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Delhi Central School District And
Delhi Educ'L Support Staff Assn

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AGREEMENT

between the

**DELHI EDUCATIONAL SUPPORT STAFF
ASSOCIATION**

and the

DELHI CENTRAL SCHOOL DISTRICT

July 1, 1998 through June 30, 2002

DVS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

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CONCILIATION

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PRINCIPLES

- A. This Agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the classifications set forth in Article 1 attached hereto and made a part hereof.
- B. It shall be the public policy of the Delhi Central School and the purpose of this Agreement to promote harmonious and cooperative relationships between the Delhi Central School and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. The Board and the Association, the parties to the Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support, and seek to fulfill, in accomplishing the aforementioned goals.
- C. The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.
- D. 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 1 - RECOGNITION

- A. The Delhi Central School recognizes the Delhi Educational Support Staff Association as the certified and exclusive representative for collective negotiations under the Taylor Law with respect to wages, hours, and all other terms and conditions of employment. In the event of a challenge, the District will proceed according to the regulations of PERB and the Taylor Law.
- B. The Association affirms that it does not assert the right to strike against the employer, and it shall not cause, instigate, encourage or condone a strike.
- C. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all full-time personnel listed below:

Teacher Aides
Library Aides
Library Clerks
Playground Aides
Computer Aides
Nurses Aides
Study Hall Aides
Clerks
Typists
Registered Nurses
Licensed Teaching Assistants
Home/School Coordinators

Full-time employees are those who work a regular annual schedule, regardless of the number of days per week or hours per day.

- D. Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit above defined, and references to male employees shall include female employees.

ARTICLE 2 - NEGOTIATING PROCEDURES

- A. Not before December 1, but prior to February 1 of the year the Agreement is terminated and upon request of either party, both parties will enter into negotiations leading to a successor Agreement.
- B. By February 1, the Association shall meet with the Superintendent and submit in writing its complete package of proposals, to which the Superintendent shall respond prior to the first negotiations session.
- C. Negotiations shall commence with a meeting at a mutually satisfactory place within forty-five (45) calendar days after submission of the Association's proposals, unless the Superintendent and the Association mutually agree to an extension of time. The District shall make available to the Association, upon request, information within its possession which is relevant to negotiations and is available under the Freedom of Information Act. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- D. When consensus is reached on a successor Agreement, it shall be reduced to writing as a collective negotiated Agreement between the parties and submitted to the Association and the Board for ratification and/or necessary action.
- E. Copies of this Agreement will be prepared at District expense and distributed by the Superintendent. One (1) copy shall be kept in the school safe. The District will give the Association five (5) extra copies.

ARTICLE 3 - DEFINITIONS

The following terms shall have specific meanings as follows:

1. School District: The Central School District No. 1 of the Towns of Delhi, Kortright, Meredith, Franklin, Hamden and Bovina, commonly known as Delaware Academy and Central School District and legally known as Delhi Central School.
2. Board of Education or Board: The Board of Education of the School District.
3. Superintendent: The Chief School Administrator of the School District.
4. School Year: The period commencing on the first (1st) day of July in each year and ending on the thirtieth (30th) day of the following June.
5. Full-Time Employee: Those who work a regular annual schedule, regardless of the number of days per week or hours per day.

ARTICLE 4 - RIGHTS OF THE ASSOCIATION

- A. The Association shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement; to designate its own representatives and to appear before any appropriate official of the employer to effect such representation, to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the employer or any of its agents. The Association shall have the sole and exclusive right to pursue any matter or issue including, but not limited to, the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any Court of competent jurisdiction, whichever is appropriate.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.
- C. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Employees shall, within the workday, only conduct Association business at such times as are mutually acceptable to the employee and the Principal and/or Superintendent.
- D. The Superintendent shall grant up to two (2) days leave with pay annually to the President of the Association (or designee) to attend NEA/NY Lobby Day and/or the Presidents' Conference. There will be no charge for a substitute for the above mentioned days. If the President (or designee) requires other days off for Association business, the cost of a substitute, if required, shall be paid by the Association.
- E. Any performance contract with an outside agency affecting the bargaining unit may not be entered into without the approval of the Association.

ARTICLE 5 - RIGHTS OF EMPLOYEES

- A. Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the Association without fear of coercion, reprisal, or penalty from the Association or the employer.
- B. Employees may join and take an active role in the activities of the Association without fear of any kind of reprisals from the employer or its agents.
- C. Any dispute concerning a questionable decision or action taken by an employee shall be discussed privately between the employee and the administrator. Prior to the administrator taking any formal disciplinary action, including but not limited to insertion of a letter in an employee's folder describing the discipline, a conference will be held informing the employee of the action to be taken. The employee will have the right of Association representation at this conference.

ARTICLE 6 - RIGHTS OF THE EMPLOYER

- A. Except as otherwise specifically provided in this Agreement, the employer shall have the customary and usual rights, powers and functions to direct the employees, to hire, promote, suspend, and to take disciplinary action, and to otherwise take whatever actions necessary to carry out the mission of the employer pursuant to existing practices unless altered by this Agreement.
- B. Under the terms of this Agreement and pursuant to the Public Employees Fair Employment Act, the employer shall negotiate collectively and in good faith with the Association in the determination of salaries and the terms and conditions of employment and to enter into a written Agreement with the Association.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. Purpose

It is the desired objective of the parties to encourage the prompt and informal resolution of employer/employee problems in relations to terms and conditions of employment as they arise, and to provide recourse to orderly procedure for the satisfaction of such grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definitions

- 1. Grievance - Any alleged violation of the terms and conditions of employment within the provisions of this Agreement. The term "grievance" shall not include any matter involving any law or any rule or regulation having the force and effect of law.
- 2. Days - Work days as designated in the current school calendar.
- 3. Principal - The Building Principal.
- 4. Association - Delhi Educational Support Staff Association.
- 5. Aggrieved Party - Any employee, group of employees, or Association representative employed by the District filing a grievance.
- 6. Party In Interest - Any employee or group of employees named in the grievance who is not the aggrieved party.

C. Procedure

1. Time Limits

- a. Failure to present a grievance within twenty (20) days after the occurrence of the claimed grievable event or of the aggrieved person's first knowledge of that event shall result in a waiver of all rights under this procedure.
- b. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Levels of Review

a. Level I - Informal Meeting

A grievance will first be discussed with the aggrieved person's principal, with the objective of resolving the matter informally, at which time the aggrieved person may:

- 1) Discuss the grievance personally, or
- 2) Request an Association representative to accompany him/her, or
- 3) Request an Association representative to act in his/her behalf.

Within five (5) days of the informal discussion, if the aggrieved person would like a written response, the aggrieved person must submit the grievance in writing to his/her principal. The grievance must specifically state exactly which Article, Section and sentence of the Contract has been violated and state in a detailed manner exactly how the Contract was violated. Within ten (10) days after the written presentation of the grievance to the principal, the principal shall make his/her decision and communicate the decision and reasons therefore in writing to the employee presenting the grievance, to the Association, and the Superintendent. In order to proceed to Level II, a grievance must be submitted in writing within the specified time limits at Level I, unless such time limits have been mutually waived.

b. Level II - Superintendent's Review

If the aggrieved employee is not satisfied with the decision arrived at under Level I, or if no decision has been rendered within the specified time period and no waiver of time limits has been agreed to he/she may, within five (5) days of the date the decision was received or was due to have been received, file with the Clerk of the District an appeal in writing on jointly designated forms supplied by the District, requesting the Superintendent to review the matter. Such appeal shall include, among other things, a summary of the grievance and the relief requested.

The Superintendent or his/her designee shall meet with the employee and his/her representative (if the employee desires a representative) at a reasonable time and place within five (5) days after the presentation of the jointly designated forms to the Clerk's office. Such a meeting shall be an attempt to resolve the grievance.

Within ten (10) days after such a meeting or meetings, the Superintendent or his/her designee shall make a decision in writing, setting forth his/her conclusions with respect to the grievance, and setting forth his/her reasons for such conclusions. A copy of such decision shall be given to the employee, the Association, and the Clerk of the District.

c. Level III - Board of Education

If the aggrieved employee is not satisfied with the decision at Level II, or if no decision has been rendered within the specified time period and no waiver of time limits has been agreed to, an appeal may be filed in writing with the Clerk of the District within fifteen (15) school days of the date the

decision was received or was due to have been received on a jointly designated form.

At its next regularly scheduled meeting after receipt of an appeal, the Board shall hold a hearing on the grievance, provided the appeal has been submitted to the Board at least five (5) working days in advance of the meeting. The hearing will be conducted in Executive Session.

Within fifteen (15) school days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.

d. Level IV - Arbitration

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level III, or if no decision has been rendered within fifteen (15) school days of the Board level hearing, the aggrieved person may request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration through the American Arbitration Association within fifteen (15) days after receipt of a request by the aggrieved person, with notice to such effect to the Board at the same time.

Within ten (10) days after notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Association and the Board and shall be final and binding on the parties.

The costs for the services of the arbitrator, including expenses if any, shall be borne equally by the Board and the Association.

D. Miscellaneous

1. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any employee.

3. Forms for filing grievances and making appeals shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative as referred to in this Article.

E. Grievance Form

DELHI EDUCATIONAL SUPPORT STAFF ASSOCIATION -- GRIEVANCE FORM

Aggrieved party _____

Date first knowledge action occurred _____

Article, section and sentence of the contract violated _____

Details on how the contract was violated _____

Statement of grievance _____

Redress sought _____

Date of Informal _____

Date of Formal _____

Disposition _____

Disposition _____

Date of Response _____

(Attached)

Appealed on _____

Date of Level II _____

Disposition _____

Appealed on _____

Date of Level III _____

Disposition _____

Appealed on _____

Date of Level IV _____

Disposition _____

When a grievance is appealed beyond the Formal Stage, then the reasons the decision was not acceptable will be set forth in writing and attached to this paper.

ARTICLE 8 - WORK SCHEDULE

A. Work Year

The work year of employees shall be as follows:

Twelve (12) months - July 1 through June 30

Teacher Aides
Clerks
Typists

Ten (10) months - September 1 through June 30

Teacher Aides
Library Aides
Library Clerks
Playground Aides
Computer Aides
Nurses Aides
Study Hall Aides
Registered Nurses
Licensed Teaching Assistants
Home/School Coordinators

B. Daily Work Hours

Twelve (12) month employees:

While school is in session -

Monday - Thursday 7.75 hours exclusive of a 45 minute lunch
Friday 7.25 hours exclusive of a 45 minute lunch

When school is not in session -

Monday - Thursday 7.25 hours exclusive of a 45 minute lunch
Friday 6.75 hours exclusive of a 45 minute lunch

Ten (10) month employees excluding playground aides:

Monday - Friday 6.50 hours exclusive of a 45 minute lunch

The additional 0.5 hours added effective July 1, 1989 will be placed at the end of the day.

Ten (10) month employees may work twelve (12) month employees' hours when school is in session.

In order to give more flexibility to the District, the Aide positions may vary between the hours of 7:30 a.m. to 5:30 p.m. (within a minimum of 6.15 hour day and a 31.15 hour work week) as determined by the Superintendent.

All new part-time positions will be two (2) to three and one-half (3 1/2) hours. It is not the intent of the Superintendent or the Association to utilize part-time staff to reduce current full-time positions or replace future full-time positions with part-time employees.

School nurses (ten [10] month employees) and Home/School Coordinators who opt for a thirty (30) minute paid lunch instead of the above shall be required to remain available in their assigned building during the thirty (30) minute lunch period.

Playground Aides:

Monday - Friday 2 hours per day, of which 1.5 hours represents actual playground duty

Employees shall indicate their presence for duty by the appropriate sign-in procedure.

C. Overtime

1. Overtime shall be paid at the rate of one and one-half (1.5) times the employee's regular hourly rate for all time worked in excess of forty (40) hours in any work week, or the employee, at his/her option, shall accrue compensatory time at the rate of one and one-half (1 1/2) hours for each overtime hour worked. Overtime may be worked only with permission of the immediate supervisor, and shall conform to the requirements of the Fair Labor Standards Act.
2. If, with the approval of the Building Administrator and Superintendent, a unit is requested to stay after regular hours for meetings, workshops, or other job training or work-related activities, they shall be paid their hourly rate for the additional time up to forty (40) hours after which 8.C.1 is in effect.
3. For the purpose of determining forty (40) hours, only days worked by the employee shall count as regular work days.
4. The hourly rate of pay for twelve (12) month employees shall be computed on the basis of a 1922 hour work year. For ten (10) month employees the work year shall be 1280.50 hours.

D. Vacation Schedule

1. Vacations may be used on a yearly calendar of August 1 through July 31. Vacation eligibility shall be determined as of July 1 of each year for twelve (12) month employees only.
2. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor.

One (1) of two (2) weeks must be taken during July and August
One (1) of three (3) weeks must be taken during July and August
Two (2) of four (4) weeks must be taken during July and August

3. Employees shall be eligible for vacation on the following basis:

- a. First year of employment

<u>Months on Job</u>	<u>Days of Vacation</u>
1 - 5	0
6 - 12	5

- b. One (1) or more years' employment

<u>Years of Service</u>	<u>Weeks of Vacation</u>
1 - 5	2
6 - 10	3
First July 1 after ten (10) years' service	3 or 4*

*Employees eligible for four (4) weeks of vacation have a one-time option of receiving a four percent (4%) salary increase based upon their previous year's salary instead of the fourth week's vacation entitlement.

To be eligible for this benefit, the employee must have accumulated a minimum of seventy (70) sick leave days by the 1988-1989 school year.

4. Employees moving from a ten (10) month position to a twelve (12) month position shall be credited with one-half their previous service in the District for purposes of determining vacation entitlement.

E. Holiday Schedule

There shall be fifteen (15) paid holidays, as specified in Appendix B of this Agreement for twelve (12) month employees. Ten (10) month employees shall be paid for ten (10) holidays, as specified in Appendix B.

F. Summer/School Vacation Work Hours

1. Summer/school vacation work hours for twelve (12) month employees shall apply on all days when school is not in session.
2. Summer/school vacation work hours for twelve (12) month employees shall be 8:00 a.m. to 3:30 p.m. inclusive of a forty-five (45) minute lunch hour.

G. Breaks

1. Employees shall be entitled to one (1) uninterrupted twenty (20) minute break prior to lunch.
2. Break times and lunch time shall be approved by the immediate supervisor. Lunch time will be during the time that the cafeteria is open for lunch unless the employee and supervisor agree to a different time.

H. Snow/Emergency Closing Days

1. All ten (10) month contract employees will be paid for days when school is canceled due to weather or other emergency by the Superintendent or his/her designee, as part of the one hundred ninety-seven (197) day work year.
2. Twelve (12) month office personnel will be expected to report to work by 9:30 a.m. on such days. In such cases the Superintendent may, at his/her discretion, dismiss these employees earlier than normal dismissal or excuse them from reporting to work.

ARTICLE 9 - PERFORMANCE APPRAISAL

A. The following form shall be used for all evaluations.

DELHI CENTRAL SCHOOL DISTRICT -- PERFORMANCE APPRAISAL

Name _____ Location _____ Date _____

Position _____ Date of Employment _____

ITEMS

A. Competency in Position Exceeds Expectations Meets Expectations Needs Improvement

Consider knowledge of own job and related jobs; completion of work on schedule; accuracy and thoroughness; compliance with instructions.

Comments / Recommendations:

B. Work Habits Exceeds Expectations Meets Expectations Needs Improvement

Consider responsibility and dependability; observance of rules and regulations; ability to plan and organize work; desire to do a good job.

Comments / Recommendations:

C. Attitude Exceeds Expectations Meets Expectations Needs Improvement

Consider support of and willingness to do their job to be of service to the schools; cooperativeness; enthusiasm; desire to learn and grow.

Comments / Recommendations:

D. Personal Traits Exceeds Expectations Meets Expectations Needs Improvement

Consider relations with staff, superiors, public, self-control, tact, courtesy, friendliness, emotional stability under stress.

Comments / Recommendations:

=====

Employee Comments:

Signature

Date

Request for Management Review Yes

No

Signature

Date

Copies:

Employee's File

Employee's Copy

Evaluator's Copy

ARTICLE 10 - SALARIES

A. Salary Schedule

The salary of all employees covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.

B. Longevity Pay

1. Longevity increments shall be paid to employees for years of service to the District, exclusive of periods of unpaid leave.
2. Longevity increments shall be granted the following July 1 to employees who have completed ten (10), fifteen (15), twenty (20), and twenty-five (25) years of service to the District as of June 30 of any given year.

Employees working 25 or more
hours per week or earning more
than \$7,000 per year for ten (10)
or more months per year

Employees working fewer than 25
hours per week or earning less
than \$7,000 per year for ten (10)
or more months per year

\$270
\$270
\$270
\$270

10 years
15 years
20 years
25 years

\$135
\$135
\$135
\$135

ARTICLE 11 - LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave will accumulate at the rate of one (1) day per working month during the year, the total of which will be available as earned with full pay for personal illness or illness within the immediate family, to a maximum of two hundred sixty (260) days for twelve (12) month employees and two hundred (200) days for ten (10) month employees.

For employees working fewer than five (5) days per week, these shall be prorated based on the percentage of the week worked. For example, an employee working four (4) days per week for ten (10) months shall receive:

$10 \text{ days} \times 80\% = 8 \text{ days}$

- a. For purposes of this Article, immediate family will consist of mother, father, brother, sister, husband, wife or child.
- b. The building principal may, at his/her discretion, expand the definition of "immediate family".
2. The Superintendent may, at his/her discretion, advance up to twelve (12) sick days in extraordinary circumstances.
3. There will be no debit against sick leave due to an absence covered under the Workers' Compensation Law.
4. The employer has the right to request a physician's certificate in verification of the use of sick leave.
5. Absence due to illness is to be reported in at least one (1) hour prior to work time.

B. Personal Leave

1. Each full-time employee working five (5) days per week shall be allowed four (4) personal leave days with full pay during each school year. Employees working fewer than five (5) days per week shall be granted prorated days as in A. I. above.

The following reasons are not sufficient to warrant a personal leave day:

- a. Vacation
- b. Shopping
- c. Day preceding or day following a vacation, except where a reason is given and approval is given by the Superintendent
- d. Convention or trip not applicable to school business
- e. Personal convenience or enjoyment
2. Employees planning to use personal leave days shall notify their immediate supervisor at least one (1) day in advance, except in cases of emergency.
3. Unused personal leave days shall accumulate as sick days.

C. Bereavement Leave

Each employee will be allowed up to five (5) days per school year for death in the immediate family. If additional days are needed, the employee will be allowed to use his/her personal leave days. The building principal may, at his/her discretion, expand the definition of the term "immediate family" as used in A. I. above.

D. Employee Organization Leave

NEA/NY representatives or delegates will be granted leave with pay to attend the annual NEA/NY and NEA Conventions. Leave for this purpose will be in addition to all other leaves granted by this Agreement.

E. Jury Duty

Bargaining unit members called to serve on a jury shall be compensated by the difference between their regular salary and the amount of compensation received as a juror.

F. Educational Improvement Leave

1. Employees may be granted time off with pay for the purpose of attending courses, conferences, or workshops related to their employment responsibilities.
2. Employees may be reimbursed for the costs of taking courses of training or attending conferences or workshops which may be of benefit to both them and the Delhi Central School District.
3. Advanced notification of and approval by the immediate supervisor and the Superintendent for the training, conference, or workshop must be obtained by the employee in order to receive time off and reimbursement. If approval is not given ten (10) days before the conference, it may be assumed it has been granted.

G. Other Leaves of Absence

1. The Board may grant a leave of absence to full-time employees for a full year, and/or any portion thereof to finish a school year. Such leaves may be extended on recommendation of the Superintendent.
2. Such a leave shall be without pay and shall preserve the employee's status regarding accumulated leave and the employee's right to return to a job within the employee's schedule and classification area.

ARTICLE 12 - TUITION WAIVER

- A. All members, currently employed at the signing of this document, shall be grandfathered from paying a tuition charge. (February 10, 1998)
- B. This waiver of tuition charges for all current employees, shall also apply to any future children of current employees.
- C. Any new employees hired and belonging to this unit shall be required to pay the established tuition charges, if he/she lives out of the District, but desires their child(ren) to attend Delaware Academy and Central School.

ARTICLE 13 - VACANCIES AND JOB SECURITY

A. Vacancies

The Association President shall be notified of all unit vacancies within seven (7) working days of Board action creating any such vacancies.

B. Seniority

Seniority shall be defined as the length of continuous employment since the last date of hire with the School District within the bargaining unit recognized by this Agreement.

Such seniority shall be controlling in cases of layoff and recall.

ARTICLE 14 - EMPLOYEE ADMINISTRATION LIAISON

- A.** The Association's representatives shall meet with the Superintendent at least once every calendar quarter during the year, if requested by either party, to review and discuss current problems and practices of mutual interest and the administration of this Agreement.
- B.** It is clearly understood that these representatives are not to be construed in any way as a negotiating team and are without the power to modify the current Agreement.
- C.** For the purpose of developing continuing communications between the Board and the Association, it is understood that the parties may:
 - 1. Establish their own rules and procedures
 - 2. Discuss anything of mutual concern
 - 3. Use any outside consultants freely in order to clarify information
- D.** This provision shall apply for the duration of the current Agreement only, unless extended by mutual agreement.

ARTICLE 15 - INSURANCE PROTECTION

To be eligible for insurance benefits, an employee must work thirty (30) hours per week, for a minimum of ten (10) or more months per year.

A. Health Insurance

- 1. The District will provide ninety percent (90%) of the premium cost for Individual and Family coverage for all eligible employees covered under the Catskill Area Schools Employee Health Care Plan.
- 2. The District reserves the right to change insurance plans; the impact of the change must be negotiated.

B. Insurance Protection

Any changes in Health Insurance benefits to current employees or retirees must be negotiated with the Delhi Educational Support Staff Association.

C. Dental Insurance

Employees are guaranteed a dental plan comparable to Blue Shield's Plan A Basic and Supplemental Basic, plus periodontics and prosthetics. A rider for orthodontics is included in the Family plan only. The District agrees to pay one hundred percent (100%) of the individual employee's cost, and seventy-five percent (75%) for family coverage, for a plan chosen by the District.

ARTICLE 16 - EMPLOYEE ASSISTANCE PROGRAM

- A. The School District shall offer at no cost to the employee, an Employee Assistance Program to its employees. Under this program, staff may call a toll free number (1-800-252-4555) when experiencing difficulties, conflicts or situations which may appear to be overwhelming to them. All calls are confidential, except calls relating to child abuse or harming a fellow employee. Client referral categories include, but are not limited to: alcohol and drug abuse, emotional problems, marital/relationships, financial, family or legal concerns. In dealing with complex cases, each employee is entitled to three (3) free sessions with a licensed psychologist per individual/per difficulty. Employee Services Incorporated would assist in setting up these sessions with locally affiliated personnel.

ARTICLE 17 - RETIREMENT

- A. Tier I and II employees hired prior to July 28, 1976 shall be provided with benefits under the New York State Employee Retirement System Career Plan, Section 75(I). Employees hired after July 27, 1976 shall be provided the pension plan in effect on the date of hire.
- B. Upon retirement, unused sick leave shall be applied toward additional service credit.
- C. Personnel with at least twelve (12) years of experience in the Delhi Central School District and have attained the age of fifty-five (55) or older, shall, upon retirement, be entitled to a lump sum retirement incentive of twenty-five percent (25%) of their final years salary.

ARTICLE 18 - DEDUCTION FROM SALARY

A. IRS - Section 125

The District shall provide, at no cost to the employee, an IRS-125 POP Plan starting with the school year 1995-1996. Starting in the school year 1996-1997 the District shall provide, at no cost to the employee, an IRS-125 Cafeteria Plan.

B. Dues Deduction

1. The Board shall provide through its payroll facilities a means of deducting the dues of the Association where requested by the individual employee.
2. The Board agrees to transmit a check for the total sum deducted to the Association within a period of twenty (20) days following such deductions.
3. Dues deductions shall be made in equal installments over the last twenty (20) pay periods of the school year.

4. The employee's authorization for dues deduction shall be in writing, on the following form of authorization:

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

Social Security Number _____
Last Name _____
District Name _____
Association _____

To the Board of Education:

I hereby authorize you according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to said Association, dues as certified by said Association. I hereby waive all right and claim to said moneys so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority 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.

Member Signature _____ Date _____

ARTICLE 19 - MISCELLANEOUS PROVISIONS

- A. The employer and the Association realize they have a responsibility to promote and provide equal opportunities for employment and, as such, it shall be the positive and continuing policy of the employer and the Association to assure an equal opportunity in employment regardless of race, creed, color, religion, sex, national origin, or marital status.
- B. If any Article or part thereof of 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 Articles of the Agreement or any addition thereto shall not be affected.
- C. Any individual contract between the Board and an individual employee, heretofore or hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE 20 - DURATION OF AGREEMENT

- A. The parties agree that all negotiable items have been presented at the table and have been discussed during the negotiations leading to this Agreement. The parties, therefore, agree negotiations will not be reopened on any item, whether or not contained herein, during the term of this Agreement, unless by mutual consent.
- B. The provisions of this Agreement shall be effective as of July 1, 1998 and shall remain in full force and effect until June 30, 2002. This Agreement shall not be extended orally, but shall remain in full force and effect until a successor Agreement is negotiated between the parties and agreed to in writing.

AGREED this 12th day of January, 2000.

FOR THE ASSOCIATION

Rosemarie D. Bryden
Rosemarie Bryden, President

FOR THE DISTRICT

Richard A. Dillon
Richard Dillon, Interim Superintendent

APPENDIX A

- A. Minimum entry level salaries for the duration of this Agreement shall be based upon the following hourly rates:

	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>
Teacher Aide	\$5.90	\$5.90	\$6.05	\$6.20
Library Aide	5.90	5.90	6.05	6.20
Library Clerk	5.90	5.90	6.05	6.20
Playground Aide	5.90	5.90	6.05	6.20
Computer Aide	5.90	5.90	6.05	6.20
Nurses Aide	5.90	5.90	6.05	6.20
Study Hall Aide	7.75	7.75	7.90	8.05
Clerk	6.35	6.35	6.50	6.65
Typist	7.00	7.00	7.15	7.30
Registered Nurse	9.60	9.60	9.75	9.90
Licensed Teaching Assistant	11.25	11.25	11.40	11.55
Home/School Coordinator	7.00	7.00	7.15	7.30

- B. Current employees shall receive total salary increases as follows:

For the 1998-1999 school year, increases will be determined by increasing the 1997-1998 hourly rate by three and forty-five hundredths percent (3.45%).

For the 1999-2000 school year, increases will be determined by increasing the 1998-1999 hourly rate by three and forty-five hundredths percent (3.45%).

For the 2000-2001 school year, increases will be determined by increasing the 1999-2000 hourly rate for all ten (10) month employees by four percent (4%) and by four and one-half percent (4.5%) for all twelve (12) month employees.

For the 2001-2002 school year, increases will be determined by increasing the 2000-2001 hourly rate of ten (10) month employees by four percent (4%) and by four and one-half percent (4.5%) of twelve (12) month employees.

- C. Twelve (12) month employees shall receive a salary equal to hours and days worked in accordance with Article 8, Sections B. and F. (1922 hours) times the hourly rate.
- D. Ten (10) month employees shall receive a salary equal to their hours per day times one hundred ninety-seven (197) days, or the appropriate proportion of those days for employees working fewer than five (5) days per week. All ten (10) month employees will work, as a maximum, all teacher work days in the student calendar.
- E. Teacher Aides assigned to work one on one with individual students shall receive an additional thirty cents (\$.30) per hour added to their salary.

APPENDIX B

A. Twelve (12) month employees shall be paid for the fifteen (15) holidays in the District Holiday Schedule, and ten (10) month employees shall be paid for the following ten (10) holidays:

- Columbus Day
- Veterans Day
- Thanksgiving (2 days)
- Christmas Day
- New Years Day
- Martin Luther King, Jr. Birthday
- Washington's Birthday
- Good Friday
- Memorial Day

Add floating holiday for twelve (12) month employees during 1992 (leap year) and all other leap years. This floating holiday must be taken between the opening day of school and June 30 of each year.

TYPED AND PRINTED BY . . .



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