

AGREEMENT

between

WHITESVILLE CENTRAL SCHOOL

**EDUCATIONAL SUPPORT STAFF
ASSOCIATION**

and the

WHITESVILLE CENTRAL SCHOOL DISTRICT

JULY 1, 2011 THROUGH JUNE 30, 2014

TABLE OF CONTENTS

PREAMBLE.....	3
ARTICLE I - RECOGNITION.....	3
ARTICLE II - COLLECTIVE BARGAINING UNIT	3
ARTICLE III - DUES CHECKOFF, PAYROLL DEDUCTIONS, AND AGENCY FEES.....	3
ARTICLE IV - RIGHTS OF THE EMPLOYEES.....	4
ARTICLE V - RIGHTS OF THE EMPLOYER.....	4
ARTICLE VI - PERSONNEL FILE	4
ARTICLE VII - EMPLOYEE DEFINITIONS	5
ARTICLE VIII - PERMANENT STATUS / SENIORITY.....	9
ARTICLE IX - WAGES	10
ARTICLE X - OVERTIME	12
ARTICLE XI - VACATIONS.....	12
ARTICLE XII - HOLIDAYS.....	13
ARTICLE XIII - SICK LEAVE AND LEAVES OF ABSENCE	13
ARTICLE XIV - CONFERENCES, WORKSHOPS, REQUIRED COURSES	16
ARTICLE XV - MEAL ALLOWANCE AND MILEAGE	17
ARTICLE XVI - RETIREMENT.....	18
ARTICLE XVII - INSURANCE.....	18
ARTICLE XVIII - CAFETERIA PLAN	20
ARTICLE XIX - UNIFORM ALLOWANCE	21
ARTICLE XX - HOURS OF WORK.....	21
ARTICLE XXI - TRANSFERS/PROMOTIONS.....	21
ARTICLE XXII - JOB DESCRIPTIONS.....	21
ARTICLE XXIII - GRIEVANCE PROCEDURE.....	22
ARTICLE XXIV - COPIES OF THE CONTRACT.....	25
ARTICLE XXV - ZIPPER CLAUSE	25
ARTICLE XXVI - LEGISLATIVE CLAUSE	26
ARTICLE XXVII - DURATION.....	27
APPENDIX A - GRIEVANCE FORM	28
APPENDIX B - DUES AUTHORIZATION FORM.....	29

PREAMBLE

This Agreement is made and entered into between the WHITESVILLE CENTRAL SCHOOL DISTRICT SUPERINTENDENT, hereafter referred to as the "SUPERINTENDENT" representing the WHITESVILLE CENTRAL SCHOOL DISTRICT hereafter referred to as the "DISTRICT" and the WHITESVILLE CENTRAL SCHOOL EDUCATIONAL SUPPORT STAFF ASSOCIATION, hereafter referred to as the "ASSOCIATION".

ARTICLE I - RECOGNITION

The Whitesville Central School District recognizes the Whitesville Central School Educational Support Staff Association (WCS-ESSA) as the sole and exclusive representative for all non-instructional employees covered under the Collective Bargaining Unit as set forth in Article II for the purpose of collective negotiations to determine wages, terms and conditions of employment, processing and settling of grievances and administration of terms and conditions of employment contained in the Agreement as well as for all other matters affecting the terms and conditions of employment of the aforementioned employees. The Association shall have sole and exclusive representative rights for the term of this Agreement as allowed by law.

ARTICLE II - COLLECTIVE BARGAINING UNIT

The District recognizes the Association as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other terms and conditions of employment as set forth in Article I for all of its unit employees, which were found to be a part of the Collective Bargaining Unit.

The unit is comprised of the following positions: head bus mechanic, bus drivers, cafeteria manager, cafeteria workers, guidance secretary, head custodian, cleaners, school nurse, library aide, and teacher aides.

ARTICLE III - DUES CHECKOFF, PAYROLL DEDUCTIONS, AND AGENCY FEES

Section 1: The District will make one (1) deduction each pay period for the Association dues from the wages of those employees who have filed with the Business Office signed authorization forms thereof. These deductions shall be continuous until such time as the employee cancels them in writing.

Section 2: From the wages of each employee who does not have a dues deduction authorization form on file, the District will make one deduction each pay period for agency fee.

Section 3: The Association will certify to the District in writing the current rate of the membership dues designated in Section 1 above by September 5th of each year.

Section 4: Deductions referred to in Sections 1 and 2 above will be made in equal payments each pay period subsequent to the first pay period in September, ending with the last pay period in June of that school year for all 10, 11 and 12-month employees.

Section 5: The District will transmit the monies promptly to the Treasurer of the Association.

ARTICLE IV - RIGHTS OF THE EMPLOYEES

An employee may bring matters of personal concern to the attention of the appropriate employer's representatives and officials in accordance with applicable laws and rules, the employee may be represented by the Association or appear alone in a grievance or appeal proceeding.

ARTICLE V - RIGHTS OF THE EMPLOYER

Except as otherwise specifically provided in this Agreement, or by law, the District shall have the customary and usual rights, powers, and functions to direct the employees, to hire, assign, promote, suspend and to take disciplinary action, and to otherwise carry out the function of the District unless altered by this Agreement.

ARTICLE VI - PERSONNEL FILE

Section 1: There shall be only one (1) personnel file in which an employee's individual employment record will be kept. No other file relating to an employee shall be kept by the District. The District will designate the location of this file and its agent in charge of this file.

Section 2: No material, which negatively comments on an employee's performance, will be placed in the employee's file without the prior notice of the employee. The signing of this material only indicates that the employee has seen the material, but it does not necessarily mean agreement with the

content. No comments without prior notice will be added after the employee has affixed his/her signature. The refusal of an employee to sign does not prevent entering material in the folder. However, the employee can file a protest to that item attached to the item in dispute.

Section 3: The employee will have the right, upon request, in writing, at a mutually convenient time between the employee and the administration, to review the contents of his/her personnel file and to be supplied with a copy of any material contained therein as long as the employee bears the expense of copying same. The date of this review will be duly recorded.

Section 4: An employee will be entitled to have a representative of the Association accompany him/her during this file review. The District reserves the right to also have a designee of the Superintendent present during this review.

Section 5: An employee will have the right to submit a written answer to any material placed in his/her file and said answer will be attached to the file copy of the material it is answering.

ARTICLE VII - EMPLOYEE DEFINITIONS

Section 1: 12-month employees shall be considered to be those employees on a regular basis who work seven and one half (7.5) hours or more per day on a twelve (12) month basis.

Section 2: 11-month employees shall be considered to be those employees on a regular basis who work seven and one half (7.5) hours or more per day on an eleven (11) month basis or two hundred (200) days per year.

Section 3: 10-month employees shall be those employees who work during the normal school year between the opening of school and the closing of school prior to summer recess and who work a minimum of five and one half (5.5) hours per day on a regular basis during the school year. A 10-month employee who works more than ten (10) months shall receive any paid holidays that occur while he/she is working additional time. If an employee works more than ten (10) months, the employee shall receive one (1) additional sick day for each additional month worked.

Section 4: Bus Drivers

(A) Bus drivers are Whitesville Central School Educational Support Personnel unit members and shall be considered to be those

employees assigned by the District to a regular bus run as defined below.

(B) Bus Runs

1. REGULAR RUNS

Definition

- a. A regular bus run is defined as a bus run that occurs on a daily basis throughout the school year or a portion of the school year.

Assignment

- a. Bus routes that have been vacated by retirement, resignation or promotion will be posted. The senior bus driver who bids on the vacated run will be assigned according to the seniority rotation schedule.
- b. In the event a previously assigned regular bus run has been vacated during the school year the bus route will be posted. Bus drivers may bid on the regular bus run and the run will be awarded according to seniority.

Compensation

- a. Drivers will be paid the trip rate for all regular runs.

2. EXTRA RUNS

Definition

- a. Extra runs include driving duties for extra-curricular trips, field trips, sports runs, and any other run not defined as a regular run or summer run.

Assignment

- a. The District shall maintain a rotation seniority system wherein bus drivers will be assigned extra driving duties on an equitable basis. In the event of cancellation, the driver affected will receive priority on the next assignment. If a driver waives his/her opportunity for a run, then he/she will forfeit his/her opportunity and his/her name will be placed at the bottom of the order of the rotation schedule. A seniority list based on years of service in the district will be compiled and posted annually. This seniority list will be utilized for all extra bus trip runs.
- b. Driver of the Day is defined as the driver who falls first in the rotation on that day. The Driver of the Day has the choice of

the extra run if more than one should fall on such day. After driver assignment(s) are posted, there can be no changes made by the drivers for the day.

- c. Substitute drivers will be used for extra trips only when regular bus drivers have been offered and have refused such trips or are unavailable for such trip.

Compensation

- a. Bus Drivers who drive extracurricular trips will be paid for time actually worked (computed as driving time plus "down time" between driving). Bus drivers who drive extracurricular trips will also be paid for 15 minutes for pre-trip duties and 15 minutes for post-trip duties. In the event an unusual circumstance causes the Bus Driver's pre-and/or post-trip duties to exceed the 15 minute allotment, the Bus Driver will be paid for actual time spent performing pre-and/or post-trip duties.
- b. Bus Drivers who drive overnight trips will be paid for time actually worked (computed as driving time plus "down time" between driving.) Bus drivers who drive overnight trips will also be paid for 15 minutes for pre-trip duties and 15 minutes for post-trip duties. On overnight trips, "down time" will be paid for two hours after the conclusion of driving for the evening.
- c. Non-Driving Time Pay. All drivers will receive their regular hourly rate for all driving time and such time will be classified as Driving Time Pay. All bus drivers will be paid the following rates for non-driving time during extra-curricular, field trips, sports runs, and other non-driving time activities and such time will be classified as Non-Driving Time Pay:
 - i. July 1, 2011 to June 30, 2012 \$11.74/hr.
 - ii. July 1, 2012 to June 30, 2013 \$12.09/hr.
 - iii. July 1, 2013 to June 30, 2014 \$12.39/hr.
- d. When the Head Bus Mechanic drives an extra bus trip at the request of the District he shall be paid his regular hourly rate for such trips.
- e. If a driver reports for an extra run which has been cancelled, but has not been notified of cancellation, one (1) hour payment shall be made. If, however, a reasonable attempt

has been made to notify the driver of the cancellation, no payment shall be made.

3. SUMMER RUNS

Definition

- a. The transportation of any 12-month special education student(s).
- b. Any other summer transportation needed by the District.

Assignment

- a. Any summer run shall be offered to the regular driver assigned to this run during the 10-month school year. In the event he/she should refuse the run, then the run will be posted and divided evenly between participating drivers.
- b. In the event the District creates a summer run where there is no established driver the run will be posted and drivers may bid on the run according to seniority.

Compensation

- a. Summer runs will be compensated using the driver's regular hourly rate. The length of the run will be determined before the start of the summer session and will include pre- and post-trip inspections.
- b. Driver School Pay. When Bus Drivers attend required Driver School, they will be paid the following rates.
 - i. July 1, 2011 to June 30, 2012 \$11.74/hr.
 - ii. July 1, 2012 to June 30, 2013 \$12.09/hr.
 - iii. July 1, 2013 to June 30, 2014 \$12.39/hr.
- c. When driving for the District to training sessions, the bus driver will be paid his/her regular prorated hourly rate based upon his/her salary for the time to and from a training session.
- d. Garage Work. Garage work includes picking up parts, washing buses, and cleaning buses and shall be paid at the following rates:
 - i. July 1, 2011 to June 30, 2012 \$11.74/hr.
 - ii. July 1, 2012 to June 30, 2013 \$12.09/hr.
 - iii. July 1, 2013 to June 30, 2014 \$12.39/hr.

When driving the bus to/from the garage for repairs, the driver shall be paid his/her driving rate.

Section 5: The school nurse's day shall consist of seven and one half (7-1/2) hours per day during the school year calendar and will include a 30-minute paid lunch at which time the nurse will be on call.

Section 6: In the event that an employee holds a title with the School District and additionally works in another area (i.e.) cafeteria, custodian, bus driver, etc. (but not considered a substitute on a regular basis then, in such event, the employee's classification as to whether or not he/she is a twelve 12-month, eleven (11) month, ten (10) month or part-time employee shall be determined by his/her total employment with the District and his/her benefits under this Agreement shall be determined thereby.

Section 7: Part-time employees shall be considered any employee who does not fit into the definition of a 12-month employee, 11-month, 10-month employee, or combination other title and bus driver.

Section 8: Part-time employees shall not include substitute employees hired to replace either full-time or part-time employees since these employees are not part of this collective bargaining unit.

Section 9: The District and the Association agree to meet and negotiate any contract wording changes necessitated by changes to state or federal regulations.

ARTICLE VIII - PERMANENT STATUS / SENIORITY

Section 1: New employees will be hired on a probationary period in accordance with New York State Law and Allegany County Civil Service Rules. All present employees who have completed their probationary term shall be afforded permanent status.

Any part-time employee who has been regularly scheduled to work at least twenty-two and one half (22.5) hours or more per week for at least five (5) years, or full-time unit member who had his/her fifth anniversary of date of hire with the District and is terminated by the District for any reasons other than the abolishment of positions or reduction of staff shall be afforded the same rights as a non-competitive class employee is afforded under Section 75 and 76 of the Civil Service Law, as amended, under like circumstance.

Section 2: Continuous service includes only those periods when an employee is on the employer's payroll and those periods when an employee is: (a) on leave of absence; (b) on layoff; (c) absent from, and unable to perform the duties of his position by reason of disability resulting from occupational injury or disease; (d) such other periods of service if any, as the Civil Service Law requires to be treated as part of the employee's continuous service.

Section 3: Subject to the applicable provisions of Civil Service Law, an employee loses his/her seniority only when one or more of the following occurs, he/she resigns (unless he/she is reinstated within the period permitted by any provision of the Civil Service Law applicable to him/her) he/she retires, he/she refuses a recall.

Section 4: Evaluations will be conducted by a school administrator (superintendent or principal) with contribution of input from the employee's immediate supervisor. Evaluations are to be performed by the District at least one (1) time during the initial six (6) months of employment and at least once a year during subsequent years of employment.

ARTICLE IX - WAGES

Section 1: Wages and salaries covered by this Agreement shall be in accordance with practices set forth in the table of contents of this Agreement.

Section 2: All employees covered under this agreement shall receive the following increases in regular hourly rate:

July 1, 2011	\$.52/hr.
July 1, 2012	3.0%
July 1, 2013	2.5%

Section 3: The District agrees to an immediate wage re-opener in the event the minimum wage increases during the course of this contract. Agreed upon negotiated increases will become effective on July 1 of the next fiscal year after the new minimum wage increase.

Section 4: Longevity. All Association members shall receive the following annual stipends upon completion of the indicated number of years of continuous service with the District. This stipend will be granted in addition to the Association member's salary, is non-cumulative and shall be paid out throughout the year with the member's regular pay. Such payment shall commence the fiscal year following completion of years of service.

After 5 years to 10 years	\$100
After 10 years to 15 years	\$350
After 15 years	\$500

Section 5: Employees who work seven and one-half (7.5) or more hours per day or thirty-seven and one-half (37.5) hours per week are eligible for compensatory time off, such time to be scheduled with notice to and approval by the Superintendent.

Section 6: 12-month employees reporting to work on a snow day or other closing emergency day will receive compensatory time off.

Section 7: Teacher aides assigned as substitutes for one-half (1/2) day or longer will be paid the greater of their daily rate or the uncertified substitute teacher rate.

Section 8: If an Association member's supervisor is absent for more than five (5) consecutive workdays and District requires an employee to perform the supervisor's exclusive supervisory duties for a period in excess of five (5) consecutive workdays, such employee will be paid the greater of (1) a one-dollar (\$1.00) pay differential or (2) one-half (1/2) the difference between the supervisor's rate and employee's rate for the time spent performing the duties of the absent supervisor for the time in excess of five (5) consecutive workdays.

At the conclusion of the first month substituting for a supervisor, the employee shall receive an adjustment in his/her benefits on a monthly proration basis.

In order to be entitled to such pay and benefits adjustment, the employee is required to bring to the District's attention that the employee is performing supervisory duties in excess of five (5) consecutive workdays for pay and in excess of one (1) month for benefits adjustment. The District will determine whether the employee performed exclusive supervisory duties and the amount of time the employee performed the supervisory duties. No more than one (1) Association member per absent supervisor will be entitled to a pay and benefits adjustment under this section.

Section 9: All Association members must file a written notice with the Superintendent or his/her designee within an open enrollment period indicating the Association member's desire to have monies deducted for one (1) of the following: the purpose of a Tax Shelter Annuity (TSA), Credit Union, AFLAC, or United Way Fund. The written notice must include the payroll deduction amount and the allocation of the amount.

An Association member's payroll deduction amounts and allocations of the amount will remain in effect until the Association member elects, in writing, a change during the annual enrollment period.

Section 10: In the event no teacher is willing or able to serve in an extracurricular or co-curricular position and as such, a member of the

Whitesville Educational Support Staff Association bargaining unit serves in such a position, the Association unit member will receive compensation equal to the amount that the teacher would receive in the same year of the agreement.

ARTICLE X - OVERTIME

Section 1: All employees shall receive overtime at the rate of one and one-half (1-1/2) times his or her hourly rate for all hours worked in excess of forty (40) hours per week. The employee(s) shall have the right to work his or her complete shift. Their shift shall not be curtailed by the District to avoid paying overtime compensation to the employee.

Section 2: Holidays, vacation days, sick leave, personal days, jury duty, and bereavement days shall be considered as days worked for the computation of overtime.

Section 3: Call Back Pay. All employees who are called back to work in an emergency situation will receive a minimum of two (2) hours call back pay at a rate of one and one-half (1-1/2) times his/her normal rate.

ARTICLE XI - VACATIONS

Section 1: All 12-month, full-time employees of the District covered under the terms of this Agreement shall receive five (5) paid vacation days after first year of service, with one (1) day added thereafter for each year of service up to a maximum of twenty (20) days.

Section 2: Vacation time must be used between July 1st and June 30th of each year. Employees may carry over one (1) weeks vacation for a period of one (1) year. If an employee is unable to carry over vacation days and is unable to take the vacation days as a result of the District's request that the employee work during the requested vacation time, the employee may request pay for such vacation time at the current year's rate. In order to receive vacation pay as per this section, the employee must submit a written request to the Superintendent or his/her designee by June 1st.

Section 3: If a holiday(s) falls within the vacation period of an employee, the vacation period of the employee shall be extended by the holiday(s) falling within such vacation period.

Section 4: Use of vacation time requires a minimum of forty-eight (48) hours written notice to and approval by the Superintendent.

ARTICLE XII - HOLIDAYS

Section 1: All 12-month employees covered by this Agreement shall receive the following paid holidays:

Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin L. King Birthday
Veteran's Day	President's Day
Thanksgiving Day	Good Friday

All 10 and 11 month employees covered by this Agreement shall receive the following paid holidays:

Memorial Day	Christmas Day
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Section 2: When one of the holidays listed above falls on a Saturday or Sunday, the District shall grant the employees either the Friday immediately before or the Monday immediately after said holiday week-end in lieu of the actual holiday.

Section 3: If a paid holiday falls on the day when the District is required to remain open, the employee shall receive a compensatory day off in lieu of the holiday. The compensatory day shall be mutually agreed on.

ARTICLE XIII - SICK LEAVE AND LEAVES OF ABSENCE

Section 1: Sick Leave: All 12, 11 and 10-month employees covered under this Agreement shall be granted one (1) day of paid sick leave per month worked. Part-time employees shall receive pro-rated sick leave [e.g., an employee who works Monday through Friday four (4) hours a day will receive the allotted leave at four (4) hours each leave day; an employee who works five (5) hours one (1) day a week shall receive twenty percent (20%) of the allotted leave for a five (5) hour day.] All employees shall be allowed to accumulate two hundred (200) days of sick leave from the date of employment. For record keeping purposes only, no limit will be set for calculating accumulated unused sick days. This leave may be used for personal illness or disability of the support staff member, a member of the support staff's or spouse's family or immediate household.

Section 2: Any employee who has accumulated in excess of 90 days of unused sick leave at the time of retirement shall be granted the equivalent of the total number of days (up to one hundred forty-nine (149) days) times one-

third (1/3) of the individual per diem (daily) rate of salary. Days from one hundred fifty (150) to two hundred (200) shall be paid at one-half (1/2) of the individual per diem upon his/her retirement. To be eligible for such payment, the employee must notify the Board of his/her intention to retire by February 1st of the final year of service.

Section 3: Personal Days: Each 10, 11, and 12-month employee covered under this Agreement shall be given three (3) personal days per year. Part-time employees shall receive pro-rated personal days [e.g., an employee who works Monday through Friday four (4) hours a day will receive the allotted leave at four (4) hours each leave day; an employee who works five (5) hours one (1) day a week shall receive twenty percent (20%) of the allotted leave for a five (5) hour day.] Such personal leave days will be an absence for personal business with regular wages or salary paid to the employee. Any personal days not used shall be added to sick leave accumulation each year or the employee will be paid a yearly separate stipend for any unused days at one-half (1/2) of the unit member's daily rate of pay. Unit members who desire stipend pay for personal days must notify the District in writing by June 15th. Use of a personal day requires approval of the Superintendent upon 48-hours notice. 10-month and 11-month employees may not use their personal day before or after a holiday or vacation day unless they have been granted one of the Association's "floating" days.

A request from the Association in a school year, for a maximum of three (3) "floating" days may be granted to extend any holiday upon five (5) days prior notice. The Association will notify the payroll clerk so that the day can be deducted from the personal leave of the employee involved.

Section 4: Bereavement: Each employee covered under this Agreement shall be granted up to five (5) days in the event of death of a member of the employee's immediate family. Part-time employees shall receive pro-rated bereavement leave [e.g., an employee who works Monday through Friday four (4) hours a day will receive the allotted leave at four (4) hours each leave day; an employee who works five (5) hours one (1) day a week shall receive twenty percent (20%) of the allotted leave for a five (5) hour day.] The immediate family shall be defined as a child, spouse, parent, grandparent, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparent-in-law, grandchild and current step family members, or person regularly residing in the household of the employee. Any bereavement days in excess of five (5) taken in a calendar year shall be deducted from the employee's accumulated sick leave.

Section 5: A temporary leave of absence with full pay shall be granted for jury duty and for being subpoenaed as a witness when the reason for the subpoena is related to employment for the District. This time will not be

charged against the employee's sick leave or personal leave. The employee shall report for work duties when his/her presence is not required in court.

Section 6: A general leave of absence for maximum of one (1) year without pay and benefits may be granted to an Association member upon written request to and approval by the Superintendent and the Board. During such leave of absence the employee will not accrue seniority and will not receive any benefits that are derived from seniority of continuous service.

Section 7: The Board will grant a one (1) year unpaid (without any form of compensation, either salary or fringe benefits) child-rearing leave to an association member who shall so request. This leave shall be granted only to a member who gives birth to a child or is the father of a child who is born prior to the commencement of the leave, or during such leave to care for a child, or for a period of one (1) year from the date of custody leading to adoption. During this period of unpaid leave of absence, the association member is precluded from being employed full time during the normal working hours of the school year. At its discretion, the Board may grant permission for requested extension. The association member may return early from a child rearing leave only with the Board's permission. Not later than sixty (60) consecutive days prior to the date the member desires to begin a leave, the member shall give written notice to the Superintendent stating:

1. the time the association member desires to begin the child-rearing leave; and
2. the date the association member intends to return from the child-rearing leave.

In the case of adoption, if the association member is not notified of placement of the adopted child within the sixty (60) day period then the association member shall notify the District as soon as the association member is aware of the placement date.

Employees are required to use accrued sick and personal time for periods of (Federal Medical Leave Act) FMLA Leave.

Section 8: The following procedure will be administered when utilizing the WCSESSA Sick Day Bank:

- (A) During the month of September each year, or within thirty (30) days of the start of employment, the District will circulate to each member of the bargaining unit a questionnaire as to whether or not they wish to join the Sick Day Bank for the current school year.
- (B) The member will authorize three (3) sick days for the Bank.

- (C) The total sick days from the Bank any association member can draw in a school year is twenty-five (25).
- (D) Medical evidence must be provided if requested for a member to draw from the Bank.
- (E) Before any member can draw days from the Bank, both accrued sick days and personal days must be used.
- (F) If a member is drawing Workers' Compensation, the Bank will not be authorized in addition to Compensation benefits.
- (G) Any days contributed to the Bank become the property of the Bank.
- (H) No member will be authorized to use the Bank by late entry. The opening date will be the opening of the school year except as provided above.
- (I) If at any time during the year the Bank is in danger of being depleted and therefore affording no further protection to those who might have use of it, the Association may request the District to rebuild the Bank.
- (J) A committee consisting of two (2) association members and the Superintendent and the President of the Board will meet to resolve any problems arising concerning the administration of the Bank. If a tie vote results, the difficulty will first be considered in a General Board Association Meeting. If at this meeting the parties fail to reach agreement, the Board will vote to break the tie.
- (K) The District will notify the Association President of the number of sick days in the Bank by the end of September in each school year.

ARTICLE XIV - CONFERENCES, WORKSHOPS, REQUIRED COURSES

Section 1: Expenses of any member of the support staff attending a conference or workshop that have been prior approved by the Superintendent, or required courses which have been approved by the Board will be paid in full. Receipts and/or invoices must be submitted within ten (10) days of receipt to be eligible for reimbursement or payment.

Section 2: Employees required by the District to obtain special certification/license (i.e., boiler certification, pesticide certification, asbestos certification, CDL) to perform assigned tasks in the position they presently hold will have the cost of such special certification/license paid by the District for as long as the special certification/license is valid and required by the District. All bus drivers will be paid one hundred dollars (\$100.00) for CDL license renewal, per renewal (cost of initial CDL excluded).

ARTICLE XV - MEAL ALLOWANCE AND MILEAGE

Section 1: An employee who is required to travel in connection with his/her employment to a conference or workshop outside a twenty (20) mile distance (one-way) from the District will be reimbursed for meal expenditures upon submission of appropriate receipts in accordance with the following reimbursement schedule:

Meal reimbursement in Cattaraugus, Allegany or Steuben Counties shall be limited to:

Breakfast	\$ 5.00
Lunch	\$ 7.00
Dinner	\$15.00

Outside of the above three counties, meal reimbursement shall be limited to:

Breakfast	\$ 6.00
Lunch	\$10.00
Dinner	\$20.00

Section 2: All support staff covered by this contract shall be paid the IRS allowable rate per mile on all authorized prior approved business for the District. Support staff must request a school car and be denied to be eligible for mileage payment. District required paperwork must be submitted to the Business Office for payment. Any notice of change in the rates after September 1st will take effect in the next fiscal year.

Section 3: Any unit member required by the District to have a physical off the school premises and outside of his/her regularly scheduled workday will be paid one (1) hour at regular hourly rate and the IRS rate for travel. Upon verification of a Doctor's cancellation of appointment and if the unit member traveled to the doctor's office, the District shall reimburse the employee for mileage in accordance with mileage provisions herein.

ARTICLE XVI - RETIREMENT

Section 1: The employer shall provide for all eligible employees covered under this Agreement the provisions of the 75-I Retirement Program under the New York State Retirement System.

Section 2: Any support staff employee who retires from the service of the District shall be allowed to continue their coverage under the present health insurance plan; at the expense of the retired employee.

Section 3: Additional service credit of a retiring employee shall be determined on the basis of unused sick leave as provided by Rider 41J of the New York State Retirement System.

ARTICLE XVII - INSURANCE

Section 1: The Plan. The District will provide a Point of Service Plan (POS) as approved by the Allegany/Cattaraugus Medical Health Plan Board of Directors (hereinafter referred to as the "Plan.")

- A. If for any reason, the Plan ceases to exist, or the District terminates its participation, the District then will provide substantially equal coverage to the coverage in existence at the time of termination for current employees. Under such circumstances the District may pick a health insurance plan under Blue Cross or Blue Shield that duplicates the benefits of the Plan as near as possible.
- B. The Plan document is herein incorporated by reference.
- C. Any complaints 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 for 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 insurance coverage benefits and policies and is familiar with the right of covered individuals and the responsibilities of the insurance provider. The Plan Administrator will furnish the Association with all pertinent data related to the dispute subject to the provisions of the next paragraph below.

- D. All data obtained by the Plan Administrator with respect to insurance claims shall be considered confidential and shall be distributed 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.

- E. 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 if such claim is paid within a reasonable period. Under ordinary circumstances, thirty (30) days shall be considered a reasonable period of time for payment of the claim from the date of proper notification of the claim.

- F. For new employees, coverage under the Plan shall be automatic and effective in the same manner as coverage was provided under the present Health Insurance Plan unless the employee declines the coverage, in writing. Such a waiver shall be filed in the employee's personnel folder. An employee may reconsider and join the Plan at a later date by notifying the employer, in writing, of his/her desire of coverage under the Plan will commence on the first day of the month following the employer's receipt of the request for coverage or fifteen (15) days thereafter, which ever shall occur later.

- G. An employee, whose spouse works for the same District or other School District participating in the Plan, may enroll in the Plan with no lapse in coverage if his/her spouse's coverage ceases for any reason. In no event shall there be double coverage in the Plan.

Section 2: Coverage. Eligible employees who work five and one-half (5.5) hours or more per day (twenty-seven and one-half (27.5) hours per week) shall be eligible for the District adopted Point of Service Plan (POS) as approved by the Allegany/Cattaraugus Schools Medical Health Plan Board of Directors, single or family coverage, in accordance with the following employee contributions and the terms below:

2011-2012	If hired prior to 7-1-07:	0%
	If hired on or after 7-1-07	5%
2012-2013 & thereafter:	All unit members	5%

- (A) Eligible employees who receive POS coverage through the District will also receive three-tier formulary prescription drug coverage with a \$2/\$20/\$35 co-pay. Co-pays are \$2.00 for generic, \$20.00 for preferred brand and \$35.00 for non-preferred brand. Mail order costs will be equal to two co-pays for a three (3) month supply.

Section 3: Buy-Out. Any eligible employee not desiring health insurance coverage and who can verify that they are receiving coverage elsewhere will be paid an additional stipend in place of the coverage as described below:

If 5 or fewer eligible employees take the buy-out:	\$1,250
If more than 5 eligible employees take the buy-out:	\$1,750

The number of eligible employees taking the buy-out will be computed on July 1 of each school year for the purposes of this section.

- A) The buyout shall be paid in equal installments along with the employee's regular pay.
- B) Any eligible employee, who elects to take health coverage with the school plan part way through the school year, will not receive the buyout stipend. The stipend amount would be prorated if an employee who exercised the stipend option in the school year leaves the District.

ARTICLE XVIII - CAFETERIA PLAN

Section 1: The District shall provide three hundred fifteen dollars (\$315) per employee to fund and establish a flexible spending or cafeteria plan under Section 125 of the IRS code based on the plan language. Part-time employees regularly working less than twenty-two and one half (22.5) hours per week shall receive pro-rated District contribution according to hours worked. The District shall provide the cost of administration of the plan and shall designate the plan administrator. Full-time employees shall be allowed to contribute up to two thousand dollars (\$2,000) per year for medical and/or five thousand dollars (\$5,000) per year for childcare. Part-time employees shall be allowed to contribute up to one thousand dollars (\$1,000) for medical and/or two thousand five hundred dollars (\$2,500) for childcare. The District shall retain all funds, which are forfeited under the plan. Any unspent funds after the District's expenses for operation of the Plan up to five hundred dollars (\$500) will be retained by the District for one (1) year and then used to fund a scholarship(s) for a deserving senior graduate(s) selected by the support staff association scholarship committee.

ARTICLE XIX - UNIFORM ALLOWANCE

Section 1: The District will provide custodians, cleaners, cafeteria workers and bus mechanics work clothing such as smocks, aprons, work shirts, coveralls, etc., as mutually deemed necessary by both the Superintendent and employees.

ARTICLE XX - HOURS OF WORK

Section 1: Each employee who works six (6) or more consecutive hours per day and thirty (30) hours per week, Monday through Friday, shall receive a thirty (30) minute unpaid lunch break during each work day.

Section 2: Each employee who works seven (7) hours or more per day shall receive two (2) fifteen (15) minute rest periods during his/her normal workday away from his/her workstation.

Section 3: Employees not required to report to work (as per Superintendent's decision) or not reporting for work on a scheduled Superintendent's Day will not receive pay. Employees not required to report to work (as per Superintendent's decision) or not reporting for work on a scheduled Superintendent's Day may take a personal day as per Article XIII Section 3, and receive pay.

ARTICLE XXI - TRANSFERS/PROMOTIONS

Section 1: The District will provide all Association members an equal opportunity to apply for vacancies as they become available. Preference will be given to those individuals that have the qualifications and/or experience necessary for the available opening. At least five (5) workdays notice will be provided prior to a permanent change in regular shift hours.

ARTICLE XXII - JOB DESCRIPTIONS

Section 1: The District will provide each Association member with a job description, outlining the position's responsibilities.

ARTICLE XXIII - GRIEVANCE PROCEDURE

Section 1: **PURPOSE:** The Purpose of this Article is to ensure a prompt, inexpensive resolution of grievances, as defined herein.

Section 2: **DEFINITIONS:**

- (A) A grievance is a claim that a specific provision of this Agreement has been violated.
- (B) If a grievance affects a group or class of employees, or the Association, the grievance may commence at Level Two.

Section 3: **TIME LIMITS:** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum number of days allowed and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement of the parties. "Days" shall mean school days.

Section 4: **PROCEDURE:**

- (A) **LEVEL ONE - INFORMAL:** An employee who has a grievance shall attempt to resolve the matter informally with the Superintendent.
- (B) **LEVEL TWO - SUPERINTENDENT:** If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may, within ten (10) working days of the occurrence causing the grievance or within ten (10) working days from the date the grievant could reasonably be expected to have knowledge of the occurrence, file the grievance, in writing, with the Superintendent. The written grievance shall provide with as much detail as possible, the specific facts and occurrence upon which the grievance is based, the specific Article or provision of this Agreement alleged to have been violated, and the specific relief the grievant requests in order to resolve the grievance. The Superintendent shall hold a grievance hearing within seven (7) working days after receiving the grievance. This hearing shall be informal and no transcript of said hearing nor record need be prepared by either party. The Superintendent will communicate the decision, in writing, to the grievant within seven (7) working days of the hearing.
- (C) **LEVEL THREE - BOARD:** If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may, within five (5) days of the decision at Level Two, appeal the grievance, in

writing, to the Board with the same degree of specificity in the grievance as provided for in Level Two. The Board will hold a grievance hearing within fifteen (15) days after receiving the appeal. Within seven (7) days of the hearing the Board will communicate its decision, in writing, to the grievant. The decision of the Board in reference to said grievance shall be binding upon the grievant and the District.

(D) LEVEL FOUR – BINDING ARBITRATION:

- (1) If the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant may within five (5) days of a decision by the Board request that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days after receipt by the grievant of the decision at Level Three. The parties will then be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be binding upon the parties.
- (2) Conditions Precedent For Relief: The filing by the Association, within the time limits herein, of a notice of intention to arbitrate, shall be a condition precedent to the right to appeal to arbitration as hereinafter provided.
 - (i) A matter which is, or could be, the subject of a contract grievance, shall not be litigated by the association or any unit member in any other form; and
 - (ii) Non-contract grievances and other matters as to which other means of resolution are provided or foreclosed by this Agreement or by law, shall not be appealed to arbitration.
- (3) Each party shall bear the cost of preparing and representing its own case.
- (4) In deciding the case, the arbitrator shall render a written award and a reasonable concise opinion, and shall not submit observations or declarations of opinions, which are not essential in reaching the decision.
- (5) The arbitrator's decision and award shall be issued within thirty (30) calendar days after the hearing is closed by the arbitrator.

(6) This Agreement constitutes the entire agreement of the parties. The arbitrator shall limit his/her decision strictly to the interpretation or application of the express provisions of the Agreement submitted to him/her, and s/he shall be without power or authority to make any decision or award:

(i) Adding to, subtracting from, contrary to, or inconsistent with, or modifying or varying in any way, the terms of the Agreement.

(ii) Limiting or interfering in any way with the powers, duties and responsibilities of the Board or Superintendent under the Board's Rules or Regulations, applicable law, and rules and regulations unless expressly provided for in this Agreement by a specific provision.

(7) The costs for the arbitrator shall be born equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

Section 5: RIGHTS OF THE PARTIES:

(A) All parties to a grievance are assured of freedom from restraint, coercion, discrimination or reprisal for the act of filing a grievance.

(B) All grievants are to represent themselves or be represented by the Association through the grievance procedure. Any settlement that is entered into between the District and an individual will resolve that specific grievance, but will not be utilized as a precedent for resolving future grievances.

(C) All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file to be maintained in the District Office and shall not be kept in the personnel file of any of the participants, except an arbitration decision involving disciplinary matters may appear in the personnel file.

(D) Failure at any level of this grievance procedure for a grievant to be given a reply within the specified time limits shall constitute authority for the grievant to appeal the grievance to the next level.

(E) Failure at any level of this grievance procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.

- (F) If the grievant does not choose to be represented at the grievance hearing, the Association representative may process the grievance without the grievant, but, of course, still has the obligation to submit proper evidence in order to support said grievance.

Section 6: MISCELLANEOUS:

- (A) All written decisions shall set forth reasons supporting such decision.
- (B) Forms for filing grievance shall be prepared and mutually agreed upon between the Superintendent and the Association, and reproduced by the Board and distributed to the Association so as to facilitate operation of the grievance procedure.

ARTICLE XXIV - COPIES OF THE CONTRACT

Section 1: Copies of this document shall be given to each support staff employee at the expense of the District.

ARTICLE XXV - ZIPPER CLAUSE

Section 1: If any article or part thereof this Agreement or any addition thereto should be decided as in violation of any federal, state, or local law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining article of this Agreement or any addition thereto shall not be affected.

Section 2: If a determination or decision is made as per Section 1 of this Article, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such article or part thereof.

Section 3: This Agreement shall be binding upon the District and its successors, assignees, lessees or transferees of the employer or any other parties to contracts with the District, which successors, assignees, lessees, transferees or parties provided services similar to those provided by members of the bargaining unit represented by WCS-ESSA.

ARTICLE XXVI - LEGISLATIVE CLAUSE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT THE IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE BOARD OF EDUCATION HAS GIVEN APPROVAL.

ARTICLE XXVII - DURATION

This contract shall become effective on July 1, 2011, and shall continue in effect through June 30, 2014.

The parties agree that this Agreement constitutes the entire contract between them covering the rates of pay and working conditions of the employees, their bargaining unit during the term thereof and settles all demands and issues and all matters subject to collective bargaining, which were discussed during negotiations.

Dated 12/13/11 WHITESVILLE CENTRAL SCHOOL

BY Judy Linza
JUDY LINZA, President, Board of Education

Dated 12/13/2011 WHITESVILLE CENTRAL SCHOOL

BY Charles G. Cutler
CHARLES CUTLER, Superintendent

Dated 12/13/11 WHITESVILLE CENTRAL SCHOOL
EDUCATIONAL SUPPORT STAFF ASSOCIATION

BY Mary Saunders
MARY SAUNDERS, President

APPENDIX A - GRIEVANCE FORM

(1) Employee's Name: _____.

Employee's Position: _____.

(2) I discussed this Grievance with (Immediate Supervisor's Name):
_____ on (date): _____.

(3) Give a brief statement of facts of the incident which gave rise to the
Grievance:

This took place on (date): _____.

(4) I believe that incident violates Article(s), Section(s) of the Agreement:

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

(6) My designated representative is: _____

Employee's Signature: _____

Date submitted to Level One: _____

Date submitted to Level Two: _____

Date submitted to Level Three: _____

APPENDIX B - DUES AUTHORIZATION FORM

Social Security Number _____

Name

Last	First	Middle
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District name Whitesville Central School

Organization Whitesville Central School Educational Support Staff Association

To the Whitesville Central School District:

While I am in the employ of the District, I hereby authorize you, according to arrangements agreed upon with the above Association, dues as certified by said Association. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the District and all its officers from any liability thereof. I revoke any and all instruments heretofore made by me for such purposes. This authorization shall remain in full force and effect for all purposes while I am employed in this school system or until revoked by me in writing.

Signed _____ Date _____