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#### **Contract Database Metadata Elements**

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CONTRACT

OLEAN CITY SCHOOL DISTRICT

and

OLEAN  
EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION

Begins: July 1, 2004

Ends: June 30, 2009

**RECEIVED**

OCT 28 2008

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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## NOTICE

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.

THIS AGREEMENT is entered into by and between the CITY SCHOOL DISTRICT, CITY OF OLEAN, NEW YORK (hereinafter called "District") and the OLEAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION (hereinafter called ("OESPA")):

### **ARTICLE 1. GENERAL MATTERS**

#### **Section 1. Concerning this Agreement**

1.11 The following definitions apply in interpreting this Agreement:

- (a) "District" means the City School District, City of Olean, New York.
- (b) "Board" means the Board of Education of the District.
- (c) "Superintendent" means the person appointed to that position on an acting or regular basis or his designee.
- (d) "OESPA" means the Olean Educational Support Personnel Association.
- (e) "Agreement" means this Agreement, all appendices referred to in this Agreement, and all amendments to this Agreement.
- (f) "Party" means the District or the OESPA.
- (g) "Parties" means the District and the OESPA.
- (h) "Negotiating Unit" refers to all employees of the District in the classified (except the exempt) classifications of the civil service, except:
  - (1) all employees in the negotiating unit currently represented by the Olean Teachers Association;
  - (2) all certified personnel and all classified civil service supervisory, administrative, and managerial employees; and
  - (3) all employees in confidential positions (by whatever civil service title known) including:

- (i) secretary to the Superintendent,
- (ii) secretary to the Assistant Superintendent,
- (iii) secretary to the Business Administrator,
- (iv) treasurer, and
- (v) employees in the office of the Board, including the District Clerk

- (i) "Employee" means a person holding a position in the negotiating unit on other than a casual or temporary basis (i.e., an employee hired for a period of six months or less).
- (j) "Fiscal Year" means the period from July 1st to the first succeeding June 30th, both dates inclusive.
- (k) "Fund" means the source from which specific employees are paid (e.g. "school lunch fund "general fund," etc.).
- (l) "Job Title" means those positions listed in Appendix A of this Agreement.
- (m) "Classification" means the Civil Service classifications (e.g. "competitive," "non-competitive," "labor," etc.).

1.12 The term of this Agreement begins at 12:01 a.m. on July 1, 2004 and continues until midnight on June 30, 2009, unless a particular provision of this Agreement specifies a different effective or termination date in which case such different date shall prevail. During its term, this Agreement cannot be changed by waiver, implication, or by any other means except a written dated amendment signed by the representatives of the parties.

1.13 Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:

- (n) A word used in the masculine gender applies also in the feminine.
- (o) A word used in the singular number applies also in the plural.
- (p) Language in this Agreement is construed as strictly against one party as against any other. It is immaterial which party suggested it.
- (q) Each lettered Appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.
- (r) No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law.

- (s) Unless expressly set forth in this Agreement, neither party is obliged to continue any past practice.
- 1.14 Every provision of this Agreement is severable from every other provision, except as this Agreement says otherwise. If this Agreement requires a party or a person to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid. In the event that any provision of this Agreement is declared by a court of last resort to be unlawful, the parties shall meet as soon as practicable to negotiate necessary amendments to this Agreement to the extent that they may lawfully do so.
- 1.15 This Agreement constitutes the entire and complete record of the binding commitments between the parties. From and after the date this Agreement is signed, no other document shall constitute a binding commitment between the parties unless it is (i) dated on or after that signing date, and (ii) signed by a duly authorized representative of each party.
- 1.16 The District will furnish one copy of this Agreement to each current employee and to each new hire.
- 1.17 During the term of this Agreement, neither party shall have the right to insist upon negotiating any matter whether or not referred to in this Agreement, except that the OESPA shall continue to have the right to negotiate respecting the impact upon the terms and conditions of employment of employees in the Negotiating Unit of a decision made by the District provided that the subject matter of that decision is itself a mandatory subject of negotiations. Nothing in this paragraph shall be construed to prohibit negotiations with respect to a successor to this Agreement.
- 1.18 If either party desires to negotiate a successor to this Agreement, it shall notify the other party in writing not earlier than March 1st nor later than April 1st of the last fiscal year of this Agreement. Collective negotiations with respect to the successor agreement shall begin not later than May 1st of the last fiscal year of this Agreement. By mutual consent the parties may waive any or all of the foregoing time limits.
- 1.19 If notice is given pursuant to paragraph 1.18 of this Agreement, parties shall simultaneously exchange proposals on a mutually convenient date. Such proposals shall be in the form of specific additions to, deletions from, or replacements of the language of this Agreement.

## **Section 1.2 Recognition of OESPA Rights**

- 1.21 The District recognizes the OESPA as the sole and exclusive representative of all employees in the Negotiating Unit for the purpose of collective negotiations and the handling of grievances. This recognition shall continue for the maximum period permitted by law.
- 1.22 The OESPA shall have the sole and exclusive right with respect to other organizations to represent all employees in the heretofore defined Negotiating Unit in any and all, proceedings under the Public Employees Fair Employment Act; to designate its own representatives and to

appear before any appropriate official of the District to effect such representation; to direct, to manage and to govern its own affairs to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the District or any of its agents.

- 1.23 Within 30 days after the signing of this Agreement and thereafter on each six month anniversary of the effective date of this Agreement, the District will furnish the OESPA upon its written request therefor a list of the names and job titles of all employees covered by this Agreement.
- 1.24 The District will make one deduction each pay period for Association (Olean Educational Support Personnel Association, NYSUT and its affiliates NEA and AFT) dues from the wages of those employees who have filed with the Board office signed appropriate deduction authorization forms therefor. These deductions shall be continuous until such time as the employee cancels them in writing. Pursuant to Section 208(3)(b) of the New York State Civil Service Law, the Association is entitled to have deducted from the wage or salary of bargaining unit employees who are not members of the Association, the amount equivalent to the dues levied by the Association as an agency shop fee. Not later than July 1st of each fiscal year, the Association shall certify in writing to the District office the amount of any change in dues or agency fee for that fiscal year. All such deductions for each month are to be remitted to the treasurer by the fifteenth (15th) day of the following month. The Association will maintain a fully legal refund procedure for any employee demanding the return of any part of an agency shop fee deducted which represents the employee's pro-rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. Nothing herein shall be deemed to require an employee to become or remain a member of the Association.
- 1.25 The Association shall hold the District harmless against any and all suits claims, demands and liabilities arising out of any action taken by the District in connection with this Section 1.2.
- 1.26 The District will provide bulletin board space in each building for the exclusive use of the OESPA for its announcements of meetings, election notices and other OESPA business. Such space will also be used as the official space for job postings; however, each Building Principal shall be free to post job vacancies on other bulletin boards as well.
- 1.27 A Labor Management Committee is hereby established to consist of representatives chosen by each party. The Committee shall meet on reasonable notice from the OESPA President to the Superintendent or from the Superintendent to the OESPA President.

### **Section 1.3 Recognition of District Rights**

- 1.31 The District reserves and retains, solely and exclusively, all of its legal and inherent rights as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of the District which are not abridged by this Agreement shall include, but are not limited to, its rights: to establish or continue its policies, practices, rules, regulations, and procedures and, from time to time, to change or abolish such policies, practices, rules, regulations, and procedures; to discontinue operations or services or their performance by employees of the District; to determine the number and kind of employees required; to assign work to employees in accordance with the needs and requirements determined by the District to judge the efficiency and competency of the employee's performance of work; to establish and change work schedules and assignments, to transfer, promote and demote employees; to lay off,

terminate or otherwise relieve employees from duty because of lack of work or other reasons; to establish and enforce rules for the maintenance of discipline; and to reprimand, suspend and discharge employees and to take such other measures as the District may determine to be necessary for the orderly accomplishment of its purposes.

- 1.32 Nothing in this Agreement shall be allowed to interfere with the District's obligation to comply with the Americans with Disabilities Act and the District is expressly permitted to take all actions necessary for such compliance.

### **Section 1.4 Grievances**

- 1.41 A grievance is described as any dispute arising between the District and employee or the OESPA and the District over the violation of this Agreement.
- 1.42 If a non-competitive or labor class employee who has served the District satisfactorily for 2 or more years is terminated by the District for any reason other than the abolishment of positions or reduction of staff, he shall be afforded the same rights as a competitive class employee is afforded under Sections 75 and 76 of the Civil Service Law as amended under like circumstances.
- 1.43 If an employee has a grievance, he must discuss it with his immediate supervisor not later than the fifth working day after the day on which the employee became aware or should have become aware of the facts out of which the grievance arises. The grievant is entitled to have an OESPA representative present during this discussion if the grievant so requests. Any grievance which is not brought to the supervisor's attention by the grievant within the time period stated in the first sentence of this paragraph shall be barred.
- 1.44 If the grievant is not satisfied with the supervisor's answer to the grievance, he must appeal it to the Superintendent not later than the eighth working day after the discussion with the supervisor; otherwise, the grievance will be deemed to have been satisfied by the supervisor's answer. The grievant shall appeal the grievance by delivering a written grievance in the form shown in Appendix B of this Agreement to the Superintendent's office. Not later than the eighth working day after delivery of the written grievance to his office, the Superintendent or his designee shall meet with the grievant and the OESPA representative to discuss the grievance. Other persons who have knowledge of the facts may also attend the meeting. Not later than the eighth working day after that meeting, the Superintendent shall deliver to the grievant (with a copy to the OESPA representative) a written answer to the grievance.
- 1.45 If the grievant is not satisfied with the Superintendent's answer to the grievance he must appeal it to the Board not later than the fifth working day after the delivery of the written answer; otherwise the grievance will be deemed to have been satisfied by the Superintendent's answer. The grievant shall appeal the grievance by giving written notice thereof to the Clerk of the Board. Not later than the tenth working day after the next regular meeting of the Board following receipt of the notice by the Clerk, the Board or a committee thereof shall meet with the grievant, the Superintendent and the OESPA representative to discuss the grievance. Other persons who have knowledge of the facts may also attend the meeting. Not later than the fifth working day after that meeting, the Board shall deliver to the grievant (with a copy to the OESPA representative) a written answer to the grievance.

- 1.46 If the grievant and the OESPA are not satisfied with the Board's answer to the grievance, the OESPA may appeal it to arbitration not later than the fifteenth working day after delivery of the written answer; otherwise the grievance will be deemed to have been satisfied by the Board's answer. The OESPA shall appeal the grievance by mailing a letter to the American Arbitration Association ("AAA") (with a copy to the Superintendent) which shall specifically identify the grievance by the name of the grievant and the date thereof as shown on the written grievance and which shall request the AAA to send to each party a list of 20 names of arbitrators. The letter shall be in the form shown on Appendix C. Within ten working days of receipt of such list, each party shall return its copy of the list to the AAA with the names unacceptable to it crossed off and all others, if any, numbered in order of the party's preference. The AAA shall then name as arbitrator the person most preferred by the parties as indicated on the list, but if there is no mutual choice then the AAA shall send each party a second list of 20 arbitrators and the foregoing procedure will be repeated. If there is no mutual choice from the second list, the AAA shall name another person to serve as arbitrator.
- 1.47 The arbitration shall be held in accordance with the Voluntary Labor Arbitration Rules of the AAA so far as they are consistent with this Agreement. The fees and expenses of the arbitrator shall be shared equally by the parties, but all other expenses of the arbitration shall be borne solely by the party which incurred them. The arbitrator shall have power to interpret this Agreement as it applies to a grievance properly submitted to him, to decide whether or not the Agreement has been violated as alleged in the grievance and, if so, to decide what the appropriate remedy shall be. The arbitrator shall have no power to add to, subtract from, or otherwise modify this Agreement or to substitute his judgment for the judgment of the District in matters which this Agreement leaves to the judgment of the District. The decision of the arbitrator shall be final and binding on the parties and the employees.
- 1.48 The purpose of the grievance procedure set forth in this Section 1.4 is to provide an exclusive method for resolving grievances. Therefore, before submitting a grievance to arbitration an employee shall consider whether his complaint about the District's act could be resolved by commencing a proceeding before a judicial, administrative or legislative body or person. If it could be so resolved, the employee should decide between submitting a grievance to arbitration or commencing such a proceeding because it is agreed that:
- (1) submitting a grievance to arbitration bars the employee and the Association from then or later commencing any judicial, administrative or legislative proceeding involving the same act of the District as is the subject of the grievance; and
  - (2) commencing a judicial administrative or legislative proceeding bars the employee and the Association from then or later submitting a grievance to arbitration involving the same act of the District as is the subject of the proceeding.
- 1.49 The time limits set forth in this Section 1.4 are essential and must be strictly adhered to as it is the desire of the parties to resolve grievances as promptly as practicable. However, any such time limit may be extended by mutual consent of the parties evidenced in a writing dated and signed by authorized representatives of both parties. Neither party shall unreasonably withhold his consent to the other party's request for such an extension.

## ARTICLE 2. POSITIONS AND SCHEDULES

### Section 2. Positions

- 2.11 The District will post announcements of new job titles and permanent openings in existing job titles which the District has decided to fill, for a period of ten (10) working days prior to filling the job. Such posting shall include the last date on which applications will be accepted, hourly rate, hours to be worked, including the length of the lunchtime, location of the vacancy, job title and Civil Service classification (competitive, non-competitive or labor), and the expected date that the job will begin. During that ten (10) working day period, any employee who desires to be transferred or promoted to the announced job shall apply therefor to the Director of Personnel on forms provided by the District. In filling announced jobs, the District will give fair consideration to both employee and non-employee applicants and, where in the judgment of the District a non-employee applicant and an employee applicant are substantially equal, will give preference to the employee applicant. In deciding among several employees who have applied for the same job and who the District determines are qualified therefor and relatively equal in skill, ability, efficiency and physical capabilities, the District shall give preference to more senior employees. All employees who bid on a vacancy will be notified of their acceptance or rejection when a Board decision is made.
- 2.12 The District may temporarily transfer (i.e., place in a different title) an employee, but if the transfer is to exceed 2 months it must be approved by the Superintendent with no loss of hours or pay. If the employee desires to return to his old position at the end of 2 months, he may do so. Thereafter, the position may be filled by posting, substitute help, or hiring of a new employee. This paragraph shall not apply to the reassignment (i.e., changing the location of work between buildings) of an employee.
- 2.13 If the District does not hire a substitute for an absent cleaner, custodian, maintenance person, clerical or cafeteria person, employees on duty assigned to cover the tasks which would otherwise have been performed by the absentee shall have their work assignment revised by their supervisor.
- 2.14 The District shall notify the OESPA of each new employee hired to fill a unit position.

### Section 2.2 Schedules

- 2.21 The District has the right to schedule employees as needed. However, the normal schedule of hours for full-time employees is as follows:

#### Custodian/Cleaner

Day Shift 7 a.m. to 4 p.m. or 9 a.m. to 6 p.m. (but the latter shall not apply to employees employed as custodians as of May 25, 1976) including one hour unpaid lunch; except 7 a.m. to 3:30 p.m. with one-half hour unpaid lunch from July 1<sup>st</sup> to August 31<sup>st</sup> inclusive and during Christmas and Easter recesses.

Night Shift 3 p.m. to 11 p.m. including one-half hour paid lunch, except day shift hours when school is not in session including one-day holidays if the Supervisor so directs. From Monday to Friday, the District agrees not to shift night workers (who are working days during recesses or holidays) back to nights to cover for outside groups who pay or reimburse the District for use of a building and who are carrying on non-instructional activities. When the District requires night work at other than the High School during holidays and recesses, the least senior, non-probationary cleaner/custodian who regularly works during the school year in the building involved shall be assigned the night work in question. At the High School, all night work during holidays and recesses will be assigned to the least senior, non-probationary cleaner/custodian who regularly works during the school year at the High School.

Maintenance

Senior Building Maintenance 7 a.m. to 4 p.m. including one hour unpaid lunch; except 7 a.m. to 3:30 p.m. with one-half hour unpaid lunch from July 1st to August 31st inclusive and during Christmas and Easter recesses.

All Others 7 a.m. to 4 p.m. including one hour unpaid lunch; except 7 a.m. to 3:30 p.m. with one-half hour unpaid lunch from July 1st to August 31st inclusive and during Christmas and Easter recesses.

Clerical 8 a.m. to 4 p.m. (except Typist assigned to the High School Guidance Office 7:45 a.m. to 3:45 p.m.) including one-half hour unpaid lunch; 7:30 a.m. to 3:30 p.m. from July 1<sup>st</sup> to August 31<sup>st</sup>; provided that, on an occasional basis, a unit member's immediate supervisor may direct the member to work his/her regular school year schedule during this period, notwithstanding Section 2.28 of this Agreement, or a unit member may volunteer to work his/her regular work schedule during this period with the approval of his/her immediate supervisor.

Nurses Registered Nurses, Licensed Practical Nurses and the Senior Nurse shall remain in their assigned buildings and be available for duty throughout their lunchtimes.

- 2.22 No full time employee hired prior to July 1, 1972 shall be required to work other than a normal workweek of five consecutive 8 hour days from Monday to Friday inclusive without prior consultation with the OESPA.
- 2.23 Shifts will consist of consecutive hours. Split shifts will be used only in emergencies.
- 2.24 An employee shall be given at least 48 hours notice of overtime work whenever practicable.
- 2.25 Nothing in this section is intended as a guarantee of work to any employee.
- 2.26 All overtime allocations will be made on a daily basis in accordance with the following rules:
  - A. Preference for scheduled work, which is required by the District, will be given first to the employee who is primarily responsible for the area where the work is to be done.
  - B. If the employee with preference for the overtime declines the work, then all of the employees in the same job titles in the building where the work is to be done shall be put

on an alphabetical roster with two exceptions: 1. When high school auditorium overtime is declined by the person primarily responsible, the Superintendent of Buildings & Grounds will assign the overtime from a list of up to three high school custodian or cleaner employees who will be offered training in the operation of the auditorium lighting and sound system. The process outlined in paragraph 2.26 C will be used to assist the Superintendent of Buildings & Grounds in overtime assignments from the above described list; 2. When high school gymnasium overtime is declined by the person primarily responsible, then the overtime shall go to the roster. This roster shall be used for each separate shift of overtime in chronological order of the event. If the total overtime requirement exceeds eight hours, the overtime will be split into equal shorter shifts each not to exceed eight hours (e.g. if the District needs 21 hours of overtime, split into three seven-hour shifts). For the purposes of this paragraph 2.26 only, "all of the employees in the same job titles in the building where the work is to be done" refers to all Cleaners, Custodians, Supervising Custodians who are regularly assigned to the building where the overtime is to be performed.

- C. Employees shall rotate through the roster in the following manner: The first person on the roster is offered the overtime. Whether that person declines or works the shift, that employee goes to the bottom of the roster unless that employee is a night shift employee who therefore cannot work evening overtime during the week. If such a night shift employee comes to the top of the roster from Monday to Friday, the employee stays at the top of the roster until the employee works or declines overtime which falls outside the employee's normal work hours.
- D. If no employee, or not enough employees, on the roster volunteers in the job titles affected, the District has the right to assign the employee who is primarily responsible for the area where the overtime work is to be performed, but if that employee is not available, then to the other employees in the order specified in subparagraphs "B" and "C" above.
- E. Maintenance overtime will be given exclusively to maintenance employees.
- F. Preference for scheduled overtime work in a school cafeteria required by the District will be given first to the Cook Managers, Cooks, Senior Food Service Helpers and Food Service Helpers in the affected school who are regularly assigned to the area where the work is to be done on the basis of an alphabetical roster for that school. If enough employees do not volunteer for the overtime work, then the overtime work shall be offered on the basis of an alphabetical roster composed of all Cook Managers, Cooks, Senior Food Service Helpers and Food Service Helpers from other schools in the District. Food Service Helpers will be allowed overtime under this subparagraph only when a Cook Manager, Cook, or Senior Food Service helper will be present at the time and the place of the required overtime work. If no employee, or not enough employees, volunteer for the overtime work the District has the right to assign employees to perform the work.
- G. Scheduled overtime requiring use of the "Blue Max" or successor vehicle for functions primarily originating in the high school shall be given first to the regular driver of the "Blue Max", then to the high school roster. This overtime will be offered only to those drivers who meet the District's requirements to operate this vehicle.

- H. During football season, scheduled overtime requiring use of the "Blue Max" or successor vehicle for functions relating to the football season shall be given first to the regular driver of the "Blue Max", then to the Cleaner in charge of the Athletic Complex. If these regular drivers decline the overtime, the overtime will be offered to employees on the high school roster. This overtime will be offered only to those drivers who meet the District's requirements to operate this vehicle.
- I. Scheduled overtime requiring use of the "Blue Max" or successor vehicle for functions originating in a school other than the high school (including, but not limited to, District-wide events such as the Education Fair) will be offered to employees in the High School on the roster. This overtime will be offered only to those drivers who meet the District's requirements to operate this vehicle.
- J. Subparagraphs "G", "H" and "I" above relate solely to overtime work scheduled or employees in this negotiating unit which involves the use of the "Blue Max" or successor vehicle and are not intended to limit the District's use of that vehicle or successor vehicle by other employees of the District.

- 2.27 Required overtime work for clerical job titles shall be performed by employees in the office affected.
- 2.28 An employee shall not be required to start late or go home early to avoid payment of overtime, but this shall not prevent rescheduling of employees for purposes of vacation or other relief.
- 2.29 If an employee has left work and is thereafter recalled to work after the end of his normal work day and before the beginning of his next normal work day, he shall be guaranteed a minimum of two hours (three hours on holidays specified in paragraph 4.16 of this Agreement) pay and shall be paid for such work at the rate of one and one-half times his regular straight time rate of pay. The provisions of this paragraph do not apply to an employee who is called in to begin work earlier than his normal starting time. The provisions of this paragraph do not apply to a custodian who is recalled solely because he has failed to perform his building security duties properly.

### **Section 2.3 Seniority, Layoff and Recalls**

#### 2.31 Definitions.

Regular Full-Time Employee - an employee working a ten (10), eleven (11) or twelve (12) month schedule of regular hours per day and regular days per week totaling at least thirty (30) hours per week.

Regular Part-Time Employee - an employee working a ten (10), eleven (11) or twelve (12) month schedule of regular hours per day and regular days per week totaling less than thirty (30) hours per week.

Substitute Employee - a person employed to replace another employee on a temporary basis.

Active Payroll - the time when an employee is being paid for working or is on paid leave time pursuant to this Agreement, as distinct from the time when an employee is absent or is on unpaid leave or is on lay off.

- 2.31.1 Full-Time Employees. Except as noted in paragraphs 2.31.2 and 2.31.5, the provisions of paragraphs 2.31.1 - 2.31.8 of this Section 2.3 apply only to regular, full-time employees in negotiating unit positions which are in the non-competitive class or the labor class of the Civil Service. Competitive positions in the negotiating unit are covered by the Civil Service Law for purposes of seniority, lay off and recall.
- 2.31.2 A regular full-time or part-time employee acquires and accrues seniority only within a particular job title. If he moves from one job title to another, he ceases accruing seniority in his former job title and begins to accrue seniority in his new job title.
- 2.31.3 Probationary employees do not have seniority. However, when a probationary employee completes his probationary period, he will then acquire seniority which will date back to the date he began work as a probationary employee or, if he had prior service with the District as a full-time substitute employee in the same job title and that service immediately preceded his probationary appointment without a break in service, then his seniority will date back to the date he began that substitute. With respect to the foregoing sentence, in the case of a cleaner or a custodian, prior uninterrupted service with the District as a full-time substitute employee in the cleaner job title immediately preceding his probationary appointment as a cleaner, or as a custodian if he performed custodial duties as a cleaner, shall qualify. The probationary period shall not exceed 26 weeks.
- 2.31.4 Seniority is the length of an employee's service in a particular job title since his last date of hire by the District. Discontinuous periods of service in a particular job title may be counted as seniority in that job title provided all such periods occurred since the employee's last date of hire by the District. "Last date of hire" means the date when the employee first began work for the District as a regular full-time employee in any position covered by this Section 2.3 or, if he previously worked for the District but was terminated, then it is the date he began work following the last period of non-employee status.
- 2.31.5 A regular full-time or part-time employee shall lose seniority and shall be terminated from employment automatically when any one or more of the following occurs:
- (1) He has been on layoff for a period of more than two years, duration.
  - (2) He has been discharged by the District.
  - (3) He resigns.
  - (4) He retires.
  - (5) He has been recalled pursuant to paragraph 2.31.8 of this Agreement but he refused the recall.

- (6) He has been recalled pursuant to paragraph 2.31.8 of this Agreement but he fails to return to work within a period of five consecutive work days following the date he is notified of recall unless he was unable to return because of illness or injury, he reports that fact to the District by that fifth workday and submits a medical certificate verifying his illness or injury if the District so requests.
- (7) He fails to return to work on the first workday following the expiration of a leave of absence unless he was unable to return because of illness or injury and applies for an extension of the leave before that first workday.

2.31.6 When an employee is on unpaid leave of absence or on layoff he shall not accrue seniority, but his accumulated seniority shall be restored to him when and if he returns to work unless he was on layoff or leave of absence for a period of more than two years.

2.31.7 If the District decides to reduce the full-time staff in a particular job title, the full-time employees in that job title shall be laid-off in inverse order of their length of full-time service with the District. Such an employee who has been laid-off from his own job title may displace an employee with less full-time service in any equal-rated or lower-rated (lower paid at the probationary level) job title provided that, as determined by the District, he has the skill, ability and physical capability required by the District for the performance of the work of the equal-rated or lower-rated (lower paid at the probationary level) job title. Employees who displace equal-rated or lower-rated employees shall carry their full District seniority with them to the new title; provided, however, that if such employee was employed on a ten (10) month or eleven (11) month basis and moves into a twelve (12) month position, seniority for the purpose of benefit calculations shall be pro-rated. As used in this paragraph, "full-time" means the full-time schedule of hours for the department involved in the reduction of staff. This paragraph is subject to the preferential statutory rights of veterans (as defined in the Civil Service Law and of exempt volunteer firemen (as defined in the General Municipal Law).

2.31.8 If a permanent full-time opening occurs or a permanent full-time position is created, all employees who have been on layoff for a period of two years or less from any job title and who have seniority in the job title of the opening or new position shall be entitled to be recalled in order of their seniority in that job title. Any employee so recalled shall, in the case of an opening or a new position, be placed on the step last held by the employee in that job title prior to being laid-off.

2.32 Part-Time Employees. The provisions of paragraphs 2.32.1 - 2.32.3 of this Section 2.3 apply only to regular part-time employees in negotiating unit positions within the non-competitive or labor classes of the Civil Service.

2.32.1 Regular part-time employees will accrue seniority on a pro-rated basis (the number of weekly hours in the employee's then-current job title, divided by thirty (30) of a regular full-time employee. If a reduction of part-time staff is deemed necessary by the District, no regular part-time employee will be laid off until all part-time, substitute and probationary employees in the laid off employee's job title are laid off; provided, however, that the District need not lay off any temporary employees whose positions are funded by the state or federal governments.

- 2.32.2 Should the District determine layoffs to be necessary within a part-time job title, the employee with the least seniority in the job title involved will be the first to be laid off until the total number of employees determined by the District as necessary to decrease forces within that job title shall be established.
- 2.32.3 When the District determines to recall regular part-time employees from lay off, the laid off employee with the most seniority in the job title to which recall is being made shall be recalled first.

#### **Section 2.4 Personnel File**

- 2.41 An employee personnel file is maintained in the Board office. This file contains the employee's record of service with the District. Nothing in this paragraph shall be deemed to prohibit an administrator or supervisor from maintaining files containing information about an employee.
- 2.42 An employee may inspect his personnel file during the regular business hours of the Board office provided that he does so during his lunch or rest periods or on his off-duty time.
- 2.43 When an employee inspects his file, he shall be shown the entire contents of the file except letters of reference and other pre-employment materials. A log shall be maintained in the file showing the date of the employee's inspection and when inspecting the employee shall date and initial the back of each item in the file except letters of reference and other pre-employment materials.
- 2.44 If the employee so requests, he shall be given a copy of any item in his file that comments on his performance. If the employee has previously been given a copy of the item, he shall be charged for all copies given him after the first copy at the rate set by the Board for copies given to a member of the public. An employee may submit a written and signed response to any item in his file. If he does so, it shall be stamped with the date it was submitted and attached to the item in question in the file.
- 2.45 Before any document which comments on an employee's performance (e.g., letters from parents, reports from supervisors) -- other than a document which simply reports on the employee's attendance or absence and other than a document originated by the employee -- is put in his personnel file, two copies thereof shall be given to the employee. He shall retain one copy. He shall date and sign the other copy and return it to the Board office not later than the fifth working day after he received it. That shall be the file copy, but if he fails to return it, another copy shall be filed with a notation that the employee did not return the copy sent to him. No document described in the first sentence of this shall be placed in an employee's personnel file unless it identifies by name the source of the comments on the employee's performance.
- 2.46 A former employee may inspect his personnel file under the same conditions as set forth under paragraphs 2.42, 2.43 and 2.44 of this Agreement.

## **ARTICLE 3. WAGES**

### **Section 3.1 Rules for Hourly Rates**

- 3.11 The hourly rate for each job title is shown in Appendix A attached to this Agreement. Each job title has one or more annual increments beyond the probationary rate. An employee shall advance from the probationary rate to the first annual increment step after he has completed 13 full pay periods work for the District. Thereafter: (i) an employee who advanced to the first annual increment between July 1 and the succeeding December 31 (both dates inclusive) shall advance to the next annual increment on the first July 1st thereafter and to succeeding annual increments, if any, on each July 1st thereafter; and (ii) an employee who advanced to the first annual increment between January 1 and the succeeding June 30 (both dates inclusive) shall advance to the next annual increment on the second July 1st thereafter and to succeeding annual increments, if any, on each July 1st thereafter.
- 3.12 If the District creates a new job title in the Negotiating Unit, the District and the OESPA will meet at a mutually acceptable time and place to negotiate a wage rate for the job title, but this shall not preclude the District paying employees in the position an interim rate until the negotiated rate is agreed upon.
- 3.13 Effective July 1, 2005, ten month employees are paid in 22 equal installments on the basis of a 193 day year which includes holidays, but which does not require more than 186 days work without additional compensation for additional work days which must have the approval of the District Administrator.
- 3.14 If, because of the temporary short-term absence of another employee (such as vacation, sick leave, personal leave and the like), an employee is assigned by his supervisor to perform the full duties of a higher-rated job title for a period of not less than five (5) consecutive work days, the employee shall be paid at the rate of that job title at the same step as the employee's step in his own job title. If, because of any other reason, an employee is assigned by his supervisor to perform the full duties of a higher-rated job title for one full day or more, the employee shall be paid from the time he begins such work at the rate of that job title at the same step as the employee's step in his own job title.
- 3.15 If an employee is promoted permanently to a higher-rated job title; he shall enter that job title at the lowest step which yields an increase in pay over his hourly rate in his former job title.
- 3.16 Effective July 1, 1974, no new employee shall be hired at a rate higher than the probationary rate for his job title. Any employee who, because of being hired at a rate higher than the probationary rate, was as of June 30, 1976 being paid at a rate of pay higher than the rate of pay specified in Appendix A of this Agreement for his job title and the step appropriate to his District service (as specified in paragraph 3.11 above) shall remain at his June 30, 1976 rate of pay until such time as that rate becomes less than the one called for by Appendix A at which time he will begin being paid at the rate called for by Appendix A.
- 3.17 Eleven month employees shall have the option of being paid in 24 or 26 equal installments on the basis of a 225 day year which includes the paid holidays specified in paragraph 4.16 of this Agreement.

**Section 3.2 Other Pay Rules**

3.21 An employee who performs overtime work, authorized by the Business Administrator or his designee, in excess of 40 hours in one work week shall be paid for all such overtime work at the rate of one and one-half times his regular straight time hourly rate of pay. For purposes of computing overtime pay only, paid holiday, vacation, personal leave and sick leave time shall be counted as hours worked. Employees who work beyond their normal work week up to forty (40) hours may request compensatory time at the rate of one hour for every hour worked below forty (40), instead of cash payment.

Employees who work in excess of forty (40) hours in one work week may request compensatory time at the rate of time and one-half for every such hour in excess of forty (40), instead of cash payment. To be taken, such compensatory time must be requested by the employee and granted in advance by the Business Administrator or his designee (considering the District's needs and scheduling difficulties). Where such compensatory time is requested and granted, it must be used by the end of the pay period following the pay period in which the overtime was earned.

3.22 A school lunch fund employee shall be paid time and one-half his regular straight time hourly rate of pay for all work performed after 5:00 p.m. if beyond his normal work day.

3.23 Each full-time 12 month employee shall receive each year, in addition to his other compensation, the amount shown below opposite the number of years of service he had completed as of July 1st of that year:

Effective July 1, 1991:

10 but less than 15	\$400
15 but less than 20	\$550
20 or more	\$725

This payment shall be made each year by separate check.

3.24 When an employee is authorized or required by the District to attend a workshop or conference, the District will reimburse him for all necessary and reasonable meal and registration expenses. If the conference or workshop is out-of-town, he shall also be reimbursed for all necessary and reasonable travel and lodging expenses. To obtain reimbursement, the employee must submit a claim (and supporting receipts when required) on the District's standard voucher form not later than one month after the conference or workshop.

3.25 A teacher aide who is normally and regularly assigned to cafeteria duty shall have his/her hourly rate increased by twelve cents per hour for all hours worked during the year she/he is so assigned.

3.26 All full time employees who are members of the bargaining unit will be evaluated at least once each year. Probationary employees will be evaluated 3 times prior to the end of their probationary appointment and at least one other time during their first year of employment. The provisions of this paragraph will apply to part-time employees on a pro rata basis, as a part-time employee's annual, cumulative hours of work bear on those of a full-time employee in the same

title who works the same number of months.

All full time employees who have completed 1-9 years of full time service and receive at least a "Good" on their Annual Employee Performance Evaluation for Job Understanding, Job Performance, Job Productivity, Dependability & Cooperation will receive an additional payment of \$300 over and above their annual salary.

All full time employees who have completed 1-9 years of full time service and receive an "Excellent" on their Annual Employee Performance Evaluation for Job Understanding, Job Performance, Job Productivity, Dependability & Cooperation will receive an additional payment of \$500 over and above their annual salary.

All full time employees who have completed 10 or more years of full time service and receive at least a "Good" on their Annual Employee Performance Evaluation for Job Understanding, Job Performance, Job Productivity, Dependability & Cooperation will receive an additional payment of \$750 over and above their annual salary.

All full time employees who have completed 10 or more years of full time service and receive an "Excellent" on their Annual Employee Performance Evaluation for Job Understanding, Job Performance, Job Productivity, Dependability & Cooperation will receive an additional payment of \$1,000 over and above their annual salary.

These payments will be paid no later than July 31st of the year in which they were earned. The financial outcome of the Employee Performance Evaluation is not grievable in any manner.

- 3.27 If an employee is required by the District to perform work that by law requires a license or State Certification to perform, the District and the Association will negotiate compensation for such work.

The District and the Association have agreed that effective as of July 1, 2004, the premium per hour for those properly licensed persons designated by the District to perform asbestos removal duties will be 15¢.

The District and the Association have agreed that effective November 1, 2005, the premiums per hour for those Certified Pool Operators assigned by the District to perform Certified Pool Operator duties will be 15¢ and paid in the following manner. The premium rate will be paid for all District work hours of the person designated by the District as primarily responsible to perform Middle School Certified Pool Operator duties. Additionally, if for any reason the primarily designated person is not available to perform the Certified Pool Operator duties or for any other reason, as determined by the District; the district may direct other employee(s) certified in Certified Pool Operation to perform Middle School certified pool operator duties. Those other persons so assigned will be paid at the premium rate of 15¢ per hour for the actual time that he/she is physically performing Certified Pool Operator duties.

## **ARTICLE 4. VACATIONS, HOLIDAYS AND LEAVE**

### **Section 4.1 Vacations and Holidays**

- 4.11 Each full-time 12 month employee will be entitled to two weeks vacation with pay after the completion of twelve months of service, three weeks vacation after ten years of service, four weeks vacation after eighteen years of service, and five weeks vacation after 25 years of service. An employee moving from a 10 or 11 month position to a 12 month position will receive vacation credit on a pro rata basis, effective as of the July 1 next following the employee's change to 12 month status. The proration will be based both on the ratio between the employee's respective 10 or 11 and 12 month schedules and the hours the employee worked per day while in 10 or 11 month status, with any hours less than 6 being counted as a half day.
- 4.12 The amount of vacation to which an employee (who is eligible for vacation) is entitled will be determined as of July 1<sup>st</sup> of each year. For purposes of computing amounts of vacation only:
- (a) the anniversary date of each employee who began work prior to July 1, 1972 shall be deemed to be July 1st.
  - (b) with respect to an employee who began work on or after July 1, 1972:
    - (1) he will be entitled to one (1) day of vacation for each full month of service which he renders prior to the first July 1<sup>st</sup> after he began work, but not to exceed ten (10) days. A full month of service means a month in which he actually worked fifty-one (51) percent or more of his full-time hours scheduled.
    - (2) starting with the second July 1st after he began work, his anniversary date shall be deemed to be July 1<sup>st</sup>.
- 4.13 Vacations as described above may be taken at any time from July 1<sup>st</sup> of the year it is made available through July 31<sup>st</sup> of the subsequent school year. At least one (1) month in advance in the case of vacations which include any part of the summer recess and at least two (2) weeks in advance of all other vacations (unless the employee and his Supervisor or the Business Administrator waive this time requirement) an employee must seek the prior written approval of his immediate Supervisor and the Business Administrator for his proposed vacation time. An employee, upon his request made at least three weeks before his vacation, may be paid his vacation pay on the last regular payday proceeding the first day of his vacation.
- 4.14 If an employee requests his vacation time and due to extreme emergencies, his request for

vacation time is repeatedly denied and it is impossible to grant vacation time which the employee is entitled to, the District agrees to reimburse the employee for such vacation time.

- 4.15 If a holiday specified in paragraph 4.16 of this Agreement falls when an employee is on paid vacation, he shall receive an extra day's pay in lieu of that holiday or, if the Business Administrator so decides, the employee may instead be granted an extra day of paid vacation in lieu of that holiday.
- 4.16 The following recognized holidays will be observed on the days required by New York State law and regulation (unless the District and the OESPA agree otherwise in particular cases) or all 12 month employees and for all 11 month employees on the active payroll at the time the holiday falls:
- (1) New Years Day
  - (2) Martin Luther King Day
  - (3) President's Day
  - (4) Good Friday
  - (5) Memorial Day
  - (6) Independence Day
  - (7) Labor Day
  - (8) Veterans Day
  - (9) Thanksgiving Day
  - (10) Friday after Thanksgiving Day
  - (11) Last Working Day before Christmas Day
  - (12) Christmas Day
  - (13) Last Working Day before New Years Day

When a holiday numbered (1), (6), (8), (11),(12) or (13) falls on a Saturday or Sunday, the day to be observed as the holiday shall be Friday, if the holiday falls on Saturday; or Monday, if the holiday falls on Sunday. Employees will be paid for such holidays for the same number of hours as they would have normally worked had the day not been a holiday. Employees required to work on a holiday shall be paid double time for that day.

- 4.17 Eleven month employees shall not be required to work on days during the Christmas and Easter recesses when students are not in attendance.

## **Section 4.2 Leaves**

- 4.21 Ten month employees will be allowed three (3) days per year, eleven month employees will be allowed four (4) days per year, twelve month employees will be allowed four and one-half (4 ½) days per year for absence due to personal business upon approval of the employee's immediate supervisor. Personal leave days are for personal matters which cannot be accomplished outside the working day. Prior request and approval is required. Personal leave days cannot be taken the day before or the day after (a) a holiday, (b) a vacation or, (c) for ten-month and eleven-month employees, a school recess. The Superintendent may authorize such days as valid within his discretion. Unused personal leave days will be added to accumulated sick leave but not to exceed the maximum. The Superintendent's decision to authorize or not to authorize such days shall not be grievable. Employees who have not completed 60 days of

actual work will not be paid for any absence due to personal business taken under the foregoing provisions of this paragraph unless and until they have successfully completed 60 days of actual work for the District.

- 4.22 Each full-time employee and each part-time employee will be granted one sick leave day for each month of service with the District. When a part-time employee is absent on sick-leave, he shall be charged with having used one sick leave day for each day he is absent and shall be paid for such day for the number of hours of work or which he would normally have been scheduled to work according to his regular schedule. Unused days may accumulate to a maximum of 170 days. At the beginning of each school fiscal year, the sick-leave days to which each employee (except an employee with less than one year of service) would be entitled during that year will be credited to him. In September of each year, employees shall receive a statement telling them how many days they have accumulated as of September 1st. A medical certificate may be required by the District with respect to any sick leave day where the District suspects abuse of the sick leave privileges. The provisions of this paragraph do not apply to substitute, temporary, or casual employees. Employees who have not completed 60 days of actual work for the District will not be paid for any absence due to sickness taken under the foregoing-provisions of this paragraph unless and until they have successfully completed 60 days of actual work for the District.
- 4.23 Sick leave may be used for the employee's own illness or, upon approval of the Business Administrator, for illness in the employee's immediate family. Immediate family, as used in this paragraph, means spouse, child, parent, brother, sister, or a relative residing in the employee's home. When an employee knows in advance that he will need to use sick leave (e.g., scheduled surgery, expected delivery date, return of family member from hospital), he shall so inform the Business Administrator as soon as practicable.
- 4.24 When a member of an employee's immediate family dies the employee may be absent for three days for the purpose of attending the funeral and making other arrangements in connection therewith. Such days shall not be deducted from any other leave. As used in this paragraph, immediate family means spouse, child, parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandparent-in-law, grandchild, or a relative residing in the employee's home. The Superintendent may grant additional days as he determines to be appropriate. When an aunt or uncle of an employee dies, the employee may be absent for one (1) day for the purpose of attending the funeral and, making other arrangements in connection therewith. Such day shall not be deducted from any other leave.
- 4.25 An employee may request an unpaid child-rearing leave of absence not to exceed one year for the purpose of taking care of an infant who is resident in the employee's home and is less than one month old at the time the leave is to begin. The request shall be made in writing to the Business Administrator at least thirty school days prior to the first day of requested leave and shall state the proposed first and last days of the requested leave.
- 4.26 Whenever an employee has been on paid or unpaid sick leave for a total period of four (4) weeks or more, the employee shall submit to the Business Administrator, a certificate from his attending physician stating that the employee is medically fit to return to his position and perform the full duties thereof before he is allowed to resume working. If an employee anticipates using sick leave in excess of ten (10) consecutive school days, the employee shall notify the District of that to facilitate scheduling. Before an employee returns from sick leave after an absence in excess of ten (10) consecutive school days (but less than four (4) weeks or

more), the District shall have the right to require a note from a physician stating that the employee is fit to return to full duty. In the event that an employee is deemed by a physician to be unfit to return to full duty, the Superintendent shall make the determination as to whether a return to partial duty will be permitted. To obtain the physician's note, the employee shall have the option of being examined by the District's physician at the District's expense, or being examined at his own expense by a physician of his choosing. If the employee is examined by the District's physician and is not satisfied by that expert's determination and the District will not allow the employee to return to work, the employee shall have the right to request examination by another physician at the District's expense. If the initial note submitted by the employee is prepared by a physician other than the District's physician and if the District questions the determination made therein, the District shall have the right to require that the employee be examined by the District's physician, at the District's expense. If the District exercises this right and such action causes the employee to be delayed from returning to work pending the District's physician's determination, the employee shall not lose any additional sick days or the time lost from work due to said delay. If the District's physician and the employee's physician disagree and the District decides to not allow the employee to return to work, the employee may request, within twenty-four (24) hours, and the District will pay for, a third opinion which shall be controlling. The physician supplying the third opinion shall be selected by mutual agreement of the employee's physician and the District's physician. Any time lost from work from the date of the employee's request or a third opinion to the date that an opinion is rendered by the physician shall be shared equally by the District and the employee. If the employee is deemed unfit to return to work by the third physician, the employee shall resume using his own sick leave days until he is able to return to work.

- 4.27 Not more than a total of ten (10) personal days per year may be used for Association business including collective bargaining negotiations with the District. Notice of absence for such days shall be given as far in advance as practicable, but in any case not less than seven (7) calendar days in advance of the first day of such absence, but this advance notice requirement may be waived by the District in situations which it regards as appropriate for such waiver. Notice shall be given to the Superintendent's office and shall be accompanied by a statement from the Association president that the employees involved are authorized to use the days for Association business.
- 4.28 If an employee attends all but one or two ( $2 \frac{1}{4}$  for 11 month employees,  $2 \frac{1}{2}$  for 12 month employees) of the required employee attendance days during the school year, the employee will be paid on the first regular payday for school employees in the following fiscal year an amount equal to three-quarters of one percent of the employee's annual straight-time wage (hourly rate times regular schedule of hours for the year) for the school year in which the employee earned this attendance award. Days taken pursuant to paragraphs 4.24, 4.27, 4.29 and days donated to the sick leave bank pursuant to paragraph 5.22 shall not be counted against an employee for purposes of this paragraph.
- 4.29 If an employee is required to serve on a jury during his normal working hours, he shall be granted leave for such service and shall suffer no loss in straight time pay while rendering jury service provided he delivers to the District a document issued by the court which shows the days and hours during which such service was rendered and signs over to the District all fees (not including travel or meal expenses) paid by the court with respect to any day of jury service for which the employee is paid by the District. The employee shall cooperate with the District in seeking a delay in jury service if the District so requests.

## **ARTICLE 5. BENEFITS**

### **Section 5.1 Pension and Insurance**

- 5.11 The present pension program, commonly known as “section 75g”, shall be continued with rider 41J.
- 5.12 The District is a participant in the Allegany/Cattaraugus School Districts Medical Plan and will make available the basic plan provided thereby to employees who are eligible for such plans (“eligible” for the purposes of health insurance meaning those employees regularly scheduled for and working at least 30 hours per week) and who are on the active payroll. Eligible employees may elect either family or individual coverage. Effective July 1, 1998, the coverage provided shall contain a \$10/\$4/\$1 co-pay prescription drug rider and a \$250/\$500 major medical deductible. The Plans (Traditional or POS) made available to the employees shall be established by the Plan’s governing body with such changes as that body may implement from time to time. If for any reason any of the District offered plans cease to exist or the District terminates its participation therein, the District will then provide coverage comparable to or better than the Plan. The District also will make available health maintenance organization through the Allegany/Cattaraugus Schools POS coverage.

All current employees now covered under the Community Blue HMO must elect the POS Plan before August 1, 2006 as the District will no longer offer the Community Blue HMO. The District will pay 100% of the premium cost for those hired before July 1, 2004. Current employees being changed from the Community Blue HMO to the POS will be given a one time payment of \$400.00 for making the change to be paid on September 21, 2006 payroll by separate check. Employees eligible for district provided medical insurance hired after July 1, 2004 must elect the POS Plan and the employee is to pay 10% of premium cost effective July 1, 2006 – 15% of premium cost effective July 1, 2007 – 20% of the premium cost effective July, 2010. If an employee is required to make a contribution to premiums, the employee’s monthly contribution shall be paid by payroll deduction and may be paid with pre-tax dollars through the Cafeteria Plan described in paragraph 5.23, to the extent allowed by law.

Any eligible employee who had coverage provided by the District through the Traditional Plan provided through the Allegany/Cattaraugus School Districts as of October 1, 2006 and who after that date elects to change to coverage to the POS Plan shall receive a one-time payment of \$1,000 to be made in a separate check transmitted along with the second paycheck in October.

Any employees currently covered by the District’s Traditional Policy who elects to change coverage to the POS Plan by the coverage effective date of September 1, 2006 will receive a one time payment of \$2,250 (family) and \$1,000 (single) to be paid on the September 21, 2006 payroll by separate check and the District will continue paying 100% of the premium cost.

Once this option is taken the employee may not return to the Traditional Allegany/Cattaraugus Medical Insurance Plan.

With respect to the Plan:

- (1) Any complaint under the Plan with respect to its interpretation or application must be processed through the "Claim Review Procedure" set forth in the Plan document. If the matter is not settled to the employee's satisfaction, and the Plan document does not provide for arbitration of such dispute, then within thirty (30) days of the written answer from the governing Committee of the Plan, the Association may submit the issue directly to binding arbitration. The Association and the District agree that such binding arbitration should only be before an arbitrator under the Rules of the American Arbitration Association who has expertise in medical health insurance coverage benefits and policies and is familiar with the rights of covered individuals and the responsibilities of the insurance provider. The Plan Administrator will furnish the Association and the District with all pertinent data related to the dispute subject to the provisions of subparagraph (3).
- (2) All data obtained by the Plan Administrator with respect to insurance claims shall be considered confidential and shall be disbursed to persons involved or connected with the Plan strictly on a need-to-know basis and such information shall be utilized for no other purpose than is necessary for the administration of the Plan and the payment of claims. Any health data obtained by the Plan may not be used to discipline or dismiss an employee.
- (3) Employees who submit claims in accordance with the procedures established by the Plan and if the claim is not disapproved in accordance with the Plan procedures, shall have said claim paid (to the extent of the coverage provided) in a timely manner so that the employee shall suffer no financial loss as a result of the slow payment of the claim. It shall be considered that the employee suffered no financial loss if such claim is paid within a reasonable period of time in comparison to the payment of similar claims by Blue Cross/Shield or other well known health insurance plans.
- (4) An employee whose spouse works for the same District or another school district participating in the Plan may enroll in the Plan with no lapse in coverage if their spouse's coverage ceases for any reason. In no event shall there be double coverage in the Plan.
- (5) If an employee has been absent and unable to work because of his own illness or injury, if the absence has continued for at least 30 consecutive calendar days, and if the employee has exhausted all paid leave and vacation days available to him pursuant to this Agreement and is therefore on unpaid leave of absence, he shall nevertheless be continued in the Plan at no premium cost to himself until the end of the second calendar month following the month in which his unpaid leave began; thereafter he may remain in the Plan as long as he remains on unpaid leave provided that he pays the premium therefore to the District office not later than the first business day of each month.
- (6) An employee may waive being covered by the health insurance coverage set forth in this paragraph 5.12 by submitting to the District's Business Office a written, dated and signed statement to that effect. When an employee submits such a waiver, the coverage

will be stopped effective with the first month for which the District has not already paid the premium. An employee who waives entitlement to health insurance coverage shall receive \$800 annually for such waiver, to be paid in equal installments throughout the employee's work year, provided that no coverage is provided during a twelve (12) month period. If an employee waives coverage for less than twelve (12) months, a prorated payment shall be made. An employee who waives coverage may re-enter the District's plan by providing written notice to the Business Administrator, in which case coverage shall commence with the first month for which the District has not already paid the employee to be off of the plan. If, in any event, the District makes a monthly waiver payment to an employee for a month during which the employee was covered by the Plan, the District shall have the right to recoup the amount of said payment through payroll deduction. The waiver payment under the terms of this paragraph 5.12(6) shall not be made to any employee who receives health insurance through the District. An employee's election to waive coverage under this provision shall be made on an annual basis, in accordance with the requirements of the Internal Revenue Code and regulations thereunder applicable to cafeteria plans; re-entry into the plan once an employee has elected to waive coverage shall be made in accordance with the requirements of the Internal Revenue Code and regulations thereunder applicable to cafeteria plans; payments pursuant to this provision shall be governed by the terms of the Cafeteria Plan described in paragraph 5.23 and in accordance with all requirements of the Internal Revenue Code and regulations thereunder.

- 5.13 Whenever an employee is absent from his employment and unable to perform his duties as a result of a personal injury caused by an accident or assault occurring in the course of his employment and receives Workers Compensation payments for such absence, will be paid sick benefits in lieu of wages during his absence from his employment up to a period of ten (10) months. Sick benefits are defined as being an amount which represents the difference between Workers Compensation and payments in regular salary and includes any other benefits or emoluments redounding to the benefit of the employee under the existing Agreement. Days allowed for absence due to injury suffered on school premises or in line of duty covered by Workers Compensation shall not be deducted from sick time allowance. An employee injured on duty must file an accident report with the Business Administrator's office as soon as possible but in no case later than five (5) days from the date of the accident. Accident report forms are available in that office and the office of all school principals.
- 5.14 An employee who retires from District service under the rules of the NYSERS shall have the right to continue in the District's group health plan at his own expense from the date of retirement until such time as the employee is deceased, covered under another plan or opts to terminate coverage through the District's plan for any reason. Coverage shall be available pursuant to this provision for the retiree and any dependents covered as of the date of retirement (i.e., a second spouse or dependent children through re-marriage after the date of retirement cannot be covered). The coverage available to the retiree (and dependents) shall be provided through the same plan provided to active employees and shall be available at a cost equal to 100% of the applicable premium for the retirees under the plan. If a retiree (and/or dependents) at any time on or after retirement opts out of any of the benefits provided under the plan (for example, prescription card), the retiree (and/or dependents) shall not thereafter be entitled to obtain or opt for said benefit. The retiree (and dependents) shall, with the exception of the rules stated herein for dependent coverage and opting out of benefits, be subject to all plan rules applicable to active employees except where the plan has rules specific to retiree coverage.

Benefits provided pursuant to this provision shall run concurrent with the benefits provided by COBRA for the first eighteen (18), twenty-nine (29) or thirty-six (36) months (as applicable) of coverage. In order for a retiree (and dependents) to obtain coverage pursuant to this provision, an election must be made within two (2) months of the date of retirement or one (1) month before benefits under COBRA would cease. "Retirement from District Service" pursuant to this provision means that there shall be no break between the employee's service to the District and the retirement.

## **Section 5.2 Other Benefits**

- 5.21 The District will continue to reimburse each employee in the school lunch classifications for the cost of two sets of uniforms per year; provided, however, that the cost of only one uniform need be reimbursed to an employee who is regularly scheduled for two hours per day or less. If the cost of the two sets of uniforms is less than \$120 (\$70 in the case of a two-hour employee) per school year, the District will provide reimbursement to the school lunch employee for the balance of the \$120 (or \$70) for purchase of shoes (or sneakers or athletic shoes approved by the Cafeteria Manager before purchase) and/or aprons upon presentation of satisfactory proof of purchase.
- 5.22 In case of a serious and prolonged illness, an employee who has exhausted all of his accumulated sick leave may be allowed additional sick leave days without loss of pay by utilizing the accumulated sick leave days of other employees provided that an employee may not contribute more than two (2) days per year for any given employee to so utilize. The Superintendent and the Association President shall actually agree on the number of days (not to exceed 60) which shall be allowed the employee under this paragraph: provided that each such agreed on day must be deducted from the accumulation of some other employee or employees pursuant to a written authorization signed by him or them. (See Side Letter for relevant procedures.)
- 5.23 Cafeteria Plan.
- (a) The District will continue to maintain a "Cafeteria Plan" pursuant to Section 125 of the Internal Revenue Code of 1986, as amended. The District will continue to bear the administrative cost of maintaining and operating the Cafeteria Plan.
  - (b) The benefits that will be available under the Cafeteria Plan are as follows:
    - (1) A Medical Premium Conversion Account to which an employee may elect to contribute, on a pre-tax basis, his share, if any, of the monthly premiums for his coverage under the health insurance provided by the District.
    - (2) A Medical Expense Reimbursement Account to which an employee may elect to contribute, on a pre-tax basis, up to \$1,000 per plan year.
    - (3) A Dependent Care Assistance Spending Account to which an employee may elect to contribute on a pre-tax basis, an amount up to the maximum annual contributions permitted by law.
    - (4) A payment in lieu of health insurance under which an employee who does not receive coverage under the District's health insurance program will receive

additional cash compensation (as described in paragraph 5.12).

- (c) Participation in the Cafeteria Plan is optional, and any amounts that an employee elects to contribute to the Cafeteria Plan shall be deducted from his paycheck in equal installments.

5.24 The District will permit employees, under the auspices of the Olean City School District Flexible Benefit Plan, to request that payroll deductions be taken from their regular paychecks, on an after-tax or pre-tax basis as elected by the employee, and used to pay premiums for:

1. AFLAC NY's Short-Term Disability Coverage;
2. AFLAC NY's Cancer Protection Coverage;
3. AFLAC NY's Direct Cash – Hospital Indemnity Protection Coverage
4. AFLAC NY's Dental Policies; and
5. AFLAC NY's Accident Policies (with or without disability rider).

An employee's request to deduct premiums described in the preceding sentence must be made in accordance with the election procedures prescribed by the Olean City School District Flexible Benefit Plan. The District also will permit employees to request that after-tax payroll deductions be taken from their regular paychecks and used to pay premiums for long-term care insurance. An employee's request to have after-tax payroll deductions be taken from his or her regular paycheck and used to pay premiums for long-term care insurance must be submitted in writing to the District by August 1 of each year, and will remain in effect for the subsequent 12-month period beginning on the immediately following September 1. The District will not be responsible for explaining, selling or encouraging participation in any of the coverage's available to employees under this section.

During the 2004-05 school year, the District will establish a special, one-time window period of six weeks duration for employees to select coverage and arrange for payroll deductions hereunder.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed their names  
this \_\_\_\_ day of \_\_\_\_\_, 2008 .

FOR THE DISTRICT:

FOR THE OESPA:

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
President

APPENDIX A

**Hourly Rates Effective July 1, 2006**

<b><u>Job Title</u></b>	<b><u>Probationary</u></b> <b><u>2006-2007</u></b>	<b><u>Step 1</u></b> <b><u>2006-2007</u></b>	<b><u>Step 2</u></b> <b><u>2006-2007</u></b>	<b><u>Step 3</u></b> <b><u>2006-2007</u></b>	<b><u>Step 4</u></b> <b><u>2006-2007</u></b>
Senior Typist	10.90	12.35	12.88	15.11	17.25
Stenographer	10.78	12.16	12.67	14.51	16.56
Account Clerk Typist	10.76	12.15	12.66	14.49	16.54
Typist	10.05	11.96	12.31	14.09	16.05
Student Records Clerk	10.07	11.93	12.29	13.98	15.95
Aides - all types except	9.78	11.70	12.04	13.71	15.64
Teacher Aide II	19.15	19.73	20.31	21.09	23.57
Licensed Practical					
Nurse	10.76	12.63	12.99	14.71	16.79
Cleaner	11.40	13.48	13.84	15.71	17.93
Custodian/Maintenance	12.75	14.53	15.11	17.38	19.94
Sr. Bldg Maintainer	13.19	14.97	15.55	17.82	20.38
Computer Support					
Tech	16.39	17.94	18.74	21.36	24.37
Printer	11.51	13.80	14.20	16.21	18.49
Stock Clerk	11.58	14.25	14.86	17.13	19.55
Cook Manager	10.43	11.72	12.20	14.00	16.00
Cook	9.43	10.67	10.98	12.52	14.29
Food Service Helper	7.87	10.17	10.42	11.87	13.55
Registered Nurse	15.11	16.54	17.27	19.93	22.76
School Monitor	9.24	10.17	10.42	11.87	13.55
Lifeguard	11.38	12.42	12.79	14.64	16.70
Sr.Food Service	0.21				
Middle School Cook	0.21				
Shift Differential	0.23				

APPENDIX A

**Hourly Rates Effective July 1, 2007**

<b><u>Job Title</u></b>	<b><u>Probationary</u></b> <b><u>2007-2008</u></b>	<b><u>Step 1</u></b> <b><u>2007-2008</u></b>	<b><u>Step 2</u></b> <b><u>2007-2008</u></b>	<b><u>Step 3</u></b> <b><u>2007-2008</u></b>	<b><u>Step 4</u></b> <b><u>2007-2008</u></b>
Senior Typist	11.28	12.78	13.33	15.64	17.85
Stenographer	11.16	12.59	13.11	15.02	17.14
Account Clerk Typist	11.14	12.58	13.10	15.00	17.12
Typist	10.40	12.38	12.74	14.58	16.61
Student Records Clerk	10.42	12.35	12.72	14.47	16.51
Aides - all types except	10.12	12.11	12.46	14.19	16.19
Teacher Aide II	19.82	20.42	21.02	21.83	24.39
Licensed Practical					
Nurse	11.14	13.07	13.44	15.22	17.38
Cleaner	11.80	13.95	14.32	16.26	18.56
Custodian/Maintenance	13.20	15.04	15.64	17.99	20.64
Sr. Bldg Maintainer	13.65	15.49	16.09	18.44	21.09
Computer Support					
Tech	16.96	18.57	19.40	22.11	25.22
Printer	11.91	14.28	14.70	16.78	19.14
Stock Clerk	11.99	14.75	15.38	17.73	20.23
Cook Manager	10.80	12.13	12.63	14.49	16.56
Cook	9.76	11.04	11.36	12.96	14.79
Food Service Helper	8.15	10.53	10.78	12.29	14.02
Registered Nurse	15.64	17.12	17.87	20.63	23.56
School Monitor	9.56	10.53	10.78	12.29	14.02
Lifeguard	11.78	12.85	13.24	15.15	17.28
Sr.Food Service	0.22				
Middle School Cook	0.22				
Shift Differential	0.24				

APPENDIX A

**Hourly Rates Effective July 1, 2008**

<b><u>Job Title</u></b>	<b><u>Probationary</u></b> <b><u>2008-2009</u></b>	<b><u>Step 1</u></b> <b><u>2008-2009</u></b>	<b><u>Step 2</u></b> <b><u>2008-2009</u></b>	<b><u>Step 3</u></b> <b><u>2008-2009</u></b>	<b><u>Step4</u></b> <b><u>2008-2009</u></b>
Senior Typist	11.67	13.23	13.80	16.19	18.47
Stenographer	11.55	13.03	13.57	15.55	17.74
Account Clerk Typist	11.53	13.02	13.56	15.53	17.72
Typist	10.76	12.81	13.19	15.09	17.19
Student Records Clerk	10.78	12.78	13.17	14.98	17.09
Aides - all types except	10.47	12.53	12.90	14.69	16.76
Teacher Aide II	20.51	21.13	21.76	22.59	25.24
Licensed Practical Nurse	11.53	13.53	13.91	15.75	17.99
Cleaner	12.21	14.44	14.82	16.83	19.21
Custodian/Maintenance	13.66	15.57	16.19	18.62	21.36
Sr. Bldg Maintainer	14.13	16.03	16.65	19.09	21.83
Computer Support Tech	17.55	19.22	20.08	22.88	26.10
Printer	12.33	14.78	15.21	17.37	19.81
Stock Clerk	12.41	15.27	15.92	18.35	20.94
Cook Manager	11.18	12.55	13.07	15.00	17.14
Cook	10.10	11.43	11.76	13.41	15.31
Food Service Helper	8.44	10.90	11.16	12.72	14.51
Registered Nurse	16.19	17.72	18.50	21.35	24.38
School Monitor	9.89	10.90	11.16	12.72	14.51
Lifeguard	12.19	13.30	13.70	15.68	17.88
Sr Food Service	0.23				
OMS Cook	0.23				
Shift Differential	0.25				

APPENDIX B

GRIEVANCE FORM

(1) Employee's Name: \_\_\_\_\_

Employee's Position: \_\_\_\_\_

(2) I discussed this grievance with (immediate supervisor's name):

\_\_\_\_\_ on (date) \_\_\_\_\_

(3) Give brief statement of facts of the incident which gave rise to the grievance.

\_\_\_\_\_

\_\_\_\_\_

(4) This incident took place on (date): \_\_\_\_\_

(5) I believe that incident violates paragraph(s) of the Agreement:

\_\_\_\_\_

(6) To correct this situation, I ask the District to do the following:

\_\_\_\_\_

Employee's signature: \_\_\_\_\_

Date submitted to Superintendent's Office: \_\_\_\_\_

APPENDIX C

LETTER TO AAA  
REQUESTING GRIEVANCE  
ARBITRATION

(date)

---

American Arbitration Association  
731 James Street  
Syracuse, New York 13203

Gentlemen:

The Olean Educational Support Personnel Association, acting pursuant to Section 1.46 of the current agreement between it and the City School District, City of Olean, New York (a copy of the arbitration portion of that agreement is enclosed), requests that you send to the undersigned and to the Superintendent of the District a list of 20 names of arbitrators to hear the following grievance:

Grievant's Name: \_\_\_\_\_

Date of Written Grievance: \_\_\_\_\_

Very truly yours,

Olean Educational Support Personnel  
Association

Copy to:

\_\_\_\_\_ (name) \_\_\_\_\_ Superintendent

Olean Public Schools  
Olean, New York 14760

MEMORANDUM

The City School District, City of Olean, New York ("District") and the Olean Educational Support Personnel Association ("OESPA") agree that the clerical employee named below who were in the District's employ as of June 30, 1976 and were then covered by the following provision of the 1974- 76 Agreement:

"All others 8 a.m. to 5 p.m. including one hour unpaid lunch; except 8 a.m. to 4 p.m. from July 1st to August 31st"

but who are now covered under the following provision of the current Agreement:

"Clerical 8 a.m. to 4.p. m. including one-half hour unpaid lunch"

shall be protected against a loss in pay as a result of a reduction in their hours by being paid for each full 7 ½ hour day they work as though they had worked 8 hours except for days worked from July 1<sup>st</sup> to August 31<sup>st</sup> (both dates inclusive). It is expressly understood that this memorandum applies only to Frances Clawson personally and not to any other employee or to any future employee who may succeed her; furthermore, this memorandum applies to this one named employee only so long as she remains in her current job title.

FOR THE OESPA:

By: \_\_\_\_\_  
President

FOR THE DISTRICT:

By: \_\_\_\_\_

Execution Date: \_\_\_\_\_

SIDE LETTER

The City School District, City of Olean and the Olean Educational Support Personnel Association confirm their understanding that the following procedures shall be used in the administration of Paragraph 5.22 of the Collective Negotiations Agreement as it reads on the date of execution of this Side Letter.

1. An employee may make application for use of sick leave under Paragraph 5.22 more than once in a single school year, provided that the employee otherwise meets the terms of Paragraph 5.22. This is true both for additional leave in connection with the same condition as the employee's original use of such days or for a new condition.
2. For an employee to make use of leave under Paragraph 5.22 a second time, he must have exhausted any sick days earned between the end of the first leave and the start of the second leave.
3. All such requests for additional leave, whether for the same condition as the first leave (either to use days approved but not used in the first leave, or to be granted new days) or for a different condition must be submitted for approval by the Association President and the Superintendent of Schools in accordance with Paragraph 5.22
4. The Association President shall report to the Business Office the number of days contributed and the names of the contributing employees for each leave approved under Paragraph 5.22 within the time frame established in the Superintendent's approval of such leave. If any such days are not utilized by the employee, they shall be held until the 60 calendar day following the end of the leave or use by the employee should he have need for as due to the original medical condition. If the excess days are not so used, they shall be returned to the employees contributing them.

FOR THE DISTRICT

\_\_\_\_\_

\_\_\_\_\_ DATE

FOR THE ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_ DATE

SIDE LETTER

Effective for the 1998-99 school year, the District shall make an annual payment to each custodian cleaner, building maintainer and stock room clerk who was on the District payroll on July 1, 1998, in the gross amount of \$40, minus required withholdings, to be paid in, or along with, the second paycheck in October.

FOR THE DISTRICT

\_\_\_\_\_

\_\_\_\_\_ DATE

FOR THE ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_ DATE