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GEN / 8448

AGREEMENT BETWEEN PERRY CENTRAL SCHOOL DISTRICT

AND

THE PERRY EDUCATIONAL SUPPORT STAFF ASSOCIATION

July 1, 2007 - June 30, 2010

RECEIVED

FEB 11 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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This agreement is made and entered into by and between the Board of Education of the Perry Central School District hereinafter referred to as the Board and the Perry Education Support Staff Association hereinafter referred to as the Association.

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 providing additional funds thereof shall not become effective until the appropriate legislative body has given its approval.

A: RECOGNITION

The Board recognizes the Association as the exclusive bargaining agent for all account clerk/typists, building maintenance mechanics, cleaners, cooks, the cook manager, custodians, food service helper/workers, keyboard specialists, school monitors, school secretaries, senior custodial workers, senior custodians, senior typists, student interpreters, teacher aides, teaching assistants, and typists, and excluding supervisors, per diem substitutes, attendance officer, business manager, administrative assistant, case worker, child care coordinator, child care group leader, district treasurer, home educational liaison, internal claims auditor, occupational therapist, school lunch manager, school nurse, superintendent of building and grounds, secretary to superintendent, deputy district treasurer, managerial/confidential employees, all seasonal and substitute employees and all other employees.

B: CLASSIFICATION OF EMPLOYEES

1. Definition of a full time employee: (12 months)

A. For building maintenance mechanics, cleaners, custodians, senior custodial workers and senior custodians:

An employee who regularly works 8 hours per day in custodial and maintenance, 5 days each week, for 52 weeks each year.

B. For account clerk/typists, keyboard specialists, school secretaries, senior typists and typists:

An employee who regularly works between 37.5 and 40 hours each week in clerical, for 52 weeks each year excluding summer, and a minimum of 32.5 hours a week during the summer.

Definition of a full time employee: (10 months)

C. For cooks, cook manager and food service helpers:

An employee who regularly works 6.5 hours per day, in the cafeteria on days when school is in session for students.

D. For student interpreters, teacher aides and teaching assistants:

An employee who regularly works 6.0 hours per day as a student interpreter, aide or teaching assistant for approximately 180 days.

E. For school monitors:

An employee who regularly works 6.0 hours per day on days when school is in session for students.

2. Definition of a part time employee: Any employee appointed by the Board of Education to work on a regular basis in any support area with a workday/week containing fewer hours than those worked by a full-time support staff employee, excluding seasonal and per diem substitute employees.

C: HEALTH INSURANCE

Health insurance coverage will be made available to all full-time twelve month employees who regularly work a minimum of 32.5 hours per week. Effective July 1, 1998 the eligible employees will contribute 10% toward the cost of the health insurance premiums of either Genesee Area Health Plan or Genesee Area Health Plan Option D-2, or other plan agreed upon by representatives of the District and PESSA. All co-pays and deductibles will be paid by the employees.

Any full-time twelve month employee who qualifies for health insurance benefits and elects not to participate in the districts health insurance plan, will receive \$750 payable in two (2) checks of \$375 each at the end of semester 1 and semester 2.

Consistent with the provisions of the district health insurance plan, ten month employees may join the health insurance plan at their own expense.

All unit members, that are not full-time twelve-month employees, who elect not to participate in the District's health insurance plan, shall receive the following stipends In Lieu of Health Insurance during the 2008-2009 and 2009-2010 school years:

<u># of Hours Worked per Day</u>	<u>Amount of Stipend in 2008-2009</u>	<u>Amount of Stipend in 2009-2010</u>
6 or more	\$400	\$550
4 or more but less than 6	\$250	\$450
2 or more but less than 4	\$150	\$300
1 or more but less than 2	\$100	\$150
Less than 1	\$0	\$0

These amounts will be paid in two (2) equal checks, the total of which comprises the full amount due to the unit member, at the end of semester 1 and semester 2. The level will be determined based upon the number of regularly scheduled hours for the employee.

For example, a unit member who works 6 hours per day in 2008-2009 will receive two (2) checks of \$200 each, one at the end of each semester. If a unit member's scheduled hours change during the semester, the unit member shall be paid at the level in which the majority of the regularly scheduled hours occurred. Overtime and substitute hours will not apply.

Consistent with the provisions of the District's dental insurance plan, unit members may join the dental insurance plan at their own expense.

Retired Employees:

To be eligible for district paid health insurance coverage after retirement, a full time employee hired on or before July 1, 1993 must have been an employee of the district for five (5) consecutive years prior to retirement. Employees hired after July 1, 1993 must be employed at least 15 consecutive years in order to receive the retiree benefit. Currently, the district pays 50% of the health insurance premium for the retiree, and 35% of the premium for the retiree's eligible dependents. The District's contribution (toward retiree and eligible dependent(s) health insurance premiums) will cease upon the death of the retiree. However, the retiree's dependents (including spouse) may continue coverage at his or her own expense after the retiree's death provided that such continued coverage is permitted under the rules of the health insurance company. "Retirement," as used in this article, shall mean separation from District employment with full, unreduced, unpenalized ERS or TRS benefits.

D: ABSENCES

1. Employees who are unable to report for their assignment must notify their immediate supervisor as soon as possible, and at least two (2) hours prior to the start of the work day. First shift employees will generally contact their supervisor at home. Second, third and split shift employees will generally contract their supervisor at school.
2. A day of absence must be used as whole or half days. Request for a leave of absence must be submitted to an immediate supervisor and approved by the Superintendent. All unpaid leave of absences beyond one day require the approval of the Board of Education and must be submitted at least two (2) weeks in advance of the leave.
3. Requests for a partial or full leave of absence in excess of one (1) week (5 working days) must be requested under the provisions of the Family Medical Leave Act which provides for up to a 12 week leave of absence. All FMLA leave requests require the approval of the Superintendent of Schools.

4. The abuse of sick leave may result in the loss of pay or disciplinary action.
5. Leave Time Notice - At the start of each contract year the District will provide each unit member with an accounting of the total number of accrued sick leave days, vacation days and personal days.
6. All accumulated leave days in each individual category (i.e. sick, personal, vacation) must be used before a day without pay will be granted in that individual category. All sick leave and personal leave must be used before an unpaid sick leave day will be granted.

E: SICK LEAVE

1. Sick leave is defined as personal or family illness or injury that prevents the employee from performing their normal duties.
2. The full-time twelve-month and part-time twelve-month employees will accrue 12 days annually. Full-time ten-month and part-time ten-month employees will accrue 7 days annually. The annual allotment of sick days becomes available for use at the beginning of each year, but if an employee has used more than they have accrued when leaving District employment, then the District may recoup the money paid for overused days from the employee's final payment.
3. All unit members (12-month and 10-month, full-time and part-time) may accumulate unused sick leave. 12-month employees may accumulate to a maximum of 220 days. Ten month employees may accumulate to a maximum of 180 days.
4. Whenever an employee is on sick leave for a period longer than three consecutive days, verification from the family physician may be requested.
5. BEREAVEMENT (for all 10 and 12 month employees) An employee shall be granted up to five (5) days with pay per occurrence for bereavement of spouse, parent, child, brothers, sisters, grandparents, grandchildren, in-laws (i.e., mother-in-law, father-in-law, sister-in-law, brother-in-law) aunts, uncles, or for a non-relative individual living in the unit member's household. Upon the District's request, in the event that leave is used for a non-relative who is living in the unit member's household, the unit member must provide appropriate verification of that individual's residence. The leave is non-cumulative and will be charged against sick leave.
6. The District and the Association agree to establish a sick leave bank.

F: PERFECT ATTENDANCE

Employees who use "NO" sick or personal days of any type during the school year will receive a payment in June of that year of \$500. This payment does NOT affect retirement buy back of sick days or accumulations.

G: PERSONAL LEAVE

Each twelve-month employee of the district shall be granted three (3) personal leave days each work year. Effective July 1, 1997, ten month employees shall be granted two (2) personal leave days per year. Personal leave is defined as absence from regular employment to take care of business that normally cannot be transacted outside of the regular working day. Except in an emergency situation, requests for personal leave time must be submitted to the appropriate Supervisor at least two days in advance. Unused personal leave days will be added to accumulated sick leave days.

H: VACATIONS

Vacation benefits will be made available only to full time and part-time twelve (12) month employees according to the following criteria:

- 1.1 Employees with one (1) year of continuous full-time service shall receive five (5) days of paid vacation annually.
- 1.2 Employees with two (2) years of continuous full-time service shall receive ten (10) days of paid vacation annually.
- 1.3 Employees with four (4) years of continuous full-time service shall receive twelve (12) days of paid vacation annually.
- 1.4 Employees with six (6) years of continuous full-time service shall receive thirteen (13) days of paid vacation annually.
- 1.5 Employees with eight (8) years of continuous full-time service shall receive fourteen (14) days of paid vacation annually.
- 1.6 Employees with ten (10) years of continuous full-time service shall receive fifteen (15) days of paid vacation annually.
- 1.7 Employees with twelve (12) years of continuous full-time service shall receive

sixteen (16) days of paid vacation annually.

1.8 Employees with fourteen (14) or more years of continuous full-time service shall receive seventeen (17) days of paid vacation annually.

A. An employee whose first date of employment is after July 1st shall receive prorated vacation based upon the schedule B below. The following July the employee will receive five (5) days of vacation as noted in Section 1.1 above. The employee will then continue on the vacation schedule as outlined above. For example, if an employee starts April 1, 1996, the following vacation would be granted:

On July 1st 1996, the employee receives .5 vacation day

On July 1st 1997, the employee receives 5.0 vacation days

On July 1st 1998, the employee receives 10.0 vacation days

B. Receive pro-rated vacation for that year as follows:

<u>FULL MONTHS EMPLOYED</u>	<u>VACATION DAYS EARNED</u>
11	4.5
10	4.0
9	3.5
8	3.0
7	2.5
6	2.0
5	1.5
4	1.0
3	.5
Less than 3	0

1.9 Requests for vacation time must be submitted in writing to the appropriate supervisor at least three (3) weeks in advance when the length of vacation is greater than two (2) days. Requests for either a one or two day vacation shall require a one week prior notice. Vacation may be given at the discretion of the supervisor/superintendent.

2.0 Requests for vacation dates will be granted on a first come, first serve basis

2.1 Vacation will be credited in the year after it is earned.

2.2 In the event of resignation or retirement, an employee shall be paid for earned but

unused vacation time up to forty-five (45) days provided that the District is given a written notice at least sixty (60) days prior to the last day of scheduled employment.

- 2.3 Any requests for exceptions made by an employee must be in writing to the Superintendent. Exceptions to this policy are made only by written approval from the Superintendent.
- 2.4 Part-time twelve (12) month employees will be granted vacation leave in accordance with this policy. Part-time twelve (12) month employees who earn vacation days will be paid for the normal work hours for a scheduled vacation day.

I: HOLIDAYS

- 1. All 12 month support staff employees will receive 14 paid holidays each year according to the schedule developed by the Business Official following the adoption of the annual school calendar.
- 2. Full-time 10 month support staff employees who regularly report for work only when school is in session shall receive 10 paid holidays according to the schedule developed by the business official following the adoption of the annual school calendar.
- 3. Part-time 10 month support staff employees will be paid for contractual holidays each year on a pro rata basis as follows:

<u>Number of Regularly Scheduled Hours</u>	<u>Number of Paid Holidays</u>
30 hours per work week	10 holidays per year
20 hours per work week	7 holidays per year
18 hours per work week	6 holidays per year

- 4. Part-time employees will be paid for the normal work hours for those holidays which fall on a scheduled work day.

J: EMERGENCY CLOSING

1. All non-instructional 10 month and 12 month full and part-time employees shall not be required to report to work on the first three (3) emergency closing days declared by the District and shall receive their regular pay for a maximum of three (3) emergency closing days per year. However, the Superintendent of Schools or his/her designee may require that Custodial/Maintenance/Cleaner Staff report as scheduled. In that event, such reporting personnel will receive corresponding personal leave in addition to their regular pay.
2. In the case of delayed openings or early closings, all non-instructional 10 and 12 month full and part-time employees shall be paid for their normal working day. Any unit member who works prior to a delayed opening will receive corresponding personal leave time in addition to their regular pay, when it accrues to a .5 or full personal day. This provision (article J, paragraph 2) does not apply to a delayed openings when school is ultimately closed for the day.
3. Beginning with the fourth emergency closing day, unless otherwise notified by the Superintendent of Schools or his/her designee, all 12 month clerical, custodial, and maintenance personnel are expected to report to work on emergency closing days. However, if such an employee elects not to report for work on an emergency closing day, he or she may use personal or vacation leave. (Second shift custodial workers who do report to work on an emergency closing day will do so by 8:00 A.M.).
4. Beginning with the fourth emergency closing day, 10 month employees will, at their option, go unpaid or will instead use available personal leave. Regardless of the option chosen, they will not report for work.

K: RESIGNATIONS

It is expected that any employee intending to leave the system for whatever reason will notify the Superintendent in writing of his or her intention at least ten (10) working days in advance of his or her effective date of resignation.

L: WORK SCHEDULES

Daily work schedules, including weekends, for all support staff employees are to be determined by the appropriate administrator/supervisor. Employees working the second shift will work an eight (8) hour shift which includes a 30 minute on-premises break for dinner. All work schedules shall be approved by the Superintendent.

M: DIRECT DEPOSIT

All support staff employees are eligible for payroll direct deposit.

N: MILEAGE

Support staff employees who are required to use their personal vehicle while on the job will be reimbursed for miles driven by employing the district mileage reimbursement rate.

O: JURY DUTY

Unit members serving any Jury Duty on a work day will not be required to report for work on that day and will receive his or her regular wages. The Unit member will assign to the District any stipend received for serving as a juror. Reimbursement for actual expenses for mileage, meals, and lodging will be retained by the employee.

P: NOTIFICATION OF BENEFITS

Each new employee will be given an orientation at the Business Office, at which time an overview of benefits information will be provided. The orientation will be conducted within one month of the hire date.

Q: SAVINGS CLAUSE

If any provision of this agreement is or shall be at any time contrary to law or ruling of the Courts or the Commissioner of Education said provision shall not be applicable, performed or enforced, except to the extent permitted by law. In the event any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in full force and effect.

R: GRIEVANCE PROCEDURE

Section I - Purpose

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

Section II - Definitions

2.1 "Grievance" is defined as a complaint by a member or group of members of the

Unit or District that there exists an alleged violation or misinterpretation of this Agreement.

- 2.2 The "supervisory officer" shall mean the immediate superior responsible for the area in which the grievance has arisen.
- 2.3 The "Chief Executive Officer" is the District Superintendent or designee.
- 2.4 "Grievance Committee" shall mean the committee designated by the Association.
- 2.5 "School Business Days" are defined as days when central administration offices are open for business.

Section III - Basic Principles

- 3.1 All grievances shall include the name and position of the aggrieved party, the Article and Section of the Agreement which have allegedly been violated or misinterpreted, the time and the place of the alleged events or conditions upon which the grievance is based, the identity of the party responsible for causing said events or condition, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 All reasonable efforts will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

Section IV - Time Limits

- 4.1 An alleged grievance shall be deemed waived unless presented at the first available step within fifteen (15) school business days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.
- 4.2 A grievance which is not answered within the time limits specified for the specific step of the procedure may be appealed to the next step of the procedure within the time that would have been allotted had the decision been communicated by the final day. Unless waived in writing by both parties, the time limits of this grievance procedure will be strictly enforced.
- 4.3 Failure to comply with these time limits constitutes a waiver and withdrawal of the grievance.

The arbitrator will not have the authority to add, subtract, or modify any provision of this Agreement.

Section V - Procedures

Step 1 - Supervisory Officer – Informal

A member having a grievance will verbally discuss it with his/her Supervisory Officer, with the objective of resolving the matter informally, within fifteen (15) school business days after the aggrieved party knew or should have known of the act or condition upon which the grievance is based. Step 1 grievance presentation requires that the unit member explicitly state that he or she is presenting a grievance. An alleged grievance shall be deemed waived if not presented within this time limit. The Supervisory Officer, after investigating the facts relating to the grievance, shall render his/her decision in writing within ten (10) school business days of the informal discussion with the member.

Step 2 - Supervisory Officer - Written

If the grievance is not resolved informally, it shall be reduced to writing and presented to the Supervisory Officer within fifteen (15) days. Within ten (10) school business days after the written grievance is presented to him, the Supervisory Officer shall render a decision thereon in writing to the member, with a copy to the Association Grievance Committee.

Step 3 - Chief Executive Officer

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

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

The Chief Executive Officer shall render his decision within ten (10) school business days after the hearing. Such decision shall be in writing with copies to the aggrieved member and the Grievance Committee.

Step 4 - Board of Education

If the member and the Grievance Committee are not satisfied with the decision rendered at Step 3, a written request for a hearing may be filed with the Board within ten (10)

school business days after receipt of the Chief Executive Officer's answer. The Chief Executive Officer shall submit all written documents pertaining to the grievance to the Board.

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

The Board shall render its decision within fifteen (15) school business days after the hearing. Such decisions shall be in writing and shall be submitted to the aggrieved member and the Grievance Committee. Where the district has filed a grievance, the issue shall be discussed with the Association and, if it is not resolved, shall be immediately taken to Step 5.

Step 5 - Binding Arbitration

Within fifteen (15) days of a receipt of a decision at Step 4, a grievance may be submitted to arbitration. The District must receive a demand for arbitration within fifteen (15) days of the Association receipt of a decision at Step 4. Failure to comply with these time limits constitutes a waiver and withdrawal of the grievance. The parties agree to be bound by the rules and procedures of the American Arbitration Association.

The selected arbitrator shall hear the matter promptly and shall render a decision in writing no later than thirty (30) calendar days from the closing of the hearing. The arbitrator's decision shall be binding on all parties.

The costs of the arbitrator shall be shared equally by the District and the Association.

S: RETIREMENT BENEFIT

Participation in the New York State Employees' Retirement System or the New York State Teachers' Retirement System shall operate as provided by law. Any employee whose participation is optional shall file a written declination with the District office.

Upon retirement, an employee with fifteen (15) years of continuous employment with the district shall receive an adjustment in their annual salary in an amount resulting from the following calculation, depending on their effective year of retirement, as below:

2007-2008

Accumulated sick leave days times \$15.00

2008-2009

Accumulated sick leave days times \$20.00

2009-2010

Accumulated sick leave days times \$25.00

How this benefit is to be paid to the retiring employee will be worked out with the Business Official. Written notification of the intent to retire must be received by the Superintendent of Schools sixty (60) days prior to the actual date of retirement. "Retirement," as used in this article, shall mean separation from District employment with full, unreduced, unpenalized ERS or TRS benefits.

T: LONGEVITY STIPEND

Employees shall receive a one time payment in the following amounts included in the last pay check for the year:

After 15 years.	\$ 500.00
After 20 years.	\$ 1,000.00
After 25 years	\$ 1,500.00

U: QUALITY PERFORMANCE AND EVALUATION PLAN

Section 1 - General

The District will meet with all employees and each new employee and explain the evaluation process, its standards and the forms utilized.

It is the obligation on the part of the District to give each employee a job description and for the employee to sign a form acknowledging such receipt.

Section 2 - Evaluation Process

1. The immediate supervisor and/or Superintendent or Business Official shall formally observe each employee at least twice during the school year.
2. A conference will be held between the employee and the immediate supervisor and/or Superintendent or Business Official no later than five (5) working days after the observation, at which time a written report of the observation and

evaluation will be discussed.

The employee will sign receipt of the written observation.

3. By December 15 of each year, each employee will receive from the immediate supervisor the first written evaluation of his/her performance. By May 15 of each year, each employee will receive from the immediate supervisor and/or Superintendent or Business Official the annual written evaluation of his/her performance.
 - a. When an employee requires improvement, the specific areas or items in need of improvement will be detailed in the written evaluation.
 - b. Any employee may request written assistance and/or demonstration from the supervisor regarding areas in need of improvement.
 - c. The employee shall have the right to submit a written reply to the evaluation and to attach the reply to the personnel file copy of the evaluation.

Section 3 - Performance Discussion

When a supervisor has a problem or concern with the unit member and when such problem or concern would be placed in the unit member's evaluation, the supervisor will discuss the nature of the problem or concern and the proposed suggestions to correct the problem with the unit member at the time such concern occurs.

This discussion should be viewed as a constructive process to provide timely attention and encourage correction and/or improvement of the employee's performance. It is recognized, of course, that an open on-going dialogue between supervision and employees concerning job performance often leads to a greater awareness and understanding of mutual goals, concerns and expectations by both parties. To this end, the performance evaluation should reflect a summary of the employee's performance.

Section 4 - Appeal

An employee wishing to appeal his/her performance evaluation should indicate to his/her immediate supervisor, Superintendent, or Business Official his/her concerns in writing. If the employee wishes to appeal further, he/she should request, in writing, a meeting with the Superintendent or Business Official. A written decision on the appeal will be rendered within five (5) days of this meeting.

An employee wishing to appeal further may request, in writing, a meeting with the Board

of Education. A written decision on the appeal will be rendered within five (5) days of this meeting. The Quality Performance and Evaluation Rating is not subject to the grievance procedure.

V: SALARY

2007-2008

A. Employees hired by the District prior to July 1, 2007:

Teaching Assistants:

Teaching Assistants whose 2006-2007 hourly rate was \$7.15 per hour shall receive an increase of 95 cents per hour.

Teaching Assistants whose 2006-2007 hourly rate was greater than \$7.15 per hour shall receive an increase of 80 cents per hour.

Other Employees:

All other non-teaching assistant employees whose 2006-2007 hourly rate was greater than \$14.95 per hour shall receive a 4.0% increase to their 2006-2007 hourly rate.

All other non-teaching assistant employees whose 2006-2007 hourly rate was less than \$14.95 per hour shall receive a 6.0% increase to their 2006-2007 hourly rate.

B. Employees hired by the District between July 1, 2007 and December 31, 2007:

Teaching Assistants: 2007-2008 hourly rate shall be \$7.95 per hour.
Cleaners: 2007-2008 hourly rate shall be \$7.44 per hour.
School Monitors: 2007-2008 hourly rate shall be \$7.44 per hour.
Teacher Aides: 2007-2008 hourly rate shall be \$7.44 per hour.
Food Service: 2007-2008 hourly rate shall be \$7.44 per hour.
Keyboard Specialists: 2007-2008 hourly rate shall be an increase of 4% on the Board-approved rate at the time of hire.

2008-2009

All employees will receive a 5.9% increase to their 2007-2008 hourly rate.

2009-2010

All employees will receive a 5.9% increase to their 2008-2009 hourly rate.

Salary When Working As A Substitute Teacher: For any period of time during which a unit member works as a substitute teacher in the District, the unit member shall receive an hourly rate of pay equal to the unit member's ordinarily applicable rate of pay or the rate of pay applicable to substitute teachers, whichever is greater.

W: CAFETERIA

\$.75 per hour increase for each hourly cafeteria member who works for outside organizations at events on district site.

X: UNIFORMS

Upon submission of verifiable receipt the following may be received:

- \$75.00 footwear - cafeteria
- \$125.00 footwear - cleaners
- \$125.00 footwear – custodians

Cafeteria workers will also be given smocks.

Y: SHIFT DIFFERENTIAL

Employees working second or third shift will receive a \$400.00 stipend each year. An employee working a split shift shall receive \$250.00 stipend per year. Employees who work a regularly-scheduled Saturday shift shall receive a \$500 stipend each year.

Z: OVERTIME

Support staff shall be paid at time and one-half for all hours worked in excess of 40 hours per week. An employee who performs work on a Sunday or holiday may choose to be compensated at double the regular hourly rate or be given compensatory time off as defined by the Fair Labor Standards Act. All work must receive prior administrative and supervisory approval. All employees working overtime must complete an Overtime Request Form prior to working that date.

AA: MANAGEMENT RIGHTS

The District reserves and retains solely and exclusively all of its inherent rights to manage the District unless otherwise limited by this agreement or in violation of law. The sole and exclusive rights of the District include but are not limited to its right unless otherwise limited by this agreement or in violation of law to: determine the number, location, hours, and types of its operation; to establish or discontinue programs or operations; to determine the number, classifications, and duties of employees; to determine the methods, processes and equipment and materials to be used in its operation; to judge the efficiency and competency of its employees; to select, hire, direct, transfer, and promote employees, in accordance with Civil Service law to layoff, terminate employees; to establish change and enforce rules of conduct of employee; to discipline and discharge employees, to take such other measures as it determines to be desirable for the successful operation of its programs.

BB: DUES DEDUCTION

Upon two weeks advance written submission to the Business Office by the Association Treasurer of the dues deduction authorization, name and amount to be deducted, the Business Office will begin to make deductions from payroll. Deductions will begin the first pay period in October and continue for sixteen pay periods in equal installments. The district will submit a report of the deductions to the Association which includes the name of the employee and the amount deducted. The Association will hold the District harmless for any claims of violation or liability arising by operation of this section.

CC: CALL BACK

Employees called back into work will receive a minimum of two (2) hours pay.

DD: POSTING VACANCIES

All new positions and/or vacancies including full-time and part-time, leave vacancies and all others including summer positions shall be posted by the District for 10 work days prior to filling the vacancy. Such vacancies shall be posted in the District office, the high school office, the middle school office, and the elementary school office. Any employee who wishes to be considered for appointment to a vacancy shall file appropriate notice with the Superintendent within the time of the posting.

EE: PERSONNEL FILES

1. Unit members shall have the right to review the contents of their personnel file with the Superintendent's representative present and to receive a copy of any document contained therein.

2. No material derogatory to a unit member's conduct, service, character, or personality will be placed in their personnel file unless the unit member has had the opportunity to review such material. The unit member will acknowledge that they have had the opportunity to review such material by affixing their signature to the document. This signature in no way indicates agreement with the contents thereof. The unit member will also have the right to submit a written response to such material. The response shall be attached to the file copy.

FF: NO STRIKE

The Association or any of its members shall not engage in a strike nor shall the Association or any of the members cause, instigate, encourage, or take part in any strike, walk out, slow down or work stoppage within the District.

GG: ASSOCIATION RIGHTS

1. The Association President or his/her employee designee shall be provided three (3) days per school year (July 1 – June 30) for the purpose of Association business. This time shall be used for activities such as conferences, National Education Association of New York Delegate Assembly or other Association activities, and the employee must provide two (2) weeks notice to the Superintendent in advance of using such days.
2. The Association President or his/her employee designee shall be allowed to visit the buildings within the District to investigate working conditions, problems, and for other purposes as related to the welfare of the Association and its members. These visits are to be arranged with the building principal so there will be no interruption in service. These visits may be made during off duty hours or during duty hours. At least eight (8) hours prior to such visits arrangements will be made with the immediate supervisor of the area and the building principal. The total number of hours away from the work station during the year shall not exceed twenty (20). The Association President or his/her designee shall maintain a log of released time and keep a copy of such log on file.
3. The Association will fill out a Building Use Form when using the buildings for Association business. The Association may use District buildings for the purpose of conducting business at reasonable times coordinated with the Superintendent or his designee.

HH: BOARD MINUTES

Within three business days following the approval of the minutes at a regular or special meeting of the Perry Central School District Board of Education, the Clerk of the Board will mail a copy of the official Board minutes to the President of the Association.

II: FLEX SPENDING ACCOUNT

The District shall maintain a Section 125 Flex Spending Account Plan for January 1, 2005.

JJ: COMPLETE AGREEMENT

Section I - The employer and the Association acknowledge that during the negotiations resulting in this Agreement each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

Section II - The foregoing constitutes the entire Agreement between the parties and no verbal statement or other Agreement in whatever form, except an amendment to this Agreement in writing annexed hereto and specifically designated as an amendment to this Agreement, shall supersede or vary any of the provisions herein contained.

6 IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of February, 2008.

Daniel T. White
Daniel T. White
Superintendent
Perry Central School District

Paula J. Preston
Paula J. Preston
Perry Educational Support Staff Association
President
K.P. Scheneman

Lisa M. Kowasz

LISA M. KOWASZ
Notary Public, State of New York
No. 01KO6030714
Qualified in Wyoming County
My Commission Expires 9/20/2009

