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**Contract Database Metadata Elements**

Title: **Holley Central School District and Holley Central School Clerical Staff (2009)**

Employer Name: **Holley Central School District**

Union: **Holley Central School Clerical Staff**

Local:

Effective Date: **07/01/2009**

Expiration Date: **06/30/2013**

PERB ID Number: **5281**

Unit Size:

Number of Pages: **12**

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HOLLEY CENTRAL SCHOOL

CLERICAL CONTRACT

July 1, 2009 - June 30, 2013

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## **ARTICLE I - RECOGNITION**

The Clerical Staff of the Holley Central School District is recognized as the bargaining agent for the clerical unit members of the Holley Central School District by the Board of Education on the 12th day of January 1972. The positions of Superintendents Secretary, Secretary to the School Business Official and Payroll/Personnel Clerk shall be excluded from the bargaining unit.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

The Holley Board of Education retains all management rights and functions it possessed prior to entering into this Agreement and may formulate rules and regulations, including safety regulations, for the conduct of its unit members in the operation of school district business. Written notice of such rules and regulations will be provided to all unit members.

## **ARTICLE 3 - SAVINGS CLAUSE**

If any provisions of this Agreement or any application of the Agreement is found contrary to law or rules and regulations of the Commissioner of Education, then such provision or application shall be deemed invalid and stricken from the contract and/or remedied as prescribed by law of appropriate rule or regulation. All other provisions or applications shall continue for the duration of the contract.

## **ARTICLE 4 - NEGOTIATION PROCEDURES**

When it becomes necessary or appropriate to reopen or renegotiate the contract, the party wishing to negotiate will inform the other party no later than February 15th of the same calendar year.

At the first negotiation session, the party seeking negotiations shall present their concerns. The other party shall react to and present their concerns at the second meeting.

## **ARTICLE 5 - ELIGIBILITY REQUIREMENTS**

While all unit members are subject to the general provisions of this contract, part-time unit members are not eligible for all fringe benefits. Part-time unit members are determined to be those unit members working less than twenty (20) hours per week.

## **ARTICLE 6 - PERFORMANCE EVALUATION**

Each unit member will receive a written evaluation of his/her job performance yearly from his/her immediate supervisor. A copy of the evaluation will be kept on file in his/her personnel folder. Unit members shall sign and date the evaluations to indicate they have reviewed them with their supervisor. If a unit member is not satisfied with the contents of the evaluation, they may add his/her written comments to the evaluation. Such additions shall be signed and dated by the unit member.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

### **A. Definition**

1. Grievance - for the purpose of this Agreement, the term 'grievance' shall mean any dispute or disagreement between the unit members in this unit and the District, which dispute or disagreement alleges that there has been a violation, a misinterpretation, or inequitable application concerning the terms and conditions of employment as specified in any provisions of this Agreement.
2. District Authorized Representative - The term "District's Authorized Representative" shall mean any administrative or supervisory officer responsible for the area in which a grievance is alleged.
3. The unit member has 30 calendar days from the date they knew or should have known of its occurrence to file a grievance.

### **B. Procedure**

1. Step I - Within ten (10) working days of the occurrence of an event giving rise to an alleged grievance, such alleged grievance shall be discussed between the unit member conceiving himself/herself aggrieved and the Districts authorized representative. Such alleged grievance need not be reduced to writing, but a record shall be made of the fact that there was a discussion of the alleged grievance and of the general nature of such alleged grievance. A decision on the alleged grievance shall be given within five (5) work days after such discussion.
2. Step 2 - If no satisfactory solution is reached at Step I, the alleged grievance shall be reduced to writing and signed by the unit member concerned and submitted to the District's Authorized Representative within the next two (2) working days following receipt of the answer at Step 1. A written answer shall be given to the unit member within five (5) work days following receipt of the written alleged grievance.
3. Step 3 - If the unit member concerned is not satisfied with the written answer provided for in Step 2, such unit member, within five (5) work days following receipt of such written answer, may file a written appeal with the Superintendent of Schools. Within ten (10) work days after receipt of the written appeal, the Superintendent or is/her duly authorized representative, shall hold a fact finding hearing with all parties to the Superintendent or made by the Superintendent within ten (10) work days after the receipt of the finding of fact.
4. Step 4 - If the grievance is still not resolved, the unit member may request the matter be presented to the Board of Education at their next regularly scheduled meeting. The Board shall hear all sides of the question and may at their discretion call for and take testimony. The Board shall render a decision in written form within twenty (20) work days. The Board's decision shall be final and binding on all parties.

## **ARTICLE 8 - HEALTH INSURANCE**

The district shall offer the point of service plans offered through the Orleans-Niagara BOCES Health Consortium. All unit members hired after November 1, 2004, must join the point of service plan.

Employees are eligible for single, two person, or family coverage with an employee contribution of \$500 for each year of this contract.

Any unit member hired prior to July 1, 2009 and is currently on the Traditional Health Plan may remain on this plan. Current unit members will not be allowed to transfer from the POS to the Traditional Plan.

For the traditional plan, on December 1, 2004, the prescription drug co-pay will be \$5 for generic drugs, \$15 for brand names drugs and \$20 for non-formulary drugs.

Health insurance elections must be made by June 15 of the prior year. Elections may not be changed during that school year unless there is a life change: e.g. marriage, divorce, birth, loss of insurance by a spouse, death, etc. during the year.

Unit members who elect not to receive health insurance through Holley will receive a buy-out stipend of \$2,500 for each year of this contract.

The coverage shall include the full calendar year - July 1 - June 30.

No clerical unit member who is covered under any other hospitalization plan of her/his own or her/his immediate family, any part of the cost of which is paid by another employer, shall be eligible for coverage by the District under this provision.

It is understood that the District, from time to time, may require written certification from unit members covered by the agreement that the unit member is in compliance with this requirement. The District may also make reasonable inquires or require reasonable documentation by the unit member concerning compliance with this requirement.

The District shall not reduce the level of benefits beyond those which are in effect, during this contract, unless those benefits are no longer available to the District, If those benefits are not available, the District shall provide those benefits at the most cost effectiveness to the District.

Nothing in this contract shall either prevent the District from or compel it to employ the services of a third party administrator or to self insure for health insurance coverage, nor shall it prevent the District from offering alternative health insurance plans to individual clerical unit members who desire such coverage.

In the event of a unit member's or retiree's death, the spouse shall be entitled to pickup group rate insurance coverage under the same conditions that it was available to the unit member or retiree.

## **ARTICLE 9 - SECTION 125 FLEXIBLE BENEFIT PLAN**

A complete Section 125 Flexible Benefit Plan is in place, at no cost to unit members.

## **ARTICLE 10 - DENTAL INSURANCE**

Dental insurance shall be made available to those clerical unit members desiring such coverage at no cost to the employee. A payment in lieu of Dental Insurance will be equal to the premium and paid into a 105H.

## **ARTICLE 11 - LIFE INSURANCE**

The District shall make life insurance coverage equal to the unit member's annual salary available to all unit members working 20 hours or more per week. At age 70, no group term life insurance will be available under the District carrier, The entire cost will be paid by the District.

If a unit member has been employed by the District for fifteen (15) years at retirement, insurance will be continued at no cost to the unit member. If the unit member has been employed by the District for at least ten (10) years, but not as many as fifteen (15) years, the insurance will continue and unit members will be required to contribute up to fifty (50) cents per month for each \$1,000.00 of coverage . If a unit member has been employed by the District for less than ten (10) years, coverage will cease upon retirement. All group term life insurance will cease at age 70.

## **ARTICLE 12 - RETIREMENT**

Unit members may join the New York State Employees Retirement System. Those joining are subject to all provisions, rules and regulations as outlined in the Employers Guide on file in the District Office. Those joining after 1976 will be responsible for a 3% contribution in accordance with law.

For retirement purposes, unused sick leave may be accumulated up to: 10 month unit members, 260 days; 11 month unit members, 280 days and 12 month unit members, 300 days. The dollar value of such unused sick leave may be used to purchase a portion of or all of the cost of continuation after retirement for clerical unit members and their spouses in the current district group health insurance plan until such sum is exhausted. After having exhausted all accumulated sick days, the unit member or spouse will have the option of purchasing health insurance through the district. The dollar value of unused sick leave shall be calculated by multiplying 1/200th for 10 month unit members, 1/220th for 11 month unit members, and 1/240th for 12 month unit members of the average salary for any five consecutive year period by (.5) the number of unused sick days. No lump sum payment for unused sick days will be permitted in any form.

## **ARTICLE 13 - JOB OPENINGS**

Any clerical position that becomes vacant or open in the Holley Central School System shall be posted. Qualified unit members may apply for the position and shall receive consideration as a candidate.

## **ARTICLE 14 - LONGEVITY PAY**

Clerical unit members shall be eligible for an annual, non-accumulative longevity payment:

\$300 - at the completion of ten (10) years of service with the clerical unit.

\$800- at the completion of fifteen (15) years of service with the clerical unit.

\$1,450 - at the completion of twenty (20) years of service with the clerical unit.

Longevity payments will begin at the nearest available payroll date following the unit member's anniversary date with the clerical unit. Unit members have the option of taking this payment in one (1) lump sum.

## **ARTICLE 15 - LEAVES OF ABSENCE**

A. Bereavement Leave - Unit members shall be granted up to five (5) days leave with pay for deaths of the following relatives: mother, father, father-in-law, mother-in-law, husband, wife, son, daughter, stepson, stepdaughter, adopted child, brother, sister, brother-in-law, sister-in-law, son-in-law and daughter-in-law. Unit members shall be granted up to three (3) days leave with pay for deaths of the following relatives: nieces, nephews, grandchild or grandparent. Unit members shall be granted up to one (1) day leave with pay for deaths of the following relatives: aunt or uncle of the unit member or the unit member's spouse. This leave is not applicable where death occurs and all arrangements occur over a ten month unit member's break periods.

B. Leave Without Pay - Leave without pay may be granted to a unit member by the immediate supervisor and the Superintendent when circumstances warrant such leave. Unit members should be cautioned, however, that continued and excessive requests for leave without pay may result in termination of Services.

C. Maternity Leave - A unit member may expend paid sick leave, personal or vacation leave, if applicable, for childbirth or a pregnancy-related disability. Such leave may only be used during the disability. The unit member must provide written verification from the physician upon district request. A unit member must request the leave in writing 30 days in advance of the proposed date of the leave. A unit member who exhausts such leave during the disability period is entitled to unpaid leave during the disability period.

A unit member may apply for an additional unpaid child rearing leave upon termination of her disability. This request must be in writing and be made 30 days prior to the commencement date of the leave. A child rearing leave shall be without pay and benefits and seniority will not accrue during the leave. The combined total of the leaves shall not exceed one year in duration. In the event a unit member does not request a child rearing leave, she will be expected to return to work at the termination of her disability.



The unit member must provide 60 days written notice of her intent to return and will be expected to return on that date or she will be considered to have abandoned her job.

D. Leaves (General) - The Holley Board of Education, in the responsible exercise of its power to grant leaves, does provide for the previous determined leaves as a convenience to their unit member. It should be clear, however, that the Board does not expect that unit members will consistently claim their limit of leave on a yearly basis. The Board expects that unit members will claim leave for valid and appropriate reasons.

E. School Closings - In the event it becomes necessary to close school, the following shall apply:

1. If school is closed during the day after the unit member normally reports for work, they shall be paid a full day's wage.
2. If school is closed due to inclement weather or because of a physical problem in the building(s) before the unit member reports to work, clerical staff will be compensated at their normal daily rate.
3. If school is closed for any other reason, the Superintendent shall determine if clerical help is expected to report to work. Clerical help will be paid in either case.

F. Jury Duty - If a unit member is required to serve on jury duty, they shall receive their regular pay from the District but shall return to the District any compensation received for their services as a jury person other than that portion ascribed to meals and travel compensation.

## **ARTICLE 16 - CLERICAL WORKSHOPS**

Any and/or all clerical unit members may attend workshops upon the recommendation of the immediate supervisor and written approval by the Superintendent. The District will pay for workshops for members to attend if it will benefit the school district in the performance of the unit member's job.

## **ARTICLE 17- DURATION**

This Agreement is in effect from July 1, 2009 through June 30, 2013, or until the parties enter into a new Agreement.

## **ARTICLE 18 – SALARIES**

All current employees will receive a salary increase of 4% for each of the following years: 2010/2011; 2011/2012; 2012/2013.

New hires for 10 month clerical will receive a starting salary of \$9.50/hour.

New hires for 11 month clerical will receive a starting salary of \$10.00/hour.

New hires for 12 month clerical will receive a starting salary of \$11.00 per hour.

Any new hire will receive annual increases of 4% at the start of each fiscal year.

## **ARTICLE 19 - 105H**

The District shall contribute \$750.00 to a 105H Plan for each unit member for each year of this contract.

## **ARTICLE 20 – ATTENDANCE INCENTIVE**

An attendance incentive will be awarded to each employee who has achieved specific attendance requirements for each school year which runs from July 1 - June 30. This will be paid in one lump sum at the end of the school year.

0 sick days used = \$400.00

2 sick days used = \$200.00

### ***ADDENDUM A - TEN (10) MONTH UNIT MEMBERS***

#### **A. LEAVES OF ABSENCE**

1. Sick Leave - Sick leave will be granted for ten (10) days per fiscal year but earned on a monthly basis for all new unit members. This may be used for personal or serious illness in the immediate family. Unused and earned sick leave may accumulate up to 260 days.

2. Personal Leave - Up to three (3) days per year may be used to conduct personal business. These days are to be used to conduct personal business which cannot be done except during normal work hours. The day before and the day after school holidays, December Recess, Winter Recess and Spring Recess, may not be used as personal leave days. Unused personal leave days may be accumulated as sick leave days at the end of each school year.

B. HOLIDAYS (11)

Ten (10) month unit members are not expected to report to work during school vacation periods during the school year. The normal employment period will be from September 1st through June 30th of each year. They will be paid the following legal holidays and are not expected to work - Labor Day - Columbus Day — Veterans Day - Thanksgiving Day - the Friday after Thanksgiving - Christmas Day (as designated by Superintendent)- New Year's Day - Martin Luther King, Jr. Day - President's Day - Good Friday - and Memorial Day. Should an occasion arise when it is necessary to hold school on any of the above listed days, compensatory time will be permitted.

C. VACATION

Ten (10) month unit members do not receive any paid vacation.

D. SALARY

Salary is based on teacher attendance days of the school calendar and will be 7.5 hours per day. Annual hours will be based at 1,472.5.

***ADDENDUM B - ELEVEN (11) MONTH UNIT MEMBERS***

A. LEAVES OF ABSENCE

1. Sick Leave - Sick leave will be granted for twelve (12) days per fiscal year earned at 1.0 per month for new unit members. This may be used for personal or serious illness in the immediate family. Unused and earned sick leave may accumulate up to 280 days.

2. Personal Leave - Up to three (3) days per year may be used to conduct personal business. These days are to be used to conduct personal business which cannot be done except during normal working hours. The day before and the day after school holidays, December Recess, Winter Recess and Spring Recess, may not be used as personal leave days. Unused personal leave days may be accumulated as sick leave days at the end of each school year.

B. HOLIDAYS (12)

Eleven month unit members are not expected to report to work during school vacation periods during the school year. They are expected to work during the summer months. They will be paid the following legal holidays and are not expected to work: July 4 - Labor Day - Columbus Day - Veteran's Day - Thanksgiving Day - the Friday after Thanksgiving Day - Christmas Day (as designated by Superintendent)- New Year's Day - Martin Luther King, Jr. Day - President's Day - Good Friday and Memorial Day. Should an occasion arise when it is necessary to hold school on any of the above listed days, compensatory time will be permitted.

C. VACATION

Eleven month unit members shall be entitled to two weeks paid vacation at the completion of one year and three weeks paid vacation at the completion of seven years. Vacation time may not be carried from year to year. Vacation periods may be taken any time of the year with the supervisor's written approval provided that it does not create an undue hardship to the District.

D. SALARY

Salary is based upon a 7.5 hour workday during the school year and 6 hours per day during the summer. Annual hours will be based on 1,740.

***ADDENDUM C - TWELVE (12) MONTH UNIT MEMBERS***

A. LEAVES OF ABSENCE

1. Sick Leave - Sick leave will be credited for fifteen (15) days per fiscal year but earned at 1.25 per month for new unit members. This may be used for personal or serious illness in the immediate family. Unused and earned sick leave may accumulate up to 300 days.

2. Personal Leave - Up to three (3) days per year may be used to conduct personal business. These days are to be used to conduct personal business which cannot be done except during normal working hours. The day before and the day after school holidays, December Recess, Winter Recess and Spring Recess, may not be used as personal leave days. Unused personal leave days may be accumulated as sick leave days at the end of each school year.

B. HOLIDAYS (12)

Twelve month unit members are expected to report to work during school vacations during the school year. They will be paid the following legal holidays and are not expected to work: July 4—Labor Day - Columbus Day - Veteran's Day - Thanksgiving Day - the Friday after Thanksgiving - Christmas Day (as designated by Superintendent)- New Year's Day - Martin Luther King, Jr. Day - President's Day - Good Friday and Memorial Day. Should an occasion arise when it is necessary to hold school on any of the above listed days, compensatory time will be permitted.

C. VACATION

Twelve month unit members shall be entitled to two (2) weeks paid vacation at the completion of one (1) year and three (3) weeks paid vacation at the completion of five (5) years and four (4) weeks paid vacation at the completion of ten (10) years. Vacation time may not be carried from year to year. Vacation periods may be taken any time of the year with a supervisor's written approval and providing that it does not create any undue hardship to the District.

D. SALARY

Salary is based upon a 7.5 hour workday during the school year and 6 hours per day during the summer and vacation periods. Annual hours will be based on 1,980.

**ARTICLE 21 - MISCELLANEOUS PROVISIONS**

This contract may be modified at any time by written, mutual consent of both parties.

FOR THE CLERICAL STAFF:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*SUPERINTENDENT:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date