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Contract Database Metadata Elements

Title: **West Genesee Central School District and West Genesee District Office Personnel (2012)**

Employer Name: **West Genesee Central School District**

Union: **West Genesee District Office Personnel**

Local:

Effective Date: **07/01/2012**

Expiration Date: **06/30/2016**

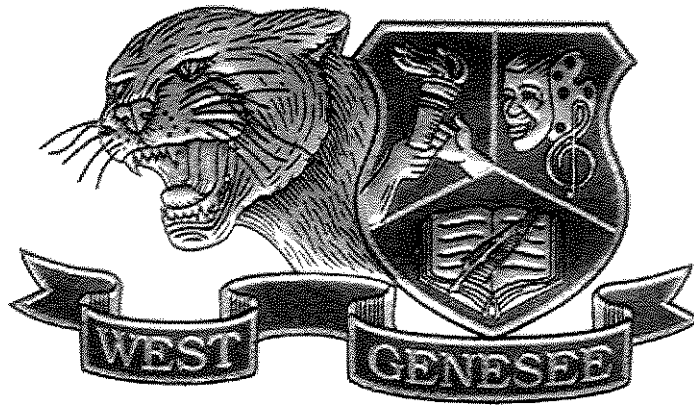
PERB ID Number: **8086**

Unit Size:

Number of Pages: **23**

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West Genesee Office Personnel Agreement

July 1, 2012 - June 30, 2016

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WEST GENESEE SCHOOL DISTRICT OFFICE PERSONNEL

West Genesee Central Schools

Camillus, New York 13031

A G R E E M E N T

This Agreement is between the West Genesee Central School District Superintendent (hereinafter referred to as the "Superintendent," "District" or "the employer") and the West Genesee District Office Personnel (hereinafter termed "the Association").

ARTICLE I

Recognition

The District recognizes the Association as the exclusive representative for Civil Service Office Personnel employed by the District for purposes of collective bargaining with respect to wages, hours and conditions of employment as required by PERB (Public Employment Relations Board) for all full-time and part-time office personnel.

Excluded from the Association are the positions of Secretary to the Superintendent, Accounting Supervisor, Assistant Accounting Supervisor, Secretaries to the District Treasurer, Assistant Superintendent for Human Resources, Assistant Superintendent for Curriculum and Instruction, and Assistant Superintendent for Management Services, Payroll Clerks, temporary employees, substitute employees and all other employees.

ARTICLE II

Definitions

Full-time employees are those who regularly work thirty-five (35) - thirty-seven and one-half (37 1/2) hours per week.

Part-time employees are those who regularly work ten (10) or more hours per week.

ARTICLE III

District Jurisdiction

The West Genesee School District office personnel hereby recognizes that the District has sole jurisdiction over the operation and management of the School District.

The District has the right to determine the number of employees needed to perform the work.

The District also has the right to direct employees, including the right to hire, promote, demote, transfer, discipline and discharge, provided none of these functions of the District shall be exercised as to abrogate any special provision of this contract or the laws of the State of New York or of the Federal Government.

Article III (cont'd)

If any provision of this Agreement or any application of this Agreement shall be found contrary to law, then that part of the Agreement will be deemed invalid.

ARTICLE IV

Probationary Period

1. New employees shall serve a probationary term of not less than eight (8) or more than fifty-two (52) weeks. At the end of the twenty-six (26) weeks the District will,
 - A. grant permanent employment status, or
 - B. extend the probationary appointment for another twenty-six (26) weeks, or,
 - C. dismiss the employee.

In any case the employees and the Association President will be notified in writing of the District's decision.

2. During the probationary period the employees will be entitled to use the grievance procedure contained herein, except for continued employment decisions as noted in paragraph one (1) above.
3. New employees in the District shall be considered as effectively employed and entitled to salary and benefits after attendance at the first regularly scheduled workday.

ARTICLE V

Workday, Work Week and Work Year

1. The work week for all employees in determining overtime will cover the period from Sunday at 12:01 a.m. to midnight the following Saturday.
2. Before an employee shall exceed forty (40) hours a week, the Superintendent or his designated representative must give prior written approval.
3. If employees worked in excess of forty (40) hours per week in any one (1) week, the employees shall receive one and one-half (1 1/2) times their hourly rate for that time which the Superintendent or his representative has approved.
4. The workday shall be seven and one-half (7 1/2) hours, excluding lunch, except during the days when the cafeterias do not serve, the secretaries will then work a seven (7) hour day.

Article V (cont'd)

5. The work year shall be as follows:

- Ten (10) month employees: September 1-June 30.
- Eleven (11) month employees: On or about July 1-July 15; August 15-June 30.
- Twelve (12) month employees: July 1-June 30.

ARTICLE VI

Vacation/Holidays for Office Personnel

1. Vacation Days - Number of Days

Ten (10) Month Office Personnel

Vacation days for ten (10) month office personnel shall follow the approved annual District Calendar from September 1st - June 30th of each school year.

Eleven (11) Month Office Personnel

Vacation days for eleven (11) month office personnel shall follow the approved annual District Calendar. It is understood that the District Calendar changes each year.

Twelve (12) Month Office Personnel - Twelve (12) Days

Full-Time twelve (12) month office personnel shall receive twelve (12) vacation days. Ten (10) to fourteen (14) years of service twelve (12) month employees will receive seventeen (17) vacation days. Fifteen (15) to seventeen (17) years of service they will receive nineteen (19) vacation days. Eighteen (18) or more years of service they will receive twenty (20) vacation days. Any vacation day to be taken during a day when school is in session must first have written approval of the Superintendent or his/her designee.

Twelve (12) month new provisional and/or probationary employees must complete six (6) months before any earned vacation can be taken.

Earned vacation for one (1) year, not to exceed ten (10) days, may be carried over to the next succeeding year only. Any accrued vacation time shall be paid the employees or their beneficiary at the time of termination, retirement, or death. Vacation paid pursuant to the above will be computed as follows: That portion of unused vacation carried over from the previous year plus prorated vacation earned in the current year less vacation days not eligible to be taken prior to the end of the current school year.

Article VI (cont'd)

2. Holidays:

Ten, Eleven, and Twelve-month employees shall receive the following paid holidays:

<u>Ten Month – 11 Days</u>	<u>Eleven Month – 12 Days</u>	<u>Twelve Month – 13 Days</u>
1 - New Year's Day	1 - New Year's Day	1 - New Year's Day
1 - Martin Luther King's	1 - Martin Luther King's	1 - Martin Luther King's
1 - Good Friday	1 - Good Friday	1 - President's Day
1 - Memorial Day	1 - Memorial Day	1 - Good Friday
1 - Labor Day	1 - 4 th of July	1 - Memorial Day
1 - Columbus Day	1 - Labor Day	1 - 4 th of July
1 - Veteran's Day	1 - Columbus Day	1 - Labor Day
2 - Thanksgiving	1 - Veteran's Day	1 - Columbus Day
2 - Christmas	2 - Thanksgiving	1 - Veteran's Day
	2 - Christmas	2 - Thanksgiving
		2 - Christmas

Part-time employees receive holidays on a prorated basis.

ARTICLE VII

Leaves

Family Sick Leave

The following days per school year will be allotted and deducted from sick days for critical illness or hospitalization for each individual incident (i.e., heart attack (1); cancer operation (1); not for a prolonged illness of the same):

1. Five (5) days - husband, wife, mother, father, son, daughter
2. Three (3) days - brother, sister, grandparent, granddaughter, grandson, mother-in-law, father-in-law
3. One (1) day - niece, nephew, cousin, sister-in-law, brother-in-law, aunt, uncle

One (1) day will be given for three hundred (300) miles of travel at the approval of the Superintendent.

Death Leave

The following days per school year will be allotted and deducted from sick days:

1. Five (5) days - husband, wife, mother, father, son, daughter
2. Three (3) days - brother, sister, grandparent, granddaughter, grandson, mother-in-law, father-in-law
3. One (1) day - niece, nephew, cousin, sister-in-law, brother-in-law, aunt, uncle

One (1) day will be given for three hundred (300) miles of travel at the approval of the Superintendent.

Article VII (cont'd)

Personal Leave

Office personnel may use up to three (3) days per year of personal leave without loss of pay provided it is used only for the following specific reasons (Unused personal leave will be added to the accumulated sick leave.):

1. Attorney, mortgage or realtor's office
2. College graduation immediate family
3. Marriage immediate family
4. Presence requested by government agency
5. Special religious holiday
6. Personal disaster
7. Enrollment of a son or daughter in Freshman year at an institution of higher learning
8. One (1) day subject to approval of the Superintendent.
9. Birth in immediate family: Son, daughter, daughter-in-law, son-in-law
10. Personal day without reason (maximum of one [1] day per year, July 1 - June 30). It must have the approval of the principal or immediate supervisor and is subject to these principles:
 - A. Not for recreation.
 - B. Prior notice (24 hours) must be given.
 - C. Personal day without reason cannot be requested the day before or the day after a holiday or vacation period.
11. Only one (1) personal leave day may be taken at one time for the reasons listed above unless written permission from the Superintendent of Schools is obtained.

The personal day without reason is part of the three (3) total allowed.

Article VII (cont'd)

Sick Leave

1. School office employees will be allowed one and two-tenths (1.2) days of sick leave per month.
2. New Civil Service Office Personnel hired by the District after 1 July 1985, will accrue one and two-tenths (1.2) days sick leave per month for one (1) year. After the first (1st) year of employment by the District these new employees shall be entitled to sick days on the same basis as other Civil Service Office Personnel Association members.
3. A physician's certificate for personal illness may be required by the Superintendent of Schools.
4. There will be a cap of two hundred forty (240) days on sick leave accumulation. Sick days will continue to be awarded as per number one (#1) and number two (#2) above, while the two hundred forty (240) day cap will be imposed on June 30 of each new year.
5. All days over 240 that are capped per #4 above, shall be recorded and traced, on a person-by-person basis, effective July 1, 2010, for usage in the event of a personal disability or illness. In such case, these days may be utilized after exhausting all other leave days on a person-by-person basis. Furthermore, these days will not be utilized for any retirement benefit payment or free health insurance calculations. There will be no retroactive provisions for days over the cap in prior years.

Sick Bank

The following conditions and procedures shall apply with respect to sick leave for prolonged illness for office personnel:

1. A member may contribute not more than three (3) days annually to the sick bank.
2. Requesting members must expend all accumulated sick time plus a loss of pay for the next ten (10) consecutive school days before eligible for sick bank.
3. The rate of compensation will be \$100 per day, prorated.
4. The maximum number of days that can be accessed for any one request is fifty (50) days.
5. The bank may not be utilized for members out on Worker's Compensation.
6. The Superintendent or designee and the President of the West Genesee Office Personnel shall consult with each other on each application prior to submission of the request.
7. the request will be sent to the President of the Office Personnel Division in writing and include the following:
 - a. Nature of illness
 - b. Physician's recommendation
 - c. Estimated number of sick days needed
8. The request shall be reviewed by a committee consisting of:
 - a. The President of the Office Personnel Division or designee
 - b. An Office Personnel member
 - c. The Superintendent or designee
9. If approval by the committee is received, the Superintendent shall present the recommendation to the Board of Education for final approval.
10. Any sick bank days granted that go unused will be returned to the bank.
11. The Office Personnel President will be responsible for soliciting, tracking and reporting sick bank donations, usage, membership and balances. A report of the same shall be provided to the Assistant Superintendent for Human Resources or designee on a monthly basis.

Article VII (cont'd)

Pregnancy Disability Leave

Association members who are pregnant may continue in active employment as late into their pregnancy as they desire, provided that their attending physician verifies in writing that they are capable of performing their professional obligations. Such verification will be provided to the Superintendent or his representative on a monthly basis beginning with the sixth (6th) month of pregnancy. Association members will have the right to:

1. Return to active employment whenever, after delivery, their physician verifies in writing that they are capable of performing their professional obligations.
2. Use their accumulated sick leave benefits in the event that they are not capable of performing their professional obligations by reason of a medical disability as verified by their physician in connection with or resulting from their pregnancy.

Reasonable notice will be given by the employees when they intend to leave and when they intend to return.

Child Rearing Leave

In the case of a birth, or the adoption of a child of ten (10) years or less, Association members, upon written request to and approval by the Board of Education, will be granted a leave of absence for up to two (2) years under the following conditions:

1. Requests will be submitted at any time between the commencement of the pregnancy and six (6) months after the birth of the child. In the case of adoption, the request shall be made prior to the actual date of placement.
2. All child rearing leaves will be without salary. Insurance benefits will be continued during such a leave of absence only if the members assume the total cost of such continued coverage. Such insurance benefits may be purchased through the District.
3. All sick leave benefits to which the members were entitled at the time of the leave of absence will be restored upon return to work.

Leave of Absence

The Board of Education may, at its discretion, grant leaves of absence, either with or without pay, upon application by a member of the office staff. The leave shall in no case be for more than one (1) calendar year except in the case of maternity, which may not exceed a period of two (2) years.

ARTICLE VIII

Jury Duty

Employees shall not suffer a reduction in compensation for the time spent on jury duty.

ARTICLE IX

No Strike

During the term of this Agreement, the Association hereby affirms a policy that does not assert the right to strike against the District; nor will it assist or participate in any strike by other District employees against the District; nor will it impose any obligation on said employees to conduct, assist or participate in a strike against the District on their behalf.

ARTICLE X

Payroll Deductions

1. The District will have payroll deductions for those items granted other employees of the District which each employee authorizes.
2. NYSUT Benefit Trust The District shall deduct and remit payments to the NYSUT Benefit Trust upon submission of a signed form from a bargaining unit member. Said forms may be submitted and/or revoked every September and/or January.

No bargaining unit member may elect a benefit offered through the trust that competes with a benefit offered by the District.

This benefit shall expire on June 30th in the last year of this contract.

3. Section 125 The District shall provide a Section 125 Plan in accordance with IRS regulations. The 125 Plan provided to members of this bargaining unit will be the same plan provided other bargaining groups in the district. All administrative fees associated with this plan will be paid by the District.

ARTICLE XI

Retirement Plan

1. The District's current retirement plan shall continue in effect for the duration of the contract. See Appendix A.
2. Clerical employees who retire under the NYS Retirement System with *ten (10) or more years* of full-time service (35 hours per week) with the West Genesee School District shall be entitled to a retirement stipend as follows:

Twenty-five (\$25) dollars for each day to a maximum of one hundred fifty (150) unused sick days.

Part-time employees are eligible for this benefit on a prorated basis.

ARTICLE XII

Group Health Insurance

1. Group Health Insurance Plan will be received by the office employees in the same manner as the instructional bargaining units.
2. Health Insurance – Office personnel who retire from West Genesee Central School District with ten (10) or more years of service will receive one (1) full year of paid individual or family health insurance coverage to the maximum BC/BS rate. Office personnel will also receive one (1) free additional year of paid health insurance coverage for each sixty (60) days of accumulated and unused sick leave days up to a maximum of three (3) additional years. Accumulated sick leave will be prorated in blocks of fifteen (15) days. Fifteen (15) days equals three (3) months of insurance coverage.
3. Clerical workers retiring in the New York State Employees Retirement Plan may continue Group Health Insurance, dental and vision at their own expense, providing there is no lapse of time and payments are timely.
4. Full-time employees will be eligible to participate in the District's dental and vision plan in the same manner and under the same conditions as provided to the instructional bargaining units who have this benefit.
5. Full-time clerical employees eligible to participate in the District's Health Insurance Program, may elect to waive their participation in the health insurance program and shall receive a financial inducement for such waiver in accordance with the following terms and conditions:
 - a. If an employee elects to waive participation in the district's health insurance program, for the purpose of receiving the cash inducement for said waiver, the waiver shall be made on an election form during the September open enrollment period. The waiver would be effective October 1.
 - b. Employees who elect to waive participation in the district's health insurance program to take advantage of the financial inducement, must provide proof of insurance each year the election is made. The waiver option must be renewed by the individual annually during the September open enrollment period.
 - c. The financial inducement for waiving health insurance coverage shall be an annual payment of one thousand dollars (\$1,000) prorated, payable on the last pay date in June.
 - d. Employees who elect to waive their participation in the district's health insurance program and terminate employment prior to the end of the plan year, will receive a prorated amount based upon the actual amount of time the employee did not have health insurance coverage through the district.

Article XII (cont'd)

- e. Employees who elect to waive their participation in the district's health insurance program and then find it necessary to rejoin, the employee would be eligible for insurance coverage the first of the month following the submission of an insurance application form. The employee must provide proof that the alternative insurance plan has been or will be terminated. Otherwise, the employee must wait for the next open enrollment period. Employees will have their inducement amount prorated based upon the actual amount of time the employee did not have health insurance coverage through the district.
- f. In the case of married employees, the individual who is listed as a dependent on the other employee's family insurance application is eligible for the waiver inducement amount.

ARTICLE XIII

Liability

The Board of Education in compliance with Section 3023 shall save harmless and protect all employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or without the school buildings and will arrange for and maintain appropriate insurance with insurance companies authorized by the State of New York. However, the employees shall, within ten (10) days of the time they are served with any summons, complaint, process, notice, demand or plea, deliver the original or a copy of the same to such Board of Education.

ARTICLE XIV

Compensation

1. All School District employees will be covered under the Workers' Compensation Insurance secured from an insurance company authorized by the State of New York.
2. Sick leave taken by regular employees as a result of an on-the-job injury shall be reinstated to the employees' accumulated sick leave on a prorated scale based on the extent to which the employer is reimbursed by the Compensation Carrier for wages during the employees' absence from work. This shall be computed by dividing the daily wage of the employees into the total reimbursement from the Compensation Carrier with the quotient equal to the number of days to be credited. Fractions less than one-half (1/2) day will be credited as a full day.

ARTICLE XV

Attendance at Conferences

The West Genesee School District office personnel, in those years when conferences are allowed for teachers, shall have up to one hundred eighty (\$180) dollars to send representatives to annual New York State Association of Educational Secretaries Conferences and/or Workshops. Conferences must be approved by the Superintendent, and no substitute will be hired during the conferee's absence. The maximum allowance for any one person will be sixty (\$60) dollars inclusive of travel expense and all other expenses. Any additional cost incurred by the conferences will in no way obligate the school district. When conference money is not available, members may be allowed to attend conferences and/or workshops at their own expense.

ARTICLE XVI

Office Employee Vacancies

The Superintendent or his representative will post all vacancies for office employees with the appropriate salary range if known at the time of posting. Each position shall be filled in accordance with the Civil Service Law and regulations of the Onondaga County Department of Personnel. A copy of notice of vacancies will be sent to the President and Secretary and a copy to each building principal to post. In filling vacancies and newly created positions, consideration shall be given to employees who are at the time in the employ of the District. Interested employees shall make application in writing and such applications shall be acknowledged within five (5) working days (this includes the posting of confidential positions).

ARTICLE XVII

Job Classification

All office employees shall be classified under the job description that has been worked out together with the Onondaga County Department of Personnel. The Superintendent of Schools reserves the right to determine the classification needed by each building, both in number of employees and Civil Service Rating. The Superintendent of Schools may add one (1) assistant supervisor in the accounting office with additional remuneration at the discretion of the Superintendent of Schools.

The job description of any new position created by the District will be forwarded to the Association president upon approval of same by the Onondaga County Department of Personnel.

ARTICLE XVIII

Evaluation

Association members will be evaluated in writing as follows:

- Permanent Employee - annually by June 30
- Probationary Employee - twice during the probationary period
- Provisional Employee - following the initial month of employment and as many times as deemed necessary

A conference for the purpose of reviewing the evaluation must follow. The evaluation will serve as a summary of the effectiveness of the employees' attitude, work habits and job performance. The evaluation form is to be completed in duplicate, signed by the evaluator and the employee with one (1) copy being retained by the immediate supervisor and one (1) copy filed in the employees' personnel file.

Employee evaluations will be taken into consideration when determining individuals' qualifications for promotion and/or transfer. Should Association members change positions either by choice or transfer, they shall be given an evaluation at the end of six (6) months in that position.

ARTICLE XIX

Abolishment of Position

If the present position is abolished, employees shall be notified in writing thirty (30) calendar days prior to the abolition date, and be placed on a preferred hiring list for a period of four (4) years from date of separation. If the first (1st) person on the list refuses an offered position, she will be deleted from the list and the second (2nd) person on the list shall be offered the job until all persons are either rehired or deleted. Seniority rights to be followed according to Civil Service ruling regulations.

Notice of Staff Reductions

Bargaining unit members will be notified in writing of any proposed reductions in bargaining unit positions thirty (30) calendar days prior to such reduction.

School Closings - Snow or Other Emergency Days

When school is closed due to snow or another type of emergency, bargaining unit members are required to report, unless due to said condition, the Superintendent excuses all staff.

In a situation when all staff are excused, and a bargaining unit member is asked to report, said bargaining unit member(s) will be paid at twice their hourly rate for the time worked.

In the event of early closings, bargaining unit members may leave the building when authorized by the Superintendent or his/her designee.

ARTICLE XX

Wages

- 1. Each classification, all positions, 10 month, 11 month and 12 month will have the starting rate as shown in the chart below increased by 0% for 2012-13 school year, 0% for the 2013-14 school year, 1% for the 2014-15 school year and 1% for the 2015-16 school year as per the chart below:

- A. Salary Schedule - Permanent Appointments – 2012-13 through 2015-16 Hiring Rates

<u>LEVEL</u>	<u>JOB CLASSIFICATIONS</u>	<u>10 MONTH</u>	<u>11 MONTH</u>	<u>12 MONTH</u>
1.	Clerk I	\$22,500	\$24,705	\$27,335
2.	Typist I	23,620	26,275	28,700
3.	Steno I, Acct Clk I/Acct/Clk-Typ I	24,745	27,525	30,065
4.	Typist II	25,870	28,775	31,435
5.	Steno II	26,995	30,025	32,800

- B. The Office Personnel salaries are based on a seven and one-half (7 1/2) hour workday as follows for the purposes of computing an hourly rate for extra duty.

10 month employees:	214 days, 1,605 annual hours.
11 month employees:	238 days, 1,785 annual hours.
12 month employees:	260 days, 1,950 annual hours.

- C. All returning bargaining unit members shall receive an increase of:

2.25% (2012-13)	2.75% (2014-15)
2.50% (2013-14)	3.00% (2015-16)

- D. Salary for individuals receiving a provisional appointment will be five percent (5%) less than their appropriate level placement. However, if individuals have rendered permanent service in the bargaining unit immediately preceding the movement from one (1) level upward to another, the five percent (5%) reduction for provisional appointment cannot result in a salary less than the individuals were receiving in their prior permanent position.

- E. Upon permanent appointment individuals moving from one job classification level to another will receive a minimum increase equal to five percent (5%) of the appropriate Level 1.

- F. Positions will be classified as to duties and responsibilities in accordance with the State of New York Civil Service Law and the rules and regulations of the Onondaga County Department of Personnel.

Article XX (cont'd)

G. Longevity

Office personnel having the appropriate length of service with the District shall receive a longevity increment per the following schedule: (These longevity payments are accumulative.)

<u>Longevity</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
10 Years	\$400	\$410	\$420	\$430
15 Years	\$250 Additional	\$255 Additional	\$260 Additional	\$265 Additional
20 Years	\$275 Additional	\$280 Additional	\$285 Additional	\$290 Additional
25 Years	\$300 Additional	\$310 Additional	\$320 Additional	\$330 Additional

Part-time service under the conditions outlined above will be paid on a prorated basis.

Longevity payments will be made in a separate check in September or at the time of retirement if it occurs on or after July 1.

Bargaining unit members that retire on June 30th in any given year shall be entitled to receive their final longevity payment as part of their last pay check that June.

2. Positions are classified according to duties and responsibilities. Civil Service examinations are required.

3. Extra Pay for Extra Duty

Beginning on July 1, 1988, bargaining unit members who work beyond their regularly scheduled hours, at the request of their supervisor, will be reimbursed according to the following schedule: regular hourly rate for hours worked up to forty (40) in one (1) week.

ARTICLE XXI

PERB Requirements

No article or section in this Agreement shall be in violation of the Civil Law, the laws and regulations of the New York State Department of Civil Service or any other law, Local, State or Federal.

ARTICLE XXII

Taylor Law Clause

1. Any written Agreement between a public employer and employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such Agreement:

"It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not be effective until the appropriate legislative body has given approval."

2. Every employee organization submitting such a written Agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such admission and shall read aloud at any membership meeting called to consider such ratification.
3. Within sixty (60) days after the effective date of this act, a copy of this Section shall be furnished by the chief fiscal officer of each public employer to each public employee.

Public employees employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this Section.

ARTICLE XXIII

Grievance

Section 1.

The purpose of this procedure is to provide an orderly method for the settlement of a dispute between the employer and employee over the interpretation, application or claimed violation of any of the provisions of this Agreement. Such dispute shall be defined as a grievance under this Agreement and must be presented within five (5) working days of the date of occurrence of the event over which the grievance is made, and be processed in accordance with the following steps, time limits, and conditions:

Article XXIII (cont'd)

Step 1.

The grievants shall first (1st) take up their grievance with their immediate supervisor, and if requested by the grievants, a designated member of the Association will be given an opportunity to be present.

Step 2.

If the grievance is not settled at Step 1, the grievants may within five (5) working days of the date of occurrence of the event over which grievance is made, reduce the same to writing and deliver to their principal or next level of supervision, who shall within five (5) working days after receipt give his written answer.

Step 3.

If the grievance is not settled by the written answer in Step 2, the grievants may appeal within five (5) working days of receipt of reply in Step 2 by giving written notice of such appeal to the Superintendent or his designated representative who shall discuss the matter with the Association's Grievance Committee within ten (10) working days of receipt of the notice of appeal. The Superintendent or his designated representative shall give his written answer to the grievants within ten (10) working days after the close of the discussion.

Step 4.

If the grievance is not settled by the written answer of the Superintendent or his representative, the grievants may further appeal by giving written notice thereof to the Clerk of the Board within five (5) working days of the conclusion of Step 3. The Clerk of the Board, within fifteen (15) working days after the receipt of the appeal shall submit the grievance to the Board of Education who shall discuss same with Association Grievance Committee in executive session. The Board of Education shall give its written answer to the grievance within fifteen (15) working days after the close of the discussion.

Section 2. Arbitration

If not settled by the written answer of the Board of Education, the grievants may further appeal by giving written notice thereof to the American Arbitration Association.

1. The arbitration proceeding shall be conducted under the rules of the American Arbitration Board.
2. The arbitration shall have no power or authority to add to, subtract from, or modify, change or alter any of the provisions of this Agreement.
3. The decision of the Arbitrator shall be advisory upon both parties.
4. Fees and expenses of this arbitration shall be borne equally by the West Genesee School District and the Office Personnel Association.

Article XXIII (cont'd.)

Section 3.

If the District or any designated representative thereof fails at any step to hold a conference or give an answer within the time limits provided, the grievants at their election may advance to the next step in this procedure.

ARTICLE XXIV

School Calendar

Observance of the Wednesday before Thanksgiving Day and any give back snow days will be the same for office personnel as for teachers.

ARTICLE XXV

Entire Agreement

This Agreement contains the entire Agreement between the parties on the subject matters set forth herein, and may be modified and amended only by written Agreement of the parties.

ARTICLE XXVI

Duration

This Agreement shall become effective July 1, 2012, and continue in full force through June 30, 2016.

Union Days

The President and/or her designee(s) will get three (3) days off with pay for attendance at State and National Conventions (e.g. NYSUT Representative Assembly) and for legal proceedings involving the Union and District (e.g. Arbitration Hearings, PERB Hearings and/or Court appearances). The Association will pay for substitutes if needed.

Article XXVI (cont'd.)

EDUCATIONAL BENEFITS

Employees will be eligible for reimbursement for college course work and/or training to a maximum of five hundred (\$500) dollars per year. Reimbursement is contingent upon receiving prior written approval from the Building Principal and the Assistant Superintendent for Curriculum and Instruction, verified successful completion of the course or training and proof of payment. Applications for prior approval are available from the Building Principal.

ASSOCIATION

Nancy Boise
President

4/27/12
Date

DISTRICT

Cliff Brown
Superintendent of Schools

4/30/12
Date

APPENDIX A

Retirement Plan (Revision) - Article XI

1. All employees covered by this Agreement have the opportunity to join the New York State Employees' Retirement System.
2. There are now six (6) District groups of Retirement System members. For convenience these groups are identified at Tiers 1, 2, 3, 4, 5 and 6. The following determines the Tier to which you belong:

If you last joined the Retirement System:

Before July 1, 1973 you are a Tier 1 member.

Between July 1, 1973 and July 1, 1976 you are a Tier 2 member.

Between July 1, 1976 and August 31, 1983 you are a Tier 3 member.

Between September 1, 1983 and December 31, 2009, you are a Tier 4 member.

Between January 1, 2010 and March 31, 2012, you are a Tier 5 member.

On or after April 1, 2012, you are a Tier 6 member.

- 3.1 Tier 1 members are covered under the Retirement and Social Security Laws, Article 2, Section 75i (New Career Plan).
- 3.2 Tier 2 members are covered under Section 75i (New Career Plan) subject to the limitations of Article II of the Retirement and Social Security Law.
- 3.3 Tier 3 members are covered under the Retirement and Social Security Laws, Article 14. Tier 4, 5, and Tier 6 members are covered under the Retirement and Social Security Laws, Article 15. Members are required to make contributions in accordance with New York State Employee Retirement System regulations.
4. More detailed information on the various Tiers of membership may be obtained by writing to:

New York State Employees' Retirement System
Gov. Alfred E. Smith State Office Building
110 State Street
Albany, New York 12244
Phone: 1-866-805-0990
www.osc.state.ny.us/retire

A representative of the Retirement System is also available on the 2nd and 4th Friday of each month at the Onondaga County Courthouse to answer any questions you may have.

