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Union: **Webster Central School Association of Educational Office Professionals**

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Webster Central School District And
Webster Assn Of Educ Office Profls

664 SD
20620 SEC

Collective Bargaining Agreement

By and Between

The Superintendent of Schools

of the

Webster Central School District

and

Webster Central School

Association of Educational Office Professionals

1999-2002

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

JAN 06 2000

CONCILIATION

WEBSTER CENTRAL SCHOOL
WEBSTER, NEW YORK 14580

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TABLE OF CONTENTS

ACKNOWLEDGMENTS	3
1.0 CERTIFICATION AND RECOGNITION	3
1.1 DURATION	4
1.2 MODIFICATION AND WAIVER	4
1.3 ASSOCIATION RIGHTS	4
1.35 DUES DEDUCTION	4
1.4 MANAGEMENT RIGHTS	5
1.5 CHANGES IN POLICIES AND REGULATIONS	5
1.6 ASSOCIATION BUSINESS	6
1.7 DEFINITIONS: FULL-TIME/PART TIME	6
2.0 EARNED VACATIONS	6
2.1 HOLIDAYS	7
2.2 WORK DAY/WORK YEAR	8
3.0 NOTIFICATION	8
3.1 SENIORITY	8
3.2 BREAK IN SERVICE	9
3.3 OVERTIME & PREMIUM PAY	9
3.4 COMPENSATORY TIME IN LIEU OF OVERTIME	9
3.5 PROBATIONARY UNIT MEMBERS	10
3.6 PERMANENT STATUS EVALUATION	10
4.0 DAYS OF PERSONAL OBLIGATION	10
4.1 ABSENCE FOR PERSONAL ILLNESS	11
4.2 ABSENCE FOR ILLNESS IN FAMILY	12
4.3 ABSENCE FOR DEATH IN FAMILY	12
4.4 ABSENCE FOR JURY DUTY	12
4.5 ABSENCE FOR CHILD-REARING	12
5.0 SALARY AND WAGES	12
5.1 HEALTH INSURANCE	16
5.2 RETIREMENT	17
5.3 LONG-TERM DISABILITY	17
6.0 CONFERENCES AND WORKSHOPS	18
6.1 COMPENSATION FOR ADDITIONAL STUDIES	18
6.2 SAFETY AND HEALTH	19
6.3 EMERGENCY CLOSING	19
6.4 SALARY AGREEMENT	20
6.5 DISCIPLINARY PROCEDURES	20
7.0 GRIEVANCE PROCEDURE	21
7.1 GENERAL CONSIDERATIONS	23
7.2 GENDER CLAUSE	23
INDEX	25

ACKNOWLEDGMENTS

Section I

THE BOARD OF EDUCATION of the Webster Central School District is the legislative body of the School District, and is hereinafter referred to as the "Board".

Section II

THE WEBSTER CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "District") has its administrative offices located in the E. W. Spry Building at 119 South Avenue, Webster, New York.

Section III

SUPERINTENDENT OF SCHOOLS, who is the Chief Executive Officer of the Webster Central School District (hereinafter referred to as the "Superintendent").

Section IV

WEBSTER CENTRAL SCHOOL ASSOCIATION OF EDUCATIONAL OFFICE PROFESSIONALS hereinafter referred to as the "Association").

Section V

THE TERM UNIT MEMBER as used in the context of this contract shall refer to those individuals who are members of the SECRETARIAL UNIT as determined by the Recognition clause of this contract.

Section VI

THE MONROE COUNTY CIVIL SERVICE COMMISSION (hereinafter referred to as the "Civil Service Commission") Rules and Regulations shall supersede any part of this contract which is inconsistent or not in conformance with the Civil Service Commission's Rules and Regulations.

ARTICLE 1.0 - CERTIFICATION AND RECOGNITION

The District hereby reaffirms the recognition of the Association as the employee organization representing secretarial and clerical employees in the District, except those employees designated and approved by PERB as being confidential employees, which representation shall be exclusive. The Association hereby reaffirms that it will act as the above representative for said Unit and that it will not assert the right to strike against the District, to assist or participate in such strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE 1.1 - DURATION

The provisions of this agreement shall become effective on July 1, 1999, and remain in full effect through June 30, 2002, at which time it shall expire.

ARTICLE 1.2 - MODIFICATION AND WAIVER

This agreement shall constitute the full and complete commitment between both parties and 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.

ARTICLE 1.3 - ASSOCIATION RIGHTS

Membership in the Association shall be voluntary.

The Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the District provided, however, their content is not derogatory or controversial. The District agrees that the building facilities of the District shall be available for Association meetings when such use does not interfere with any scheduled events. It is agreed that any Unit members scheduled to work on the day of the meeting shall not be allowed to leave their work locations to attend the meeting.

ARTICLE 1.35 - DUES DEDUCTION

The District agrees to deduct membership dues in the Association from the wages of such Unit members who individually and voluntarily authorize the District to deduct the same. Such Unit members must have on file with the Director of Business Services or her/his designee a properly executed and unrevoked dues deduction authorization card. Pursuant to 208.3 (b) of the Civil Service Law, the District agrees to deduct from the salaries of all the secretarial and clerical employees who are not members of the Association, an agency fee equal to the dues deducted from Association members' salaries, provided that the Association complies with all legal requirements regarding the agency fee deduction, including but not limited to accounting and refund procedures. Payroll deduction of Association dues shall take place during each payroll of the month. Payroll deduction of Association dues shall normally become effective the first payroll of the month following the month in which the authorization card is submitted, assuming it is received by the Director of Business Services or her/his designee by the fifteenth of the month.

The Association shall provide the District with a list of unit members for whom dues should be deducted and the original signed dues authorization cards for such Unit members who have voluntarily authorized the District to deduct dues.

The District, at least once each month, shall furnish the Association with a list containing Unit member names and the amount deducted from each respective pay check that month.

The Association will protect, defend, indemnify and save harmless the District from any and all claims, damages, disputes and liability as a result of administering this Article.

ARTICLE 1.4 - MANAGEMENT RIGHTS

The District, subject to such regulations governing the exercise of these rights as are expressly provided in this agreement, or by law, retains the sole right to manage its business and services, and to direct the working force, including:

- A. The right to decide the number and locations of its business and service operations, the business and service operations to be rendered, and the methods, processes, and means used in operating its business and services, and the control of the buildings, real estate, materials, tools, and all equipment which may be used in operating its business and services or in supplying its business and services;
- B. To determine whether and to what extent the work required in operating its business and services shall be performed by unit members covered by this agreement;
- C. To maintain order and efficiency in the operation of its business and services, including the right to hire, lay off, assign, transfer, promote, discipline, discharge, suspend;
- D. To determine the scheduling of the personnel.

The above rights of the District are not all-inclusive, but indicate the type of matters or rights which belong to or are inherent to the District. Any and all rights, powers, and authority the District had prior to entering this agreement are retained by the District, except as expressly and specifically abridged, delegated, granted, or modified by this agreement.

ARTICLE 1.5 - CHANGES IN POLICIES & REGULATIONS

The President of the Association will be notified in writing, and provided the opportunity to discuss, any proposed change in Policy or Regulation affecting members the Secretarial Unit before implementation.

ARTICLE 1.6 - ASSOCIATION BUSINESS

The President of the Association or her/his designee shall have available without loss of pay up to forty (40) hours per school year to use for Representative Assembly, Association Business, or other meetings and conferences directly related to Association business.

Additional hours, should they be needed for negotiations, may be available to the Association upon request by the President of the Association to the Superintendent.

ARTICLE 1.7 - DEFINITIONS: FULL-TIME/PART-TIME

A full-time Unit member shall be defined as one who regularly works a minimum of six (6) hours a day or thirty (30) hours a week.

A part-time Unit member shall be defined as one who regularly works less than six (6) hours a day or thirty (30) hours a week.

ARTICLE 2.0 - EARNED VACATIONS

Twelve-month permanent status employees who have completed one (1) year (July 1—June 30th) of regular employment with the District shall receive ten (10) days vacation with pay. Twelve-month permanent status employees hired after July 1st shall receive prorated vacation days with pay effective the following July 1, based upon 5/6 day for each remaining month rounded off to the nearest whole day.

Twelve-month permanent status employees who have completed five (5) years (July 1—June 30th) of regular employment with the District shall receive one (1) additional day of vacation with pay for each additional year worked thereafter, up to twenty (20) days of vacation with pay after the completion of fifteen (15) years (July 1—June 30th) of regular employment with the District. The eligibility of twelve-month permanent status employees for additional day(s) of vacation after five (5) years of regular employment with the District shall be determined by computing years of employment from the adjusted anniversary date of the commencement of employment. The adjusted anniversary date will be considered the July 1 nearest the date of initial regular employment with the District.

A non-cumulative maximum of six (6) earned but unused vacation days may be accumulated and carried over to succeeding school years.

Ordinarily an earned vacation should be taken during the summer when school is not in session or at a time when the Unit member's absence does not impose a hardship on the immediate supervisor. However, the immediate supervisor will make every effort consistent with the needs of the District to grant vacation days as requested even though it may be when school is in session.

A ten-month or eleven-month Unit member transferring to a twelve-month position shall have the ten-month or eleven-month experience pro-rated for purposes of vacation and longevity benefits, using the total number of full months previously worked as the numerator and twelve (12) months as the denominator in the pro-ration calculation.

ARTICLE 2.1 - HOLIDAYS

The District agrees to provide 52-week employees, who work a regular schedule, the following paid holidays. Such holidays will be designated at the beginning of each year and will include the following, if school is not in session on such days:

- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Friday After Thanksgiving Day
- Christmas Day
- New Years Day
- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Memorial Day

In addition to the above stated holidays, a thirteenth (13th) holiday will be granted any school year in accordance with the approved school calendar for that school year. If the approved school calendar contains only twelve (12) stated holidays, a thirteenth (13th) "floating" holiday will be granted to be used by the Unit member with the prior approval of her/his immediate supervisor.

In the event school is in session on one of the above days, a substitute day will be selected when school is not in session.

Employees who work less than 52 weeks per year, or who work a regular schedule less than full time, shall be entitled to those paid holidays which fall within their work year and which are observed as a school holiday.

When regularly scheduled paid holidays fall on the days listed above, the schedule will include paid days off, as follows, if school is not in session: Sunday – off Monday; Saturday – off Friday.

ARTICLE 2.2 - WORK DAY/WORK YEAR

Summer work hours shall be in effect from July 1 until September 1. The employee's work day shall be one (1) hour less than the normal daily schedule. Alterations to this pattern must have the approval of the Superintendent or his designee.

Unit members normally will not work during the Winter, Mid-Winter, and Spring recess periods. Unit members who do agree to work at the request of their immediate supervisor will be paid for hours worked during recess periods at their regular hourly rates. This compensation is in addition to the compensation received for the balance of the year.

ARTICLE 3.0 - NOTIFICATION

The District agrees to publicize by means of periodic bulletins any and all opportunities for permanent promotion or transfer as they occur. The District shall give the Association President notice in writing prior to the creation of any new position or a change in any existing position. The District will notify the Unit President, by telephone, prior to any posting of a Unit position. Applications for specific openings shall be acknowledged in writing and applicants will be notified in writing when the position has been filled. In choosing among applicants of equal qualifications and work record, preference shall be given to current employees. Promotional decisions concerning Unit members covered by this agreement shall not be subject to the grievance procedure.

ARTICLE 3.1 - SENIORITY

The District and the Association recognize the importance of seniority as evidence of length of service and agree that seniority may be a consideration in all promotions and transfers within the bargaining Unit. However, the District and the Association agree that specific qualifications for the position must have priority in making appointment to positions. Promotional decisions concerning Unit members covered by this agreement shall not be subject to the grievance procedure.

Seniority shall be broken only by (1) voluntary resignation, (2) lawful discharge, (3) leave of absence in excess of one (1) year.

The Superintendent or his/her designee will set an effective date of termination and employees who are laid off shall receive thirty (30) days notice.

ARTICLE 3.2 - BREAK IN SERVICE

A permanent status Unit member who leaves the employ of the District and later returns may, after two (2) additional years of continuous employment with the District, count all years of regular employment toward vacation and longevity benefits. The eligibility of permanent status employees who are counting all years of regular employment shall be determined by computing the years of employment from the adjusted anniversary date of the commencement of return to employment. Adjusted anniversary date shall be considered the July 1st nearest the date of return to regular employment.

ARTICLE 3.3 - OVERTIME & PREMIUM PAY

An employee shall be compensated for the hours worked beyond the normal schedule at the request of the District. Hours in excess of forty (40) in any one (1) week or over eight (8) hours per day will be paid time and one-half.

An employee working at the request of the District on a Sunday shall receive regular and premium pay totaling double her/his regular hourly wage.

An employee working at the request of the District on a holiday as defined in Article 2.1, when school is not in session, shall receive regular and premium pay totaling triple his/her regular hourly wage for the hours worked.

ARTICLE 3.4 - COMPENSATORY TIME IN LIEU OF OVERTIME

Unit members may not work beyond their normal schedule(s) unless assigned overtime by their supervisor(s). In the event a Unit member works an authorized overtime period, he/she shall be paid in accord with Article 3.3 of this Contract.

In lieu of an overtime payment, a unit member may voluntarily elect, with the approval of his/her immediate supervisor, to receive compensatory time off. Such compensatory time shall be calculated at the rate of one and one-half hours for each hour worked in excess of forty (40) hours in any one week or over eight (8) hours per day.

No Unit member can accumulate more than forty (40) hours of compensatory time in any fiscal year. Any additional overtime worked shall be paid in accord with Article 3.3. No compensatory time will be carried over to the next fiscal year. Any fiscal year's unused compensatory time will be paid in the last payroll in June at the Unit member's regular hourly rate applicable to that payroll.

ARTICLE 3.5 - PROBATIONARY UNIT MEMBERS

Section I

The probationary period for Unit members given probationary appointment in accordance with the Rules and Regulations of the Monroe County Civil Service Commission shall be twenty-six (26) weeks from the date of employment.

Section II

Each probationary status Unit member will be evaluated at least twice during this probationary term. One evaluation will be done at approximately mid-term of the probationary period. The evaluations will be done by their immediate supervisors. Each probationary employee will be informed at the time of his/her employment who will be her/his immediate supervisor. The first evaluation will provide recommendations for improvement, if needed. All evaluations will be written. Advancement from probationary status will be upon recommendation of the immediate supervisor and approval of the appointing officer. Probationary Unit members will be notified of pending action prior to the end of their probationary period in writing. If the recommendation is not to appoint, the probationer will be given reasons in writing.

ARTICLE 3.6 - PERMANENT STATUS EVALUATION

All permanent status Unit members will have a written evaluation on a District developed instrument biennially conducted by their immediate administrative supervisor. Each Unit member will be informed at the time of hire or when reassigned to a new position, who is designated as her/his immediate administrative supervisor. No evaluation will be placed in a Unit member's file unless she/he has had the opportunity to review the written evaluation. After the review, the Unit member will affix his/her signature to the written evaluation with the understanding that such signature indicates only that the member has had the opportunity to review the evaluation. Should the Unit member refuse to sign the written evaluation, the evaluator will re-submit the evaluation in the presence of a third party. The third party will affix his/her signature to the evaluation attesting to the fact the Unit member was informed of his/her right to sign the evaluation. After this the evaluation may be placed in the member's file with or without his/her signature.

ARTICLE 4.0 - DAYS OF PERSONAL OBLIGATION

All Unit members covered by this agreement shall be entitled to up to two (2) days of personal obligation absence without loss of pay each year. These days are not to be considered as, or used to extend, holidays or vacation days. These days are to be taken in good faith by Unit members only when pressing personal obligations require their absence from work.

The following reasons are examples of acceptable reasons to justify personal obligation absence:

1. Legal business.
2. To attend funeral of person other than immediate family, relative, close friend, etc.
3. Emergencies such as serious malfunction of home equipment requiring personal attention -- oil burner, pump, etc.
4. Car accident and subsequent related business.
5. Family business such as graduation in immediate family or own graduation, taking child to or from college, religious commencement in immediate family, etc.
6. For those whose religious obligations must be met by attendance during the time school is scheduled, an additional day may be granted at the discretion of the Superintendent.

These days are not cumulative and are separate from all other allowances. Except in the event of an emergency, a written request is to be submitted by the Unit member to the immediate supervisor at least two days in advance for his/her approval. In the event of an emergency written notification is to be submitted by the employee to the supervisor as soon as practicable. A specific reason shall not be required on the written notification.

Under extenuating circumstances, additional days of leave may be granted. Such instances shall require the prior approval of the Superintendent.

ARTICLE 4.1 - ABSENCE FOR PERSONAL ILLNESS

All Unit members shall be allowed absence due to illness without deduction in salary as follows:

- 10-month employees -- 10 days per year
- 11-month employees -- 11 days per year
- 12-month employees -- 12 days per year

Commencing with the 11th year of regular employment, the allotment will be 20, 22, and 24 days per year respectively. Any of the above unused days shall be credited to a sick leave reserve, the total of which shall not exceed 200, 220, or 240 respectively.

Each permanent status employee will be provided a statement of accumulated sick leave days during the month of September.

Unit members employees hired during the school year will be credited with one (1) day of sick leave for each remaining month in the school year in which they are employed.

ARTICLE 4.2 - ABSENCE FOR ILLNESS IN FAMILY

All Unit members, upon approval of their immediate supervisor will be entitled to up to five (5) days per year in the case of illness in the immediate family or household, or for unusual circumstances brought about by such illness. These days are not cumulative and are separate from all other allowances.

"Immediate family" is defined to mean spouse, child, father, mother, sister, brother, grandparent, grandchild, and the same relatives-in-law. Household is defined to mean those who dwell under the same roof, and compose a family.

ARTICLE 4.3 - ABSENCE FOR DEATH IN FAMILY

Upon approval of the immediate supervisor all Unit members will be entitled to up to five (5) days per year in the event of each death in the immediate family (defined as above in 4.2). These days are not cumulative and are separate from all other allowances. One paid day will be provided for the death of an aunt/uncle/niece/nephew.

ARTICLE 4.4 - ABSENCE FOR JURY DUTY

When called for jury duty or subpoenaed as a court witness, absence will be allowed for the length of time required with no deduction of pay.

ARTICLE 4.5 - ABSENCE FOR CHILD REARING

A Unit member may be granted an unpaid leave of absence for child-rearing related to the birth of a child or the adoption of a child. Starting and ending dates of the leave shall begin at a time mutually agreed upon by the employee and the District. Seniority credit shall not be earned during the leave period.

ARTICLE 5.0 - SALARY AND WAGES

- A. For the 1999-00 school fiscal year commencing July 1, 1999, all Unit members hired on or before June 30, 1999, shall have their individual hourly rates increased by 3.5% effective July 1, 1999.
- B. For the 2000-01 school fiscal year commencing July 1, 2000, and ending June 30, 2001, all Unit members hired on or before June 30, shall have their individual hourly rates increased by 3.5% effective July 1, 2000.

- C. For the 2001-02 school fiscal year commencing July 1,2001, and ending June 30, 2002, all Unit members hired on or before June 30,2001, shall have their individual hourly rates increased by 3.5% effective July 1, 2001.
- D. Other portions of this agreement notwithstanding, the following is the minimum hiring schedule for all Unit members in the bargaining unit for the school fiscal years (July 1 - June 30).

MINIMUM HIRING SCHEDULE

	1999-02
S-I	\$13.25
S-II	\$12.25
S-III	\$10.20
S-IV	\$9.20
S-V	\$8.20

S-I THROUGH S-V POSITION LISTINGS:

S-I	Payroll Supervisor Secretary to Director
S-II	Secretary to CDC and Staff Development Secretary to Curriculum Supervisor Secretary to District Level Manager Secretary to Principal
S-III	Accounts Payable Clerk - District Office Benefits Clerk Payroll Clerk Personnel Secretary Pupil Services Secretary Registrar Secretary to Assistant Principal Secretary to Vice Principal
S-IV	Attendance Secretary Elementary Secretary (P.T. or F.T.) Finance Secretary Guidance Secretary Library Secretary Secondary Secretary

S-V

A.V. Clerk
Copy Clerk
Receptionist
Switchboard Operator

PROMOTION POLICY:

Unit members who are permanently appointed to a position in a higher "S" category shall have their individual hourly rates increased by at least the difference in the minimum rates between the appropriate S-categories. If a Unit member returns to a lower "S" category after having been previously permanently appointed to a higher "S" category, there shall be no reduction in their individual hourly rate. If a Unit member is subsequently appointed to a previously held or higher than previously held "S" category, their individual hourly rate shall increase only the difference in the minimum rates between the previously held higher "S" category and the newly appointed higher "S" category.

G. WORK YEAR GUARANTEE AND SALARY PROJECTION:

The District will make available a minimum of 247 paid work days, including paid holidays and earned vacation days, for twelve-month work year employees and 202 paid work days, including paid holidays, for ten-month work year employees.

The required number of paid work days available (as noted in this section) may necessitate scheduling a paid work day (or days) during a normally unpaid school vacation period. Unit members may unilaterally decide not to work (and not be paid) on such days.

H. Non-cumulative longevity increments shall be paid each year in the following manner:

	1999-00	2000-01	2001-02
After completion of:			
5 years of service	\$204	\$211	\$218
10 years of service	\$557	\$576	\$596
15 years of service	\$758	\$784	\$812
20 years of service	\$962	\$995	\$1030
25 years of service	\$1011	\$1047	\$1083

In order to receive these payments, Unit members must complete the applicable number of years of service on or before July 1st of the calendar year the payment is to be made and must be on the Webster Central School payroll on June 30 of such year.

The longevity increment shall be paid in a lump sum by the first October payroll date following eligibility as listed above.

Unit members whose regular assignment is less than 32-1/2 hours but at least nineteen (19) hours per week shall receive one-half the longevity increment stated above.

- I. Non-cumulative increments shall be added as follows for unit members who have earned a NAEOP Professional Standards Program Certificate:
 - a. For 1999-2000:
 1. \$166 annual increment for Basic Certificate, Option I and II.
 2. \$247 annual increment for Associate Professional Certificate, Option I and II.
 3. \$329 annual increment for Advanced I or Advanced II Certificate, Option I and II.
 4. \$413 annual increment for Advanced III, Professional or Masters Certificate, Option I and II.
 - b. For 2000-01:
 1. \$172 annual increment for Basic Certificate, Option I and II.
 2. \$256 annual increment for Associate Professional Certificate, Option I and II.
 3. \$341 annual increment for Advanced I or Advanced II Certificate, Option I and II.
 4. \$427 annual increment for Advanced III, Professional or Masters Certificate, Option I and II.
 - c. For 2001-02:
 1. \$178 annual increment for Basic Certificate, Option I and II.
 2. \$265 annual increment for Associate Professional Certificate, Option I and II.
 3. \$353 annual increment for Advanced I or Advanced II Certificate, Option I and II.
 4. \$442 annual increment for Advanced III, Professional or Masters Certificate, Option I and II.

The full increments set forth above will be added for those Unit members whose regular assignment is 10, 11, or 12 months and who have submitted official evidence of the possession of a certificate no later than June 15 of the year prior to the year the increment will go into effect.

ARTICLE 5.1 - HEALTH INSURANCE

Section I

Blue Cross, Blue Shield, Blue Million major medical coverage and/or a Health Maintenance Organization (HMO) Plan selected by the District will be available to all Unit members.

The District has the right to change administrator if the level of benefits are equal to or greater than the coverage by the existing plans.

Section II

Beginning March 1, 1996, the District shall pay eighty per cent (80%) of the total premium cost stated in Section I above for newly hired Unit members.

The District shall pay ninety per cent (90%) of the total premium cost stated in Section I above for Unit members hired prior to March 1, 1996.

Section III

Unit members will be responsible personally for payment of contractually specified premiums in advance of the due date, payable to the District. Such payment may be by way of payroll deduction.

Section IV

Coverage and premium payment for full-time permanent status Unit members who retire on superannuation will be specified and paid as in Section (2), provided the Unit member has served the District for a period of not less than ten (10) years and has been a member of the health insurance plan for at least one (1) year prior to retirement. The ten-year requirement may be waived by the District in cases of extreme hardship. Health insurance carried for retired Unit members shall continue as family, as well as individual coverage, but individual coverage may not be changed to cover family after retirement.

Section V

- A. Effective July 1, 1987, the District will make available to all Unit members and interested Unit members who retired on or after July 1, 1986, the 100/50 Blue Shield Smile-Saver Dental Plan.
- B. The District will pay eighty-five percent (85%) of the total premium costs for the dental plan stated in (A) above.

Section VI

The District will continue to provide a Pre-Tax Premium Plan to all Unit members for health and dental insurance.

ARTICLE 5.2 - RETIREMENT

Any Unit member eligible to become a member of the New York State Employees' Retirement System, and who is covered under this contract, may do so.

Retirement provisions for Unit members are set by the laws of the State of New York and rules of the New York State Employees' Retirement System.

ARTICLE 5.3 - LONG-TERM DISABILITY

In case of prolonged illness or disability, the District will be responsible for the continuation of the employee's salary in the following manner for twelve (12) months dating from the first day of the illness or disability.

- a. Employee uses all accumulated sick leave.
- b. A ten-day waiting period consisting of ten (10) consecutive work days will elapse after use of accumulated sick leave to determine the fact of prolonged illness or disability. If the illness or disability is to the extent that it continues for twenty-five (25) consecutive work days after the end of the above mentioned ten (10) day waiting period, pay for five (5) of these ten (10) days shall be made to the employee, at the rate of sixty (60%) percent of his daily rate. If the illness or disability is to the extent that it continues fifty (50) work days after the end of the above mentioned ten (10) day waiting period, the payment for the remaining five (5) of the ten (10) days shall be made to the employee at the rate of sixty (60%) percent of his daily rate.
- c. Commencing on the eleventh (11th) day after exhausting accumulated sick leave, the District shall provide for the continuation of sixty (60%) percent of the salary of the employee until the employee returns to work or for the remainder of twelve (12) calendar months from the initial date of the illness or disability, whichever occurs sooner.

- d. The District will cooperate with the Association in providing members of the Association with income protection beyond that provided in the above agreement to the extent of providing payroll deductions for payment of premiums on an income protection policy approved by the Association for its members, forwarding said premiums to the insurance company and allowing the approved group to be considered a Webster Central School District group. These payments shall commence on an agreed upon date and information shall reach the Webster Central School District Business Office in a manner agreed upon by the Director of Business Services and the President of the Association.

The Association agrees to hold the District and the Director of Business Services harmless from any and all damages or liabilities that may sustain as a result of making the payroll deductions provided for in this Article.

- e. It is understood that vacation benefits will not be earned while the employee is receiving payment as a result of this Article.

ARTICLE 6.0 - CONFERENCES AND WORKSHOPS

The Superintendent and the Association agree that conferences are important to individual and District growth and, in planning the budget will provide funds for conference attendance. The District agrees to pay up to \$100.00 for expenses related to attendance at relevant regional conferences. Leave with pay will be granted up to a total of four (4) delegates for attendance at conferences of the New York State Association of Educational Secretaries. Reasonable Conference expenses of any two delegates will be paid by the District. Recipients of expense money shall be determined by W.C.S.E.S.A. by-laws. If attendance at a National Association of Educational Office Personnel Conference is desired, specific approval must be obtained from the Superintendent or his designee.

No deduction shall be made from sick leave, personal days of obligation, or from salary for attendance at conferences or workshops approved by immediate supervisor.

ARTICLE 6.1 - COMPENSATION FOR ADDITIONAL STUDIES

In order to encourage greater growth and the perfection of skills, the District will award credit for in-service courses on the following basis:

- a. Course must have prior approval as to content and hours by the Superintendent or his designee.
- b. Employees must present verification from the instructor or college that the course was satisfactorily completed.

- c. Courses may be considered for approval if relationship to the employees job requirement can be adequately shown.
- d. Credit allowance as follows:
 - One point per semester for each approved Adult Education course.
 - One point per semester credit hour or its equivalent for each college course.

Upon accumulation of a total of three (3) points, a Unit member shall be entitled to a sum of money equal to the then current tuition rate for a three credit course at Monroe Community College. This sum of money will be paid to the Unit member not longer than two pay periods after submitting proof of satisfactory completion of the required three (3) points. This sum of money is not cumulative. Payment will be limited to a total of nine (9) points per school year for full-time ten (10) and twelve (12) month employees. Part-time personnel on payroll as of 6/1/81 will be allowed to receive payment for up to six (6) points per school year. Subsequent reimbursements will be made as point requirements are fulfilled.

ARTICLE 6.2 - SAFETY AND HEALTH

When an employee is required to work when school is not in session a member of the administrative staff or a custodian shall also be present, unless some other arrangements have been agreed to by the employee.

ARTICLE 6.3 - EMERGENCY CLOSING

When schools are closed to students and staff prior to the permanent status Unit member's arrival at work, permanent status Unit members will receive regular daily wages. Any Unit member requested by his/her supervisor to come into work will receive time and one-half or compensatory time. When schools are closed to students only, prior to the permanent status Unit members arrival at work, permanent status Unit members will report for work and receive regular daily wages.

When schools are closed due to an emergency condition during the permanent status Unit member's work day, the following will apply:

- a. After considering the nature, extent and effect of the circumstances of the emergency condition, if the emergency warrants evacuation, as determined by the Superintendent or his/her designee, of permanent status Unit members, they will receive regular daily wages.
- b. After considering the nature, extent and effect of the circumstances of the emergency condition, if the emergency does not warrant complete evacuation or does not warrant evacuation of permanent status Unit members, as determined by the Superintendent or his/her designee, they will remain at work and receive regular daily wages.

ARTICLE 6.4 - SALARY AGREEMENT

Each employee shall be given written notice of the salary agreement for the year by July 1st of that year.

ARTICLE 6.5 - DISCIPLINARY PROCEDURES

- A. Just Cause: No Unit member will be terminated, disciplined, suspended, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- B. This procedure will be used in all disciplinary cases except those involving unit members during their twenty-six (26) week probationary period, and is in full substitution for the provisions of Section 75 of the Civil Service Law for all members of this unit and is the exclusive disciplinary method to be utilized.
- C. When the employer seeks the imposition of any of the following disciplinary measures, the following procedure will be followed.
 1. (a) a written reprimand
 - (b) suspension without pay for five (5) days or less on the grounds of incompetence or misconduct, the employer may impose such penalty immediately upon written notice to the employee. Such penalty shall be subject to review through the grievance procedure as provided in Article 7.0 of this Agreement.
 2. When the employer seeks the imposition of any other penalty on the grounds of incompetence or misconduct, the following procedure will be followed.
 3. The charged employee's immediate supervisor or the Assistant Superintendent for Administration and Personnel shall deliver to the charged employee a statement detailing why said discipline is being imposed and the proposed penalty. Charges shall be in writing, and if not presented personally, shall be sent to the home address of the charged employee; by registered return receipt mail. A copy of the notice shall be sent or given to the Association President. The charged employee is entitled to representation at all stages of this procedure.
 4. The charged employee shall have ten (10) work days (Monday through Friday) to appeal said charges; commencing with the day he/she was served.
 5. Any appeal must be filed with the Superintendent. All appeals will be in writing and by registered return receipt mail or personal service.

6. An appeal hearing will be held within ten (10) working days of the notice of appeal.
7. Within ten (10) working days after the appeal hearing, cited in (4) above, the Superintendent shall render his/her decision, in writing.
8. If the charged employee wishes to appeal the decision of the Superintendent rendered in (7) above, said appeal must be made in writing within ten (10) working days.
9. The Assistant Superintendent for Administration and Personnel and the Association President will meet within ten (10) working days after receipt of notice of appeal cited in (8) above to select an arbitrator to hear said case. Failing agreement on an arbitrator, application may be made to the American Arbitration Association (AAA) for designation of an arbitrator.
10. The arbitrator must render a decision within thirty (30) days of the final day of the arbitration hearing. The decision of the arbitrator shall be final and binding. The arbitrator's fees and disbursements shall be shared equally by the Association and Employer. Each party must pay its own costs and expenses of representation and witness fees, if any.

ARTICLE 7.0 - GRIEVANCE PROCEDURE

Section I - Grievance Definition and Limitation

In order to be subject to the procedure specified herein, a grievance must be based on a tenable claim of breach of one or more specific terms or conditions of this Contract. This grievance procedure is available only to determine such claims of one or more individual unit members.

Promotional decisions shall not be subject to this grievance procedure.

Section II Time Limits

A contractual grievance must be commenced at Step I within thirty (30) District Office working days after the claim, which is the subject of the grievance, first arose. No grievance may be brought or pursued under this procedure if not brought within such time, unless the Superintendent specifically waives such time limit in writing. All time limits referred to in this procedure shall be deemed to be District Office working days unless otherwise stated. In the event the District fails to meet a time limit applicable to it at any step, the grievant must proceed to the next step within ten (10) days after the day on which the District's response was due. In the event the grievant fails to meet a time limit applicable to him/her at any step, the grievance will be conclusively considered resolved by the last District response. Time limits applicable at any step after initial filing of the grievance may be extended by mutual written consent of the District and the grievant.

Section III Grievance Records

All grievance records and documents shall be filed separately from the grievant's personnel files, except for exhibits obtained from such file, pending final resolution of the grievance.

Section IV - Procedural Outline-Sequence

STEP I

- A. Written grievance presented to immediate superior.
- B. Immediate superior will respond in writing within ten (10) working days.
- C. If unresolved by response of immediate superior, proceed to Step II within ten (10) working days of receipt of response.

STEP II

- A. Association files written appeal with the Superintendent.
- B. Within ten (10) working days, the Superintendent or his designee convenes a meeting with the Association Grievance Committee to discuss the grievance. Following this meeting the Superintendent or his designee shall provide a written response within ten (10) working days.
- C. If unresolved by the Superintendent's or his designee's written reply, the Association may submit written request for arbitration to the Superintendent as specified in Step III.

STEP III

- A. Within fifteen (15) working days of the receipt of the Step II determination, the Association shall notify the Superintendent if it intends to submit the grievance to arbitration.
- B. Within ten (10) working days after such written notice of submission to arbitration, the Superintendent and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- C. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) working days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue.
- D. The arbitrator shall have no power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement.
- E. The decision of the arbitrator shall be final and binding upon all parties.
- F. The costs of the services of the arbitrator, including expenses (if any), will be borne equally by the District and the Association or individual.

ARTICLE 7.1 - GENERAL CONSIDERATIONS

In the event that any article or section of this Agreement shall be determined by a court of competent jurisdiction to be null, void or unenforceable, such decision shall not affect any of the other conditions of this Agreement, which shall continue in full force and effect.

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 ITS APPROVAL.

ARTICLE 7.2 - GENDER CLAUSE

Any reference in this contract to either gender applies equally to the other gender.

IN WITNESS WHEREOF we hereunto set our signatures this 19th day of August, 1999 at Webster, New York.

Webster Central School
Association of Educational
Office Professionals

Webster Central School District

BY *Donna L. Rickard*
President

BY *John W. Steen*
Superintendent of Schools

Negotiations Team Members:

Donna Rickard
Carmine Verrone
Debbie Gippe
Pam Meyris
Linda Cernis

Negotiations Team Member:

David Pratt

INDEX

ABSENCE FOR CHILD-REARING	12
ABSENCE FOR DEATH IN FAMILY	12
ABSENCE FOR ILLNESS IN FAMILY	12
ABSENCE FOR JURY DUTY	11
ABSENCE FOR PERSONAL ILLNESS	11
ACKNOWLEDGMENTS	3
ASSOCIATION BUSINESS	6
ASSOCIATION RIGHTS	4
BREAK IN SERVICE	9
CERTIFICATION AND RECOGNITION	3
CHANGES IN POLICIES AND REGULATIONS	5
COMPENSATION FOR ADDITIONAL STUDIES	18
COMPENSATORY TIME IN LIEU OF OVERTIME	9
CONFERENCES AND WORKSHOPS	18
DAYS OF PERSONAL OBLIGATION	10
DEFINITIONS: FULL-TIME/PART-TIME	6
DISCIPLINARY PROCEDURES	20
DUES DEDUCTION	4
DURATION	4
EARNED VACATIONS	6
EMERGENCY CLOSING	19
GENDER CLAUSE	23
GENERAL CONSIDERATIONS	23
GRIEVANCE PROCEDURE	21
HEALTH INSURANCE	16
HOLIDAYS	7
LONG-TERM DISABILITY	17
MANAGEMENT RIGHTS	5
MODIFICATION AND WAIVER	4
NOTIFICATION	8
OVERTIME & PREMIUM PAY	9
PERMANENT STATUS EVALUATION	10
PROBATIONARY UNIT MEMBERS	10
RETIREMENT	17
SAFETY AND HEALTH	19
SALARY AGREEMENT	20
SALARY AND WAGES	12
SENIORITY	8
SUMMER HOURS	8
WORK DAY/WORK YEAR	8