate. This will remain a part of their base rate of compensation.

(b) At the completion of five (5) additional years of service, a fifty cent (50¢) per hour increase shall be granted subsequent to the Annual Performance Review. This will remain a part of their base rate of compensation. Leaves of absence will not be included in the five (5) year term; therefore, only actual time worked will count toward the years of service.

(c) Commencing with the bargaining unit member's eleventh (11<sup>th</sup>) year of service, a fifty cent (50¢) per hour increase shall be granted in accordance with the procedures set forth in §27.2(b).

(d) Commencing with the bargaining unit member's sixteenth (16<sup>th</sup>) year of service, a fifty cent (50¢) per hour increase shall be granted in accordance with the procedures set forth in §27.2(b).

(e) Commencing with the bargaining unit member's twenty-first (21<sup>st</sup>) year of service, a fifty cent (50¢) per hour increase shall be granted in accordance with the procedures set forth in §27.2(b).

(f) Commencing with the bargaining unit member's twenty-sixth (26<sup>th</sup>) year of service, a fifty cent (50¢) per hour increase shall be granted in accordance with the procedures set forth in §27.2(b).

(g) Commencing with the bargaining unit member's thirty-first (31<sup>st</sup>) year of service, a fifty cent (50¢) per hour increase shall be granted in accordance with the procedures set forth in §27.2(b).

**§27.3 Shift differential.** Effective July 1, 2008, an additional thirty-five cents (35¢) per hour shall be added to the base hourly rate for each bargaining unit member who works the 3:00 PM to 11:00 PM shift, or any portion thereof greater than one (1) hour.

**§27.4 Overtime • compensatory time.**

(a) **Overtime.** Overtime is not allowed unless it is authorized in advance on the timesheet by the Superintendent, the Director of Student Services or the principal. Exceptions can be made in bona fide emergency situations. The following guidelines will apply.



(1) Overtime is defined as authorized work time in excess of forty (40) hours per work week.

(2) The work week for all employees is from 12:01 AM Saturday until 12:00 AM (midnight) Friday.

(3) The District shall pay for authorized overtime at the rate of one and one-half (1.5) times the employee's regular hourly rate of pay.

(4) Employees who are eligible for and wish to receive compensatory time off instead of overtime pay must submit a written request to the Superintendent each July. The Superintendent's decision will be returned in writing.

(b) **Compensatory time.** Compensatory time off, if allowed, will be at the rate of one and one-half (1.5) hours for each hour of authorized overtime worked, but shall be limited as follows:

(1) An employee may not have more than twenty (20) hours of compensatory time off accumulated at any time unless he has written permission from the Superintendent to exceed this limit.

(2) The employee must submit a written request to the Superintendent at least five (5) workdays in advance of the date that he wishes to use compensatory time off. The Superintendent's decision will be returned in writing.

(3) Compensatory time must be used up by June 30 of each year unless the Superintendent grants written permission to carry it over into the next budget year.

#### **ARTICLE 28 - MISCELLANEOUS**

**§28.1 Savings clause.** If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**§28.2 Section 204-a of the Public Employees' Fair Employment Act.** IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### **ARTICLE 29 - DURATION**

**§29.1 Duration.** The duration of this Agreement shall be for a period to commence July 1, 2007 and to end June 30, 2012.

In witness thereof, the parties hereby have hereunto set their hands and seals the day and year first above written.

**SIGNATURES:**

William S. Stone  
SUPERINTENDENT OF SCHOOLS  
ARKPORT CENTRAL SCHOOL DISTRICT

April 1, 2009  
DATE

Ronni P. Puccio  
PRESIDENT  
ARKPORT STAFF UNITED

April 1, 2009  
DATE

**APPENDIX A – GRIEVANCE FORM**

The following grievance is submitted in accordance with the current agreement between the Arkport Central School District and the Arkport Staff United.

1. Aggrieved party: \_\_\_\_\_
2. Position: \_\_\_\_\_
3. Articles violated: \_\_\_\_\_  
\_\_\_\_\_
4. Time and date grievance occurred: \_\_\_\_\_
5. Place where the alleged events or conditions constituting the grievance existed: \_\_\_\_\_  
\_\_\_\_\_
6. If known, the identity of the person or persons responsible for causing such events or conditions:  
\_\_\_\_\_
7. General statement of the grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Remedy desired: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF AGGRIEVED PARTY

\_\_\_\_\_  
DATE

**ARKPORT STAFF UNITED**

**APPENDIX B – ANNUAL PERFORMANCE EVALUATION**

(For Classified Personnel on Continuing Regular Status)

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

NUMBER OF DAYS ABSENT: \_\_\_\_\_

TIMES TARDY: \_\_\_\_\_

<b>PERFORMANCE FACTORS:</b> E =Excellent S = Satisfactory NI = Needs Improvement U = Unsatisfactory	<b>E</b>	<b>S</b>	<b>NI</b>	<b>U</b>	<b>COMMENTS</b>
Attitude Toward Work					
Cooperation with other Staff					
Dependability					
Initiative					
Job Knowledge					
Response to Helpful Criticism					
Work Habits					
Rapport with Students					
Appearance (clean, neat)					
Speech and voice (optional)					
Quantity of Work					
Quality of Work					
Attendance					
Punctuality					

SUMMARY: \_\_\_\_\_

AREAS OF STRENGTH: \_\_\_\_\_

AREAS IN NEED OF IMPROVEMENT: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF EMPLOYEE

\_\_\_\_\_  
SIGNATURE OF SUPERVISOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

The completed form is to be discussed with the employee and then submitted to the Superintendent by the supervisor.

The employee has the right to submit written comments concerning this evaluation to the Superintendent.

**ARKPORT STAFF UNITED**

**APPENDIX C – VACATION REQUEST FORM**

**REQUEST FOR VACATION:**

- Please submit this request to your supervisor at least two (2) weeks in advance, if possible.

I hereby request \_\_\_\_\_ days of vacation time beginning \_\_\_\_\_ to and including  
(Date) (Date)

\_\_\_\_\_  
SIGNATURE OF EMPLOYEE

\_\_\_\_\_  
DATE

**SUPERVISOR'S APPROVAL OR DENIAL:**

The above request  CAN  CANNOT (check one) be handled without problems.

\_\_\_\_\_  
SIGNATURE OF SUPERVISOR

\_\_\_\_\_  
DATE

**SUPERINTENDENT'S APPROVAL OR DENIAL:**

The above request is  GRANTED  DENIED (check one).

- If the request is denied, the Superintendent will attach a written explanation.)

\_\_\_\_\_  
SIGNATURE OF SUPERINTENDENT

\_\_\_\_\_  
DATE

**ARKPORT STAFF UNITED**

**APPENDIX D – REQUEST TO BORROW FROM THE SICK LEAVE BANK**

**INSTRUCTIONS:**

1. Complete and sign the form.
2. Attach a statement signed by your physician indicating why you are unable to work and how much longer your physician expects you will be unable to work.
3. Submit both items to the Superintendent. The Superintendent will then schedule a timely meeting of the governing committee. The committee will review the request and then act on it.

**REQUEST:**

I hereby request that I be permitted to borrow \_\_\_\_\_ days from the Sick Leave Bank. I agree that if my request is granted, at least five (5) days per year will be automatically deducted from my sick leave each July 1 until all days have been repaid.

---

SIGNATURE OF EMPLOYEE

---

DATE