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

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S-6/17/04

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6547

# *Agreement*

between the

SUPERINTENDENT OF SCHOOLS

of the

WINDSOR CENTRAL SCHOOL DISTRICT

and the

ASSOCIATION OF OFFICE PERSONNEL AND SCHOOL AIDES



July 1, 2004 through June 30, 2007

**RECEIVED**

MAY 17 2004

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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## **Recognition**

By resolutions dated the 17th day of September, 1981, and March 12, 1998, the Board of Education of the Windsor Central School District duly recognized the Association of Office Personnel and School Aides as the exclusive representative of the negotiating unit defined by said Board under Section 204 of the Public Employees' Fair Employment Act of 1967.

## **ARTICLE I** **Definitions**

As used in this Agreement:

1. The term "Board" means the Board of Education of the Windsor Central School District.
2. The term "Association" means the Association of Office Personnel and School Aides.
3. The term "Superintendent" means the Superintendent of Schools of the Windsor Central School District.
4. The term "employee" means any person represented by the Association of Office Personnel and School Aides as his or her collective bargaining agents. The following positions will be included in this definition: typist, senior typist, teaching assistant, clerk, stenographer, school monitor, account clerk, library clerk, bus attendant, teacher aide, senior clerk, and school nurse assistant.
5. The term "District" means the Windsor Central School District.

## **ARTICLE II** **Savings Clause**

This contract constitutes the full and complete agreement by and between the Association and the Superintendent regarding matters related to terms and conditions of employment. The Association and the Superintendent further agree that except as specifically abridged by the terms of this agreement, all rights to manage the District are vested solely in the Superintendent. If any provision or application of this agreement to any employee or group of employees covered thereby, shall be found contrary to law by any court of competent jurisdiction or contrary to appropriate rules of the Civil Service Commission or of the Commissioner of Education, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications of this agreement will remain in full force and effect.

## **ARTICLE III** **Negotiations**

1. Upon written request to the Superintendent, a meeting to open negotiations for a successor to this agreement shall be held upon a mutually acceptable date no sooner than January 15 nor later than February 15, preceding expiration of this contract. All contract proposals to be negotiated shall be submitted in writing at the first meeting.

2. 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 BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## **ARTICLE IV**

### **Employment**

#### **Section A**

##### **Vacancy Notice**

1. The Superintendent, and/or his designee, shall post on appropriate bulletin boards in each instructional unit and on the District Website, a list of all vacancies in the area of office personnel and school aides including confidential positions. Said notices shall list a job description including all qualifications, hours and days per year, and shall be forwarded to the Association President.
2. An employee may apply for any properly posted vacancy by submitting a written application to the Superintendent or his designee.
3. Appointment of persons to a vacancy shall be made only after said notice has been posted for five (5) school days or ten (10) calendar days when school is not in session.
4. In filling vacancies, including summer employment openings, consideration shall be given to interested employees for, but not limited to:
  - a. demonstrated competence
  - b. seniority
  - c. civil service exams, to include promotional exams, where applicable.
5. Any employee who applies for a vacancy shall be furnished an appropriate explanation for not having received appointment to said vacancy.

#### **Section B**

##### **Probation and Evaluation/Personnel File**

Each newly appointed unit non-competitive and labor class employee will be required to serve a probationary term of from eight (8) to twenty six (26) weeks. Competitive class employees will be required to serve a probationary term of from eight (8) to twenty six (26) weeks except as follows:

1. If the competitive class employee has served a provisional appointment(s) of more than one (1) year, then upon being appointed to the position, the person shall serve a probationary term of eight (8) weeks.
2. If the competitive class employee has served a provisional appointment(s) of less than one (1) year, then upon being appointed to the position, the person shall serve a probationary term of from eight (8) to twenty six (26) weeks.

The District has the right to terminate any probationary employee during the probationary term. Any such termination is not subject to the grievance procedure. At the end of the probationary term, and upon the written recommendation of the Superintendent of Schools and the approval of the Board of Education, the employee shall be granted a permanent appointment. Each employee shall have the opportunity to review and the right to answer any materials filed in his/her personnel folder.

## **Section C**

### **Promotion**

Employees appointed to a promotional position covered by this agreement shall have their hourly rates increased by the difference between the probationary hourly rates established for the different job classifications. Unit employees who have been so promoted to a different position than previously held shall serve a probationary term of from eight (8) to twenty six (26) weeks. During this probationary term the employee will be paid at the rate due the individual in the promoted position. In the case of a promotional appointment, a new salary agreement will be issued to the employee.

## **Section D**

### **Continuing Salary Agreement**

Employees will be notified, in writing, of their wage computations for the coming school year, hourly rate, and job category, within thirty (30) days of ratification of this agreement, or before July 1 of each ensuing year. In the event that an employee's job assignment and/or classification is changed between the time of the issuing of the salary notice and the time his/her duties are to commence, a new salary notice shall be issued, noting the adjustments, prior to August 15. In cases of positions funded by special programs and where schedule adjustments are made during the school year, a new salary notice shall be issued as soon as possible.

## **Section E**

### **Job Description**

Job descriptions and salary ranges shall be furnished to all employees. Job descriptions for each bargaining unit position shall be provided to the Association President. These job descriptions will be reviewed with employees annually and no modifications shall be made without prior consultation with the employees concerned. Should the job description be modified, the District shall notify the Association within ten (10) days of such modification. Should either the District or the Association determine that the modification(s) significantly changes the job description, either party may request an immediate review of the modified description by the County Civil Service Department. If the determination by Civil Service is that the modified description changes the job title, the District and the Association shall, within ten (10) working days of such notification, enter into negotiations regarding the rate of pay for the new position. All rules and regulations of Civil Service shall apply in the filling of such positions.

## **Section F**

### **Reduction in Force and Recall**

1. All employees shall be afforded the same rights concerning reduction in force and recall as employees in the competitive Civil Service classification. Should reduction in force become necessary during the term of this agreement, it shall be accomplished by layoff in the inverse order of the original appointment date of employees within each job classification consistent with the New York State Civil service Law and the Rules and Regulations of the Broome County Civil Service Commission.
2. Prior service in positions covered by the collective negotiation agreement will be counted in determining seniority. This service will include probationary and permanent service. Service will not be counted for temporary or substitute service.
3. Part-time service for calculating seniority will be counted as one-half the time of full-service.
4. In the case of job abolition, employees who will be laid-off shall receive two (2) weeks prior notification.

## **Section G**

### **Growth in Job Skills**

All employees shall keep well informed at all times concerning each aspect of their employment. The District may provide training sessions in or out of the District to enhance job skills. Unit members may apply for training in the area of control of student violence. Upon application to and prior approval by the District for such training, bargaining unit members shall be reimbursed for registration, travel, reasonable expenses for job related courses, conferences, workshops, etc.

## **Section H**

### **Employment**

1. **Ten Month Employees**
  - a. Employees who work a minimum of one hundred eighty-six (186) days per year during the months of September through June, but less than 199 days per year.
  - b. Teacher Aides, Clerks, Library Clerks, School Nurse Assistants, and Teaching Assistants shall work a base total of one hundred eighty-four (184) days per year during the months of September through June. Such employees are entitled to ten (10) paid holidays per year. They shall be paid for a base total of one hundred ninety-four (194) days.
  - c. School monitors shall work a base total of one hundred seventy-five (175) days per year during the months of September through June. Such employees are entitled to nine (9) paid holidays per year. They shall be paid for a base total of one hundred eighty-four (184) days.

- d. Bus Attendants shall work a base total of one hundred eighty (180) days per year during the months of September through June. Such employees are entitled to ten (10) paid holidays per year. They shall be paid for a base total of one hundred ninety (190) days
2. Eleven Month Employees  
Employees who work a minimum of one hundred ninety-nine (199) days per year, but less than two hundred nineteen (219) days per year.
3. Twelve Month Employees  
Employees who work a minimum of two hundred nineteen (219) days per year.
4. Works days in paragraphs one (1) through three (3) above exclude paid holidays.
5. Full-time employees are those persons assigned twenty (20) hours or more in any designated work week.

## **Section I**

### Involuntary Transfers/Involuntary Reassignment

It is recognized that some involuntary reassignments (commonly called transfers) of employees from one building to another may be unavoidable. Notices of such involuntary reassignment shall be given to employees in writing as soon as determined. When reassignments are necessary to areas where there are no previous applicants, volunteers shall be sought for such positions and no involuntary assignment shall be made unless it has not been possible to locate an adequate number of volunteers after a period of five days.

## **Section J**

### Evaluation Procedure

1. Probationary Employees - All probationary employees shall be observed and formerly evaluated, in writing, a minimum of two times during the first twenty-six (26) weeks of employment. In addition, an evaluation statement must accompany each recommendation to the Superintendent for permanent placement or termination prior to the end of the probationary period.
2. Permanent Employees - All permanent employees shall be evaluated at least once each school year. This evaluation shall be completed prior to June 1.
3. No observations or evaluations will be conducted by a bargaining unit member.
4. The evaluation shall contain a narrative section, and may include a checklist covering the tasks that are being evaluated. The evaluated unit member shall be presented with the completed evaluation at least five (5) days prior to meeting with the supervisor to discuss the evaluation. The unit member must sign the written evaluation as an indication that he/she has received this report. The signature in no way means that the member agrees with the content of the evaluation. The unit member may choose to attach a written statement to the evaluation report, which along with the report will be placed on file in the members official personnel file located in the District Office.



5. Each bargaining unit member shall be provided suggestions to overcome any deficiencies noted in the evaluation, and a reasonable period of time in which to incorporate any suggested changes.
6. All observations/evaluations of a unit member's activities shall be conducted openly and with full knowledge and awareness. No electronic recording devices shall be used in the monitoring or observation of the work performance of any bargaining unit member, unless agreed to by the unit member.

## **ARTICLE V**

### **Retirement**

- A. The use of the word "retirement" as used in this section shall only refer to the following events:
  1. In relation to an individual who is a member of the New York State Retirement System - resignation from the School District in order to immediately receive ordinary retirement benefits from the New York State Retirement System. Ordinary retirement refers to the right to receive retirement benefits based upon the person's age and service and excludes death benefits and benefits on account of disability. Such person must also have served five (5) continuous years as an employee of the District immediately preceding resignation.
  2. For unit members who are not members of the NYS Employees Retirement System, if the unit member resigns his/her employment with the District, and if the unit member is of the qualifying age of retirement under the NYSERS, and if the unit member possesses the requisite years of service under the NYSERS to vest in the ERS, and if the unit member immediately preceding his/her resignation has been in continuous service to the District for five (5) or more years of employment, then, in that case, and upon application, this person is entitled to the retirement incentive contained in subsection 3, below (accumulated sick leave applied to purchase of health insurance).
- B. Written notice of retirement shall be given at least two (2) months prior to the effective retirement date.
- C. Credit will be given to full-time employees for unused sick days at the time of retirement toward paying the individual portion of a retired employee's Blue Cross/Blue Shield premiums according to the following schedule provided the employee was a member of the Group Plan before retirement: Sixty dollars (\$60) per accumulated sick day.
- D. The District shall provide the New York State Employees Retirement Plan, Section 75i, commonly referred to as the "New Career Plan" to all eligible bargaining unit members. In addition, effective July 15, 1986, the District shall provide to all employees, retirement benefits in accordance with Section 41-j of the New York State Employees' Retirement System (41-j allows the eligible member up to 165 days of accumulated sick leave to be applied as additional retirement service credit on a calendar day basis. This time cannot be used to qualify for a benefit).

**ARTICLE VI**  
**Separation and Termination**

1. Employees leaving the employ of the District shall be required to give the Superintendent at least two (2) weeks notice in writing.
2. Disciplinary and dismissal procedures shall be conforming to Civil Service rules and regulations.
3. Cause for dismissal shall be specific and reasons shall be set forth in writing to the employee.

**ARTICLE VII**  
**Workers' Compensation**

An employee who files and becomes eligible for Workers' Compensation will receive his/her regular salary for the first four (4) weeks for his/her necessary absence from work without being required to use sick leave. At the end of the four (4) week period, one may extend regular salary by using any or all of his/her accumulated sick leave.

The District will receive the Workers' Compensation payment during the period that the employee continues to receive regular salary from the District.

**ARTICLE VIII**  
**Association Rights**

**Section A**  
**Organization**

1. The Association may use school buildings and facilities at reasonable times outside the employees' day for its meetings and other business provided that such use will not conflict with previously scheduled school events. The use of such facilities will be requested in advance of any meeting.
2. The Association shall have the privilege of using school bulletin boards, mailboxes, and the normal communication system providing the materials include the names of the persons responsible for the distribution.
3. Duplicating equipment and services shall be made available to the Association as long as its use does not interfere with duplication for instructional purposes. There will be no charge except for supplies which shall be paid for at school cost.
4. There shall be no reprisals of any kind taken against any employee on account of membership in the Association or participating in activities of the Association, provided it does not interfere with their professional responsibilities and common courtesies.
5. A copy of the proposed agenda for each meeting of the Board shall be forwarded to the Association President at the same time it is sent to Board members and a copy of the approved minutes of each meeting shall be forwarded to the Association President.

6. As soon as possible each year, but no later than October 1, the Superintendent shall make available to the Association, a roster showing the names and salaries of all employees within the bargaining unit employed by the District. Said roster shall include the names, positions, hours and pay rates of all bargaining unit personnel employed by the District.
7. Effective July 1, 1994, the President of the Association, or her designee, may take up to three (3) days each school year in a leave without pay status to conduct Association business with the advance approval of the Superintendent.

## **Section B**

### **Strikes**

Employees, whether acting individually or in concert with the Association, shall not cause, encourage, or enter into a strike against the District.

## **ARTICLE IX**

### **Compensation and Related Benefits**

## **Section A**

### **Payroll**

There will be either 21 or 22 payrolls to be determined each May by the Superintendent and the Association President. Once the number of payroll checks has been determined, there shall be two (2) options:

**Option 1** – Twenty one (21) paychecks with the last check being the equivalent of five (5) checks; or, twenty-two (22) paychecks with the last check being the equivalent of four (4) checks.

**Option 2** – Twenty one (21) [or Twenty two (22)] equal checks.

## **Section B**

### **Association Dues Deduction**

1. Payroll deductions for Association dues shall be made from the payroll checks of all bargaining unit members.
2. All authorizations shall be submitted on or before the third payroll period date after the start of the fall semester and deductions shall be made from the fourth through the twentieth check.
3. The dues deduction authorization card shall be on a form mutually agreeable to both the District and the Association.
4. Agency Shop Fee Deduction - The District agrees to deduct from the wages of all employees in the negotiating unit, who are not members of the Association, an agency fee in the amount equivalent to the unified dues of the Association and to promptly transmit the sums so deducted to the Association. Such deductions shall be made from the fourth through the twentieth paychecks.

The District agrees to provide the Association with an alphabetical listing of the names of the employees from whose salary such fees have been deducted. Deductions for unit employees who are hired after October 1 of any school year shall be appropriately prorated.

The District and the Association agree to furnish each other any information needed by either of them to fulfill the provisions of this article.

## **Section C**

### **Other Payroll Deductions**

Deductions for the following items shall be made from the payroll checks of unit members when requested in writing by the employee;

1. Employees share of health insurance and dental insurance premiums.
2. The Board agrees to make certain other deductions from the individual salaries of its teachers upon the request, in writing, of the person concerned.

Items for which payroll deduction shall be granted include: Broome United Way, payments to Teachers Retirement Loan, US Government Savings Bonds, NYSUT Benefit Trust, and annuities. Electronic fund transfers for direct deposit of payroll will be provided for each unit member to financial institutions that have met the qualifications as established by the district. Employees may have either a fixed dollar amount or their entire payroll deposited in such a manner. Changes to electronic fund transfer deposit amounts may be made during the first fifteen days of September and January, with the effective date of such change being the first payroll in October and February.

- a. Aforesaid deductions shall begin at an agreed time after the request has been made to the payroll officer of the Board.
- b. Aforesaid deductions shall be terminated at an agreed time after the request for termination has been made in writing by the employee concerned to the payroll officer of the Board.

## **Section D**

### **Hourly Rates**

1. 2004-2005 School Year: Each returning unit member is to receive an increase in the base rate of pay per hour over that paid in the 2003-2004 school year of 3.75%.
2. 2005-2006 School Year: Each returning unit member is to receive an increase in the base rate of pay per hour over that paid in the 2004-2005 school year of 4.00%
3. 2006-2007 School Year: Each returning unit member is to receive an increase in the base rate of pay per hour over that paid in the 2005-2006 school year of 4.25%.
4. All employees shall be paid at a rate equal to or greater than the entry minimum for the applicable position title. Those employees found to be at a rate below the entry minimum shall have their rate adjusted to that minimum.

5. Employees regularly assigned to work in the school lunch program shall be paid at rates in effect for school lunch employees.
6. Effective July 1, 2004, if a unit employee is called upon to supervise a classroom/lab for one-half hour or longer, he/she shall be paid twelve dollars (\$12.00) for the first hour. For each subsequent half-hour or portion thereof, he/she will be paid at the rate of twelve dollars (\$12.00) per hour.
7. A unit member who substitutes for one-half hour or longer, for another unit member in a higher pay classification, will be paid at the starting rate for a person in that classification.
8. Wages shall be converted to and be paid on an annualized basis.

## Section E

### Entry Level Hourly Rates for 2004-2005, 2005-2006, 2006-2007

	2004-2005	2005-2006	2006-2007
School Monitor, Teacher Aide, Bus Attendant	7.53	\$7.83	\$8.12
Library Clerk, Clerk	\$8.25	\$8.54	\$8.86
Senior Clerk	\$8.45	\$8.75	\$9.08
Typist	\$8.86	\$9.17	\$9.51
Senior Typist	\$9.26	\$9.58	\$9.94
Teaching Assistant -			
a. Temporary Certificate	\$9.46	\$9.79	\$10.16
b. Continuing Certificate	\$9.66	\$10.00	\$10.38
School Nurse Assistant	\$9.48	\$9.81	\$10.18

## Section F

### Overtime and Other Rates of Pay

1. Overtime pay shall be paid to employees at the rate of time and one half for hours worked in excess of 7 1/2 hours per day or 37 1/2 hour per week. Overtime work is to be scheduled only by the employee's immediate supervisor with the approval of the Superintendent or his designee, except in cases of emergency.
2. If employees are contracted to work an additional month (20 workdays) beyond their initial ten (10) month agreement, they will receive the same benefits as full-time, eleven (11) month employees. These benefits do not apply to casual per diem assignments.
3. Scheduling of overtime shall be governed by seniority, limited to the same title, by classification within existing work location.
4. After-school extracurricular activities:

	2004-2005	2005-2006	2006-2007
Bus Chaperones	\$31.10	\$32.20	\$33.30
All Day Events	\$66.70	\$69.00	\$71.40
All Day/Evening Events	\$102.90	\$106.50	\$110.20
Ticket Sellers and Chaperones	\$35.10	\$36.30	\$37.60

5. Bargaining unit members called upon to work on non-scheduled days will be paid a minimum of two (2) hours. Unless a unit employee has been otherwise notified, he/she is expected to report for work and will be paid for two hours or that time actually worked whichever is greater. In those cases when an employee has not been notified that he/she is not needed at work, the District agrees to pay a unit employee for a two (2) hours reporting minimum or the time actually worked, whichever is greater.

## Section G

### Health Insurance

1. Effective July 1, 2004, the District agrees to make available to eligible members of this bargaining unit, the Blue Cross/Blue Shield Select Blue, Premium Credit Plan B at the participation rates and with prescription co-pays as described in the tables below.

#### 2004 – 2005 School Year

Base Pay Range*	Policy Type	Percent Paid by District	Prescription Co-pay
Under \$10,000.00	Individual	96.0%	\$3/\$6
	Family	94.0%	\$3/\$6
\$10,000.00 to \$13,999.99	Individual	95.0%	\$2/\$10
	Family	93.5%	\$2/\$10
\$14,000.00 to \$17,999.99	Individual	94.0%	\$1/\$10/\$15
	Family	93.0%	\$1/\$10/\$15
\$18,000.00 And over	Individual	93.0%	\$2/\$10/\$25
	Family	92.5%	\$2/\$10/\$25

#### 2005 – 2006 School Year

Base Pay Range*	Policy Type	Percent Paid by District	Prescription Co-pay
Under \$10,400.00	Individual	95.0%	\$3/\$6
	Family	93.5%	\$3/\$6
\$10,400.00 to \$14,559.99	Individual	94.0%	\$2/\$10
	Family	93.0%	\$2/\$10
\$14,560.00 to \$18,719.99	Individual	93.0%	\$1/\$10/\$15
	Family	92.5%	\$1/\$10/\$15
\$18,720.00 And over	Individual	92.0%	\$2/\$10/\$25
	Family	92.0%	\$2/\$10/\$25

2006 – 2007 School Year

Base Pay Range*	Policy Type	Percent Paid by District	Prescription Co-pay
Under \$10,842.00	Individual	94.0%	\$3/\$6
	Family	93.0%	\$3/\$6
\$10,842.00 to \$15,179.99	Individual	93.0%	\$2/\$10
	Family	92.5%	\$2/\$10
\$15,180.00 to \$19,414.99	Individual	92.0%	\$1/\$10/\$15
	Family	92.0%	\$1/\$10/\$15
\$19,415.00 And over	Individual	91.0%	\$2/\$10/\$25
	Family	91.5%	\$2/\$10/\$25

\*Base Pay is pay received for regularly scheduled hours only and does not include pay received for overtime or extra-duty assignments.

This benefit is extended to cover the following to be based on the third "Base Pay Range" group:

- a. disabled employees for up to two (2) years from the date the employee begins disability leave.
  - b. those unit employees who retire under this Agreement at 50% employer cost and 50% retiree participation rate.
  - c. surviving spouses and dependents provided said survivors pay 100% of the cost of the program or its premium.
2. Employees portion of the cost of the health insurance program will be deducted from the employees' payroll check and, to the extent permitted by law, will be treated as a pre-tax contribution for health insurance premiums.
  3. a. Premium for Not Selecting Coverage
    1. Unit members that elect not to join the plan shall receive an annual payment according to the following table:

Number of Members Not Selecting Coverage	Annual Payment
1 to 7	\$600.00
8 to 11	\$1,000.00
12 or more	\$1,200.00

2. A unit member who elects not to join the health plan may elect to retain prescription drug coverage for himself/herself and his/her family. Unit members that elect for prescription drug coverage only shall receive an annual payment of \$450.00.

Said monies will be payable annually with the first paycheck in December. In the event the employee has not remained out of the Plan for the full year, such payment shall be prorated.

- b. Such election shall be in writing on the form annexed hereto.
  - c. If an employee elects to withdraw from the district health insurance plan, such selection shall be made during the month of September and shall remain in effect for one year unless the unit member divorces or has a spouse die or lose health insurance coverage. In such cases, the unit member may rejoin at any time.
1. A unit member that elects to withdraw from the health insurance coverage may choose to retain individual or family Prescription Drug Coverage.

**Section H**  
Dental Insurance

- 1.
- a. The District will provide Blue Shield Option I dental program including basic, supplemental basic, periodontics, prosthetics, and orthodontics at a participation rate of 100% for individual coverage and 75% for family coverage.
  - b. Effective January 1, 1993, the District will provide dental insurance coverage under the Blue Shield Dental Plan, Prime Blue Plan, Option I and II, with 50% reimbursement for Options III and IV. This coverage will be provided at the 100/75% rate.
  - c. Employees must work twenty (20) hours per week or more and earn a minimum projected annual salary of \$3,000 to be eligible to enroll in the health and dental insurance plans.
  - d. Retired unit members may purchase dental coverage through the District's plan with the retiree paying 100% of the premium plus an administrative fee of \$2.00 per month.

**Section I**  
Holidays, Snow Days, and Emergency Days

1. Full-time twelve (12) month employees shall receive twelve (12) paid holidays as follows:

July 4	Christmas
Labor Day	New Year's Day
Veteran's Day	President's Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving	Memorial Day
Day before Christmas	Martin Luther King Day

Full-time eleven (11) month employees shall receive eleven (11) paid holidays as follows:

July 4 or Labor Day	Christmas
Veteran's Day	New Year's Day
Thanksgiving Day	President's Day
Friday after Thanksgiving	Memorial Day
Good Friday	Martin Luther King Day
Day before Christmas	



Full-time ten (10) month employees shall receive ten (10) paid holidays as follows:

Veteran's Day	President's Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving	Memorial Day
Day before Christmas	Martin Luther King Day
Christmas	
New Year's Day	

2. Employees will not report for work and will not be paid for days off due to emergency closings, unless called in by their immediate supervisor. On days when the opening of school is delayed due to emergency conditions, unit members will be expected to report to work at their regularly scheduled time unless excused by their immediate supervisor due to extenuating circumstances. All full-time employees shall receive a full day's pay even though school is closed due to an emergency should employees be released by the Superintendent.
3. Mileage may be claimed at IRS Guidelines by employees whose assignment requires travel in their own vehicle to more than one district school building/BOCES on a given day.

## **ARTICLE X**

### **Absences, Leaves, and Vacations**

#### **Section A**

##### **Absences**

#### **1. Sick Days**

Full-time employees shall be credited with sick leave days at the rate of one day per month for each month of employment. Employees employed on a part-time basis shall be credited with sick leave days at the rate of one-half day for each month of employment. Sick leave days for both full-time and part-time employees will be credited at the beginning of their regularly scheduled work year. At the end of each year, the unused portion of the allowable sick days shall be cumulative to two hundred (200) days. The Superintendent or his designee shall notify in writing, all employees of their total accumulated sick days.

- a. Sick Leave: Employees shall be allowed absences with pay for personal illness of such nature as to render them unfit for service.
- b. Family Sick Leave: Full-time employees shall be allowed absence with pay for family illness for a maximum of five (5) days per contract year. Such reimbursable days shall be charged against sick day accumulated balance.

2. Personal Leave

Reimbursable personal leave is defined as that leave granted to conduct personal matters that cannot be transacted at any time other than during the regular work day. Personal leave will not be granted on the day before or the day following a holiday, recess or vacation, except in an emergency. Personal leave may not be used for mere personal convenience, personal profit, or personal gain. Bargaining unit members that work four (4) hours or more per day shall receive three personal days per year. Except in the case of an emergency, employees are required to give at least two workdays' notice of a request for the use of personal leave.

At the end of each school year, all unused personal leave days are to be added to a unit member's sick leave accumulation.

3. Bereavement Leave

1. Bargaining unit members that work four (4) hours or more per day shall be entitled to five (5) paid days per death in the immediate family. Family shall be defined as spouse, parent, brother, sister, child, step-mother, step-father, step-children, mother-in-law, father-in-law, grandparents, grandchild, or members of the employee's immediate household.
2. Bargaining unit members that work four (4) hours or more per day shall be entitled to two (2) paid leave days per death for a brother-in-law, sister-in-law, daughter-in-law, aunt, uncle, niece, nephew, spouse's aunt, spouse's uncle, or spouse's grandparent.
3. Up to three (3) additional days may be granted by the Superintendent for bereavement.

4. Non-reimbursable Personal Days

Employees, upon application to and with approval of the Superintendent, may receive non-reimbursable personal days of absence from their assigned duties.

5. Jury Duty

Unit employees, upon notice to the Superintendent, shall be permitted absence with pay to comply with official summons for jury duty and court appearances not involving the employee as a party in the proceeding. Payment for such appearances, less mileage and other expenses, will be remitted to the District. Such leave will not be charged against personal leave.

If the employee is excused from jury duty or excused from court, the employee must report to work or make contact with his/her supervisor regarding his/her return to work.

6. Application for Leaves

Forms provided will be used to make application for reimbursable personal leave.

## **Section B**

### **Leaves of Absence**

Extended leaves of absence may be granted by the District for reasons of health, hardship, child rearing, personal and other basis. Written application from an employee for such leave shall be addressed to the Superintendent and shall include reasons for the leave and dates on which the leave shall commence and terminate. When such leaves are granted, employment rights shall extend to the mutually agreed upon termination date.

## **Section C**

### **Vacations**

1. Full-time, twelve (12) month employees shall be entitled to ten (10) paid vacation days after completion of their first full contract year. Paid vacation days shall be pro-rated for those new employees not completing a full contract year. Vacation days must be taken within a contract year after being earned.
2. Full-time, eleven (11) month employees shall be entitled to five (5) days paid Christmas vacation after completion of their first full contract year. Paid vacation days shall be prorated for those new employees not completing a full contract year.
3. Full-time, twelve (12) month and eleven (11) month employees shall be entitled to additional paid vacation days as follows: 1/2 paid vacation day for each full year above ten (10) years of regular full-time employment with the District.
4. Vacation time shall be recommended by the immediate supervisor and approved by the Superintendent.

## **ARTICLE XI**

### **Student Problems**

Students who are known to have health problems, who are on medication, who are emotionally disturbed, or who are known to be severe disciplinary problems shall not knowingly be assigned to any bargaining unit member without first apprising him or her of the facts regarding each case. Employees shall be required to retain all information on student problems in the strictest confidence.

## **ARTICLE XII**

### **Reimbursement for Loss of or Damage to Personal Property**

## **Section A**

### **Property Damage Reimbursement**

The District shall reimburse employees for the cost of replacing or repairing, subject in all cases to a \$25 deductible, all denture, eye glasses, hearing aids or similar body apparatuses not covered by Workers' Compensation, dental insurance or personal insurance held by the employees which are damaged or destroyed during the course of one's employment as the result of an illegal bodily assault. The terms and conditions of payment shall be subject to the approval of the Superintendent.

## **Section B**

### **Property Theft Reimbursement**

The District shall reimburse employees for the cost of replacing or repairing, subject in all cases to a \$25 deductible factor for theft and/or damage to personal property provided by the employee and used in the discharge of his or her duties as an instructional aid, not covered by personal insurance held by the employee, provided that personal property is used by the employee after obtaining the written approval of his or her building principal for its use in the classroom and reasonable care has been exercised in its protection. Damage to automobiles and other extraordinary objects are excluded. The terms and conditions of payment shall be subject to the approval of the Superintendent.

## **ARTICLE XIII**

### **Grievance Procedure**

## **Section A**

### **Definitions**

1. **Grievance**: Any alleged violation, misinterpretation, or misapplication of the words in this agreement.
2. **Grievant**: Any person or group of persons in the bargaining unit.
3. **Grievance Committee**: A committee created and constituted by the Association that does not exceed three bargaining unit members.

## **Section B**

### **Procedures**

1. All formal grievances shall be in writing and include the name and position of the aggrieved party, the provision of the agreement involved in said grievance, the time and place of the alleged violation, a general statement of the nature of the grievance, and redress sought. The grievance shall be filed on the form shown in Appendix A.
2. The District and the Association agree to facilitate any investigation which may be required prior to or during their grievance procedures. Materials supplied by the District shall be provided at no charge to the Association.
3. No interference, coercion, restraint, discrimination, or reprisal of any kind, will be exercised against the aggrieved party or any involved bargaining unit member as a result of any grievance or participation therein.

## **Section C**

### **Levels of the Process**

1. **Level One - Immediate Supervisor**

A grievance shall be filed, in writing, with the grievant's immediate supervisor within thirty (30) calendar days after the alleged grievable event or the grievant's first knowledge of that event. (Grievance form - Appendix A)

## 2. Level Two

- a. If not settled, or a decision is not rendered by the grievant's immediate supervisor within ten (10) school days following the Level One submission date, the grievance may be submitted, in writing, on behalf of the grievant by the grievance committee to the Business Administrator. If not submitted within fifteen school days following the Level One submission date, the grievance is settled.
- b. The Business Administrator shall then hold a hearing with the grievant and the grievance committee.
- c. A written decision shall be rendered within ten school days of the Level Two submission date.

## 3. Level Three

- a. If not settled or decision is not rendered within twenty (20) school days following the Level Two submission date, the grievance may be submitted, in writing, on behalf of the grievant by the grievance committee to the Superintendent.
- b. The Superintendent or his designee, at the option of the Superintendent, shall hold a hearing with the grievant and the grievance committee.
- c. A written decision shall be rendered within ten (10) school days of the Level Three submission date.

## 4. Level 4 - Arbitration

- a. If a satisfactory decision is not rendered at Level Three and the grievance committee finds the grievance to be meritorious, arbitration may then be demanded.
- b. The grievance committee shall file for arbitration no later than twenty (20) school days after the submission date at Level Three.

## **Section D**

### Arbitration Process

1. The notice of arbitration must be in writing in the form of a notice to arbitrate with a copy served upon the Superintendent. The cost of arbitration shall be shared equally between the District and the Association.
2. The arbitrator shall have no power to add to, subtract from, or change any provision of this agreement nor to render any decision which conflicts with law. The decision of the arbitrator is final and binding on both parties.
3. Each party shall be responsible for its own expenses, for preparation, legal counsel, records, witnesses and other costs necessary to arbitration.

**Section E**

Miscellaneous

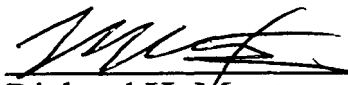
Whenever possible, grievance proceedings will be held after working hours. The chairman of the grievance committee and any employee personally involved in or required to attend grievance proceedings shall not suffer any loss of pay if the grievance proceedings are held during working hours. During the months of July and August, the time line contained in Section B is waived.

**ARTICLE XIX**


Duration

The provisions of this agreement shall be in effect July 1, 2004 through June 30, 2007.

**FOR THE DISTRICT**

  
\_\_\_\_\_  
Richard H. Montgomery, PhD.  
Superintendent of Schools

**FOR THE ASSOCIATION**

  
\_\_\_\_\_  
Dorene Hopkins  
Association of Office Personnel &  
School Aides

Dated: May 3, 2004

Dated: May 3, 2004

# Appendix A

## Windsor Central School District \* Grievance Form \*

Representative Unit \_\_\_\_\_ Date filed \_\_\_\_\_

1st Submission to \_\_\_\_\_ Level \_\_\_\_\_

At time of filing, all known person(s) or group affected: Aggrieved person(s) \_\_\_\_\_  
\_\_\_\_\_

Aggrieved group (by name) \_\_\_\_\_  
\_\_\_\_\_

Grievance chairperson(s) - by name \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract provision(s) violated \_\_\_\_\_  
\_\_\_\_\_

Manner Contract alleged to be violated (attach all appropriate data/facts, communications, and records known at 1st level).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief requested (be as specific as possible) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_  
(aggrieved person)

(Or) \_\_\_\_\_  
(chairperson, grievance committee)

NOTE: Submit exact copy of completed grievance form and attach copies of data/facts, communications, and records dealing with grievance to appeal level(s).

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## Appendix B

### Withdrawal from Health Insurance Coverage

Pursuant to the provisions of Article XI, Section G, Subsection 3a of the Collective Bargaining Agreement between the Windsor Central School District and the Association of Office Personnel and School Aides. I,           name of unit member          , hereby elect to withdraw from, or not join, the Health Insurance Program (hereinafter the "Program") that is available to the unit members in the Windsor Central School District.

I understand that I have the right to elect coverage in the Program for myself and my family, if I am so eligible. I understand that if I elect to withdraw from, or not join, such Program, that I will not be eligible for any benefits from such Program, with the sole exception of prescription drug coverage which I may elect to maintain by separate application. I understand that the District will not, in any way, be responsible for any health insurance obligations as a result of my withdrawal from the Program. I have also been advised that I should not elect to withdraw from such Program unless I have comparable health insurance coverage available from another source such as through a spouse.

I further understand that I will not be eligible to rejoin the Program until the next September following my application to rejoin unless I lose coverage through no fault of my own by a divorce, death of a covered spouse, or loss of health coverage by my spouse through loss of employment or other bona fide reason.

It is understood that the amount I will receive for waiving my right to join the Program is as listed in Article IX, Section G, Subsection 4 and shall be paid on or about the first pay period in December. If I do not remain outside of the coverage of the Program for the full school year, I understand that I will be responsible for repayment of a pro-rated portion of the amount received.

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

\_\_\_\_\_  
Signature of Unit Member

Witness

\_\_\_\_\_

**WINDSOR CENTRAL SCHOOL DISTRICT**  
**ASSOCIATION OF OFFICE PERSONNEL AND SCHOOL AIDES**  
*LEAVE REQUEST FORM*

NAME \_\_\_\_\_

DATE(S) OF INTENDED LEAVE \_\_\_\_\_

\*\*\*\*\*

I am requesting the following:

\_\_\_\_\_ SICK LEAVE (for unit members illness or medical visits)

\_\_\_\_\_ FAMILY SICK LEAVE (for family members illness or medical visits)

Relationship to unit member \_\_\_\_\_

\_\_\_\_\_ PERSONAL LEAVE

\_\_\_\_\_ BEREAVEMENT LEAVE

Relationship to unit member \_\_\_\_\_

\_\_\_\_\_ NON-REIMBURSABLE LEAVE

Explanation for request \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF APPLICANT \_\_\_\_\_

DATE \_\_\_\_\_

\*\*\*\*\*

*RECOMMENDATION OF IMMEDIATE SUPERVISOR*

\_\_\_\_\_ (DATE)      \_\_\_\_\_ (IMMEDIATE SUPERVISOR)      \_\_\_\_\_ RECOMMENDED

\_\_\_\_\_ NOT RECOMMENDED

\*\*\*\*\*

\_\_\_\_\_ (DATE)      \_\_\_\_\_      \_\_\_\_\_ APPROVED  
 \_\_\_\_\_ NOT APPROVED  
 \_\_\_\_\_ RECOMMENDED  
 \_\_\_\_\_ NOT RECOMMENDED

\_\_\_\_\_ (DATE)      \_\_\_\_\_ (SUPERINTENDENT)      \_\_\_\_\_ APPROVED  
 \_\_\_\_\_ NOT

APPROVED

\*See Definitions and Instructions on Reverse

## Definitions and Instructions

### Personal Leave

*Reimbursable (see Article X, Section A, Absences, Section 2):* Reimbursable personal leave is defined as that leave granted to conduct personal matters that cannot be transacted at any time other than during the regular workday. Personal leave will not be granted on the day before or the day following a holiday, recess or vacation, except in an emergency. Personal leave may not be used for mere personal convenience, personal profit or personal gain. Bargaining unit members that work four (4) hours or more per day shall receive three personal business days per year. Except in the case of an emergency, employees are required to give at least two workdays notice of a request for the use of personal leave.

\_ Application for Personal Leave shall be made on this form.

*Non-Reimbursable (see Article X, Section A, 4. Non-Reimbursable Personal Days):* Employees, upon application to and with approval of the Superintendent, may receive non-reimbursable personal days of absence from their assigned duties.

\*\*\*\*\*

### Bereavement Leave (see Article X, Section A, 3.):

Bargaining unit members that work four (4) hours or more per day shall receive up to five paid days per death in the immediate family. Immediate family is defined as one's mother, father, mother-in-law, father-in-law, brother, sister, wife, husband, children, grandparents, grandchildren, brother-in-law, sister-in-law, or one living in the employee's immediate household.

Up to three additional days may be granted by the Superintendent for Bereavement.

\*\*\*\*\*

### Family Sick Leave

*Reimbursable (see Article X, Section A, 1. Sick Days, b. Family Sick Leave):* Full time employees shall be allowed absence with pay for family illness for a maximum of five (5) days per contract year. Such reimbursable days shall be charged against sick day accumulated balance.