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# An Agreement between the

**SUPERINTENDENT OF SCHOOLS OF THE  
ROYALTON-HARTLAND CENTRAL SCHOOL DISTRICT**

and the

**THE CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL  
1000 AFSCME, AFL-CIO, LOCAL 872  
ROYALTON-HARTLAND EDUCATIONAL SECRETARIES UNIT**



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RELATIONS BOARD  
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ADMINISTRATION**

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RELATIONS BOARD  
JULY 1, 2008 to JUNE 30, 2011**

**FEB 02 2009**

**ADMINISTRATION**



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## PREAMBLE

This Agreement is made and entered into this 8th day of August 2008, by and between the Chief Executive Officer of the Board of Education of the Royalton-Hartland Central School District, "the Board," and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Local 872, Royalton-Hartland Educational Secretaries Unit.

The Board recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Local 872, Royalton-Hartland Educational Secretaries Unit, as the sole and exclusive representative for the purpose of collective negotiations and the administration of grievances of the employees of the District in the aforementioned unit, including all full-time and part-time, ten and twelve month employees in the following titles: Clerk Typist I/Clerical I, Clerk Typist II/Clerical I, Senior Typist I/Clerical II, Account Clerk-Typist/Account Clerical I, Senior Library Clerk, Applications Programmer.

## PRINCIPLES

The Board and the Association recognize that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board and the Association to discuss matters of mutual concern and to reach a mutually satisfactory agreement of these matters. To this end, free and open exchange of views is desirable and necessary with representatives of all parties participating in deliberations.

## DEFINITIONS

"The District" means the Royalton-Hartland Central School District, and is intended to refer to it as the employing entity. It applies to all persons

(e.g., the Superintendent/Chief Executive Officer, administrators, supervisors) and bodies (e.g., the Board of Education itself) properly authorized to act on behalf of the District.

“Board” means the Board of Education itself and applies only when it is intended that the Board itself shall act or refrain from action.

“Superintendent” means the person appointed by the Board to serve on a regular or acting basis as Superintendent/Chief Executive Officer.

“Association” means the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Local 872, Royalton-Hartland Association of Educational Secretaries.

“Employee” means a person incumbent in a position included in the unit described in the Preamble to this Agreement, but does not mean such a person who is a temporary employee or who is regularly scheduled to work less than thirty-five hours per week for the District.

“Clerical Staff” refers to Clerk Typist I/Clerical I, Clerk Typist II, Senior Library Clerk, Senior Typist I, and Account Clerk/Typist.

“Clerk Typist I/Clerical I” refers to a person who types on a regular basis, is responsible for daily routine of that particular office, and does general office work.

“Clerk-Typist II/Clerical I” refers to a person who types and does general office work as directed.

“Senior Library Clerk” refers to a person who assists with simple library work, part of which may involve contact with the public in any library as required.

"Senior Typist I/Clerical II" refers to a person who performs difficult and varied typing and clerical tasks.

"Account Clerk-Typist/Account Clerical I" refers to a person who performs clerical work involving financial record-keeping, reviewing, and related tasks, and typing.

"Applications Programmer" refers to a person who writes, modifies, maintains, and supports computer software within the school district.

"Party" means the District or the Association.

"Parties" means the District and the Association.

"Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.

"Amendment" means a written change in a term and condition of employment contained in this Agreement which is made during the term of this Agreement by mutual consent of the parties. An amendment to such a term and condition of employment shall only become effective upon the ratification of the amendment by the membership of the Association and the membership of the Board and its execution by the proper officials of the Association and the District.

"Fiscal year" means the period which begins at 12:01 a.m. on July 1 of each year and ends at midnight on the next following June 30.

A "regular" full-time 10 month employee" means an employee who is regularly scheduled to work at least 185 days of the fiscal year and at least 35 hours per week.

A "regular full-time 12 month employee" means an employee who is regularly scheduled to work at least 220 days of the fiscal year and at least 35 hours per week.

"Execution date" means the date identified as such under the heading "duration" of this Agreement which shall be the date on which the parties both sign this Agreement or, if the parties sign on different dates, then the latest date on which a party signs.

"Active payroll" refers to the time when the employee is being paid for working or is on paid leave time pursuant to this Agreement as opposed to the time when the employee is on unpaid status such as absent without pay, or unpaid leave or on layoff.

"Unit" and "negotiating unit" each mean the employer-employee negotiating unit as set forth in the Preamble to this Agreement.

"Supervisor" means the employee's immediate supervisor.

For the purpose of calculating any period of working days specified in this Agreement, "working day" means any day except a Saturday, a Sunday, or paid holiday specified in this Agreement.

### **AMENDMENTS AND WAIVERS**

During the term of the Agreement, the parties agree that they shall not delete, waive or change any provision of this Agreement without first proposing a written amendment; negotiating the deletion, waive or change with the other party if the other party agrees that negotiations should occur; ratifying the negotiated modification; and executing a written amendment which shall be included in and made a part of the

Agreement. It is the intent and agreement of the parties that neither party shall have the right to insist upon negotiating any matter whether or not referred to in this Agreement. Nothing in this paragraph shall be construed to preclude negotiations for a successor to this Agreement.

### **INTERPRETATION AND LEGAL EFFECT**

Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:

- a) A word used in the masculine gender applies also in the feminine.
- b) A word used in the singular number applies also to the plural.
- c) This Agreement speaks as of the time it is being applied.
- d) Each provision in this Agreement is severable from every other provision.
- e) Language in this Agreement is to be construed as strictly against one party as against any other. It is immaterial which party suggested it.
- f) Each letter appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement, and is incorporated into this Agreement by reference.
- g) Giving notice to the District means giving notice in writing to the Superintendent by delivering it to him in person (in which case he shall sign a receipt therefore) or by sending it to him by registered mail or telegram addressed to him at Royalton-Hartland Central School District, 54 State Street, Middleport, New York 14105.

## **ARTICLE 1 - RECOGNITION**

The District recognizes the rights of the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, Local 872, Royalton-Hartland Educational Secretaries Unit, as the sole and exclusive representative of the employees included in the negotiating unit for the purpose of collective negotiations and the administration of grievances as well as other rights which are inherent to such representative, including but not limited to: the administration of the terms and conditions of employment contained in this Agreement; the representation of employees in all matters affecting their terms and conditions of employment; the pursuit of any such matter it deems has merit to any court, administrative body, agency or board of competent jurisdiction; the management of its own affairs without interference from the District, its agents or representatives; and the right to establish its own goals and objectives.

## **ARTICLE 2 - MANAGERIAL RIGHTS**

The District reserves and retains solely and exclusively all of its inherent rights to manage the District as such rights existed prior to the execution date of this Agreement, except to the extent that they are modified by express provisions of this Agreement or are contrary to law. The sole and exclusive rights of the District include but are not limited to: its right to establish, continue, change or abolish any or all of the District's policies, practices, rules, regulations and procedures as they relate to the operation of its schools and programs; to determine the number, location, hours and type of its operations; to determine to what extent the required work shall be performed by employees covered by this Agreement; to determine the number, classification and duties of employees; to determine the necessity for filling a vacancy; to determine

the methods, processes, equipment and materials to be used in the District's operations; to judge the efficiency and competency of employees; to establish and maintain a job evaluation program; to establish and change work assignments; to select, hire, direct, transfer and promote employees; to layoff employees; to establish, change, and enforce rules for the conduct of employees; and to discipline and discharge employees. Anything which this Agreement requires or permits the Superintendent to do may be done by a person designated by the Superintendent to act on his behalf.

### **ARTICLE 3 - NEGOTIATIONS**

A free and open exchange of the items in the articles of this contract is desirable and necessary with the representatives of all parties participating in deliberations.

The parties agree to begin negotiations for a successor to the Agreement in the last fiscal year of this Agreement following written notice by one party to the other party that it wishes to begin negotiations. Such notice may not be given earlier than March 1 of the last fiscal year of this Agreement.

At the first and each subsequent negotiations meeting, the parties shall set the date for the next collective negotiations meeting, if any, but such date may be changed thereafter by mutual consent of the principal spokesman for the parties.

Each party shall inform the other in writing of the name, address and telephone number(s) of its principal spokesman for collective negotiations and the name of each member of its negotiating team. All correspondence with respect to the negotiations shall be conducted between the principal spokesmen.

#### **ARTICLE 4 - DUES DEDUCTION**

The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deductions of dues for employees covered under this Agreement. Such dues deductions shall commence with the second payroll each September and continue for twenty (20) biweekly deductions.

The Association will be responsible to notify the District Business Office of the names of each Association member and the amount to be deducted from those members, authorizing such deductions. The employer agrees to submit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, each month, a listing of the deductions. The Association agrees to hold the District harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.

#### **ARTICLE 5 - STRIKE PROHIBITION**

The Association agrees that it does not have the right to strike or engage in any work stoppage against the District, and, therefore, shall not cause, instigate, encourage or condone such action on the part of any or all of its members.

#### **ARTICLE 6 - FAIR PRACTICES**

The Association agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent all employees without activities of any secretarial organization.

## ARTICLE 7 - GRIEVANCE PROCEDURE

### Section 7.1 Basic Principles and General Provisions

7.1.1 A "grievance" can be submitted with respect to any act of the District which violates or misapplies a provision of this Agreement.

7.1.2 A grievant is: a) an employee, or b) a group of employees who have the same immediate supervisor, or c) the Association, who submits a grievance. An employee or such a group of employees must submit a grievance at Step 1. The Association may submit a grievance when: the employees who are aggrieved by the act of the District in question have more than one supervisor, or when a right granted by this Agreement to the Association as such (as distinct from a right of an employee or group of employees) has been violated by an act of the District. The Association must submit a grievance at Step 2.

7.1.3 An employee shall continue to perform his duties even though he may feel himself aggrieved, except when it is determined jointly by representatives of the Association and the District that the continuance of those duties would affect the employee's health or safety adversely.

7.1.4 It is essential that the time limits set forth in this Article be followed by the parties and the employees. However, the parties may by mutual consent extend any such time limit provided that such extension must be evidenced by a written memorandum dated and signed by an authorized representative of each party. Consent to an extension shall not be withheld unreasonably by either party. If the grievant exceeds a time limit without having obtained an extension, the grievance is deemed barred and need not be further considered by the District. If the District does not give an answer on or before the last

day of a time limit, the grievant may appeal as though the answer had been given on such last day.

7.1.5 The purpose of the grievance procedure set forth in this article is to provide an exclusive method for resolving differences which arise out of the misapplication or violation of a provision of this Agreement. Therefore, an employee shall have the choice of either submitting a grievance in accordance with the procedure provided herein or commencing a proceeding before a judicial administrative or legislative body or a person for resolution of the difference.

7.1.6 It is the intent of this grievance procedure to provide for the orderly settlement of grievances. The resolution of a grievance at the earliest possible step is encouraged.

## **Section 7.2 Procedure**

**7.2.1 Step 1** A grievance must be submitted on the form shown in Appendix A of this agreement by the grievant to his supervisor and the Association representative not later than the tenth working day after the day on which occurred the act of the District which is the subject of the grievance. If that act of the District is considered to be a continuing act, any remedy granted pursuant to this grievance procedure shall not apply to any period of time prior to the twentieth consecutive working day preceding the submission of the grievance. Notwithstanding the foregoing, the ten working day time limit referred in the first sentence of this paragraph shall be extended by the number of working days during which the grievant is then on a paid or unpaid leave of absence, but such extension shall not be for more than thirty (30) working days. The supervisor has ten (10) working days after the day on which the grievance was submitted to answer the grievance in writing. During that ten working day period, the supervisor, the grievant and the Association representative shall meet to discuss the grievance if either so requests. Others

who have knowledge of the matter shall meet with the supervisor if he so requests. If the grievant is not satisfied with the answer, he has ten (10) working days after the day on which his supervisor gave him the answer to appeal the grievance, in writing, to the Superintendent.

If the grievant does not appeal the grievance in writing before the appeal time expires, the grievance is deemed satisfied by the supervisor's answer.

**7.2.2 Step 2** Not later than the tenth working day after the day on which a grievance appeal is received by the Superintendent, the parties must agree on a date for Step 2 meeting among the grievant, a representative of the Association, the Superintendent, and others who have knowledge of the matter. The Superintendent must answer the grievance in writing, and give a copy thereof to the grievant and the Association representative, not later than the tenth working day after the day on which Step 2 meeting was held. If the grievant is not satisfied with the answer, he has ten (10) working days after the day on which the Superintendent gave him the answer to appeal the grievance in writing to the Board of Education by delivering it to the Superintendent's office. If the grievant does not appeal the grievance in writing before the appeal time expires, the grievance is deemed satisfied by the answer of the Superintendent. A grievance filed by the Association must be submitted within ten (10) days after the incident occurred or the Association had knowledge of the occurrence.

**7.2.3. Advisory Arbitration** If the grievance is not resolved satisfactorily at the second stage, the aggrieved employee and the union may submit the grievance to advisory arbitration. The union will determine whether the grievance is meritorious and, thereafter, decide whether to service a demand for arbitration. A written demand must be served upon the superintendent within ten (10) working days of the step 2 determination.

If the parties are unable to agree upon an arbitrator within ten (10) days after written notice of submission to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an advisory arbitrator.

Submission of a grievance to advisory arbitration shall constitute the sole means for the employee and/or the union to resolve the grievance. All other courses of action or remedies shall be barred. Election of an alternative course of action or remedy prior to the submission of a grievance to advisory arbitration shall be considered to be a waiver of the right of an employee and/or the union to thereafter seek recourse by means of the grievance procedure.

1. The arbitrator's recommendation shall set forth his finding of fact, reasons, and conclusions of law on only that issue submitted for determination.
2. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement.
3. The arbitrator shall not usurp the functions of the Board of Education under the law.
4. The arbitrator's recommendation shall not be contrary to or extend any provision of law, or any other rule or regulation having the force and effect of law.
5. No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties. The arbitrator's recommended remedy shall extend only to the grievant.

6. The arbitrator's recommendation shall be advisory.
7. The fees and expenses of the arbitrator, and the costs of the hearing room, shall be shared equally by the employer and the union. All other expenses shall be borne by the party incurring said expenses. Neither party shall be responsible for the other's share of divided costs nor of the expenses of witnesses or participants called by the other.

If the recommendation made by the advisory arbitrator is not satisfactory to the employee and the union, the union may make a written request for a review by the Board of Education within fifteen (15) working days of the receipt of the recommendation of the advisory arbitrator by filing such a written request with the superintendent. In the event that the union does not make such a request for review within the fifteen day period, the superintendent and the Board of Education shall, at the next regularly scheduled meeting of the Board, review the recommendation of the advisory arbitrator and make a final determination of the grievance. The decision of the Board of Education shall be final and binding. There shall be no further appeal.

## **ARTICLE 8 - ASSOCIATION RIGHTS**

**8.1. Bulletin Board** The District agrees to provide a bulletin board in the District Office, high school and in each elementary school for Association use. The Association shall have the right to post notices of its activities and matters of Association concern on the Association bulletin board. The Association shall assure that notices are of a professional nature.

**8.2 Access** The Association will notify the Superintendent of its local and CSEA employee representatives who are authorized to deal with the employer about employment conditions and adjustments of any problems arising under this Agreement. The Association will notify the Superintendent in writing of said representatives designated and any change in either.

A duly authorized CSEA representative of the Association may visit the employer's premises during the workday as outlined in this Agreement to discharge the Association's duties as the employee's collective bargaining representative so long as the representative does not interfere with the work of the employees.

The CSEA representative shall report to and receive permission from the Building Principal or his/her designee prior to any visitation with any employee.

**8.3. Change or Modification of Personnel** The employer will notify the President of the Association within thirty (30) days of any change or modification of personnel of unit position. Such notification shall include the name, position title, date of appointment and salary.

**8.4 Time Off for President** President or his designee shall receive time off with pay for grievance meetings, management meetings, or related labor relations consultations with the District during working hours.

## **ARTICLE 9 - WORKING SCHEDULES AND CONDITIONS**

**9.1 Employment Year** The employment year for a regular full time 10 month employee is from September 1 through June 30. The employment year for a regular full time twelve month employee is from July 1 through June 30.

**9.2 Work Schedule** The normal workday of a regular full time employee shall consist of eight (8) hours excluding an unpaid, duty free lunch. The normal work week of a regular full time employee shall consist of five (5) workdays. A paid leave shall count as eight (8) hours as applied to the clause immediately above. Compensated overtime will be that time which is in excess of forty (40) hours occurring between a Sunday and the following Saturday and which has been requested by the employee's immediate supervisor. Working hours for hourly personnel will be established by the Superintendent.

**9.3. Holidays** Paid holidays will be determined by the school calendar as approved by the Board of Education. A copy of the holiday schedule will be distributed to unit members prior to June 30 each year. Each unit members will be entitled to four (4) non-scheduled paid holidays which may be taken during any of the scheduled breaks with the prior approval of their supervisor.

Employees shall not be required to work on the following holidays: July 4 Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve, Christmas, New Year's Eve, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day.

Twelve month employees will be afforded paid holidays for fourteen (14) of the above listed holidays, as determined by the administrative calendar. Ten month employees will be afforded paid holidays for twelve (12) of the above listed holidays. Ten month employees will be afforded a paid holiday for Labor Day and July 4 only if called to work during the period of the holiday, e.g., an employee beginning the work year on September 1 will be granted a paid holiday for Labor Day.

**9.4 Sick Days** Full time office personnel are allowed twelve sick days leave for those working on a twelve month basis. Ten month employees shall also have one sick day per month. Sick leave shall be available for personal illness, family illness or the illness of another person for whom the employee can establish to

the satisfaction of the superintendent direct responsibility. This is cumulative to one hundred and seventy days with a cap of 170 days for retirement. Clerical personnel should notify the school as early as possible if they are going to be absent on any given day, unless previous arrangements have been made.

**9.5 Personal Days** Clerical staff will be granted two (2) personal days per year. Employees at Step 10 or above shall be granted three (3) personal days per year. The personal day shall not apply on the day before or the day after a holiday unless approved by the Superintendent of Schools. Personal day requests should be submitted to the employee's supervisor twenty-four (24) hours in advance, except for emergency circumstances.

Unused personal days in each year may be added to the employee's sick days. These are to be used for personal illness only and will not be used for credit of accumulated sick days for retirement purposes. These days do not apply to retirement.

**9.7 Bereavement Leave** Regular full-time employees shall be granted leave with pay not to exceed five (5) work days for bereavement in the event of the death of the employee's parent, spouse, brother, sister, child, mother-in-law, father-in-law, or another person for whom the employee can establish to the satisfaction of the superintendent direct responsibility, and in cases where the employee is designated as the executor of a will. Regular full-time employees shall be granted leave with pay not to exceed three (3) work days for bereavement in the event of the death of the employee's grandchild. Regular full-time employees shall be granted up to two (2) workdays at regular pay for death of a grandparent, grandparent-in-law, brother-in-law or sister-in-law. Regular full-time employees shall be granted one (1) day at full pay for the death of an uncle, aunt, niece or nephew. A regular full-time employee must be scheduled to work in order to be paid for such days.

## **9.8 Vacation Days**

Full-time employees employed less than one year receive one (1) day of vacation per month.

Full-time employees employed less than five (5) years of service receive thirteen (13) days of vacation per year.

Full-time employees with five (5) years of service: fourteen (14) days per year.

Full-time employees with ten (10) years of service: sixteen (16) days per year.

Full-time employees with fifteen (15) years of service: twenty-two (22) days per year.

Unused vacation time may be cumulative to ten (10) work days.

**9.9 Hours** The official work day begins at 8 a.m. and ends at 4:30 p.m., unless previous arrangements have been made with the clerical employee and the immediate supervisor. The clerical staff is allowed one-half hour for lunch with two fifteen minute breaks, one in the morning and one in the afternoon. With the written approval of the building principal and superintendent the work day may be reduced to 7.5 hours. If such a work day is approved, salary will be prorated. On Fridays and on the day before a school vacation, the clerical staff may leave one-half hour early. This applies only during the school year.

**Christmas and Easter Recess** Hours are to be shortened during these periods by thirty (30) minutes per work day.

**Summer Vacation Hours** One-half hour shorter work day during the summer.

**Overtime** If it is required of an employee to work overtime, the time worked may be taken off at another time (at time and one-half) agreeable to both the employee and her immediate supervisor; or the employee may be paid at the applicable overtime rate.

**9.10 Snow/Emergency Days** Clerical staff shall be requested to report on snow/emergency days only when teachers are requested to report. When the administrative unit is dismissed early by the superintendent, members of the clerical unit will be dismissed simultaneously.

**9.11 Basic Pay Rates** Compensated overtime shall be compensated at a rate of one and one-half times the employee's hourly rate. During the vacation periods, paychecks shall be available at the District Office, during regular working hours, on the payroll dates or any working day thereafter.

The yearly rates of pay shown on the salary schedule are based on full-time employment in the specified positions. Any permanent employee regularly employed on a part-time, continuing basis shall be compensated on a prorated rate of pay.

**9.12 Leaves of Absence** An employee may make a written request for an unpaid leave of absence for sickness or personal reasons not to exceed two (2) years, subject to the approval of the Board of Education. The employee must make the request for leave at least thirty (30) calendar days prior to the requested leave. The Superintendent of Schools may at his/her discretion grant unpaid leaves of absence for extenuating circumstances. During any unpaid leave of absence, an employee shall not accrue sick leave, vacation or personal leave time and shall not be credited with seniority.

**9.13 Employee Transfer** Employees who desire a change in assignment may request consideration for transfer by submitting a written request directly to the Superintendent. Employees may, within ten working days, withdraw a request for a change of assignment.

**9.14. Jury Duty** A regular full-time employee who is required to serve on a jury during the hours when he would normally be scheduled to work will be paid for such service at his regular rate of pay provided that he: 1) reports promptly for regularly scheduled hours of work during which he is not required to be on jury duty; and 2) surrenders to the District his jury pay (not including meal or mileage allowances); alternatively, an employee may, at his choice, forego pay by the District and retain his jury duty pay; 3) furnishes to the District satisfactory evidence from the court of the jury duty performed; 4) cooperates with the District in obtaining an excuse from jury duty when the District so requests.

**9.15 Workers' Compensation** If a regular full-time employee is absent from work because of an illness or injury which is compensable under the Workers' Compensation Law, he shall be allowed paid sick leave during such absence to the extent that he has accumulated sick leave available. When he receives a Workers' Compensation award for such illness or injury, the portion of the award granted covering the time of his absence from work while he was on paid sick leave shall be surrendered to the District. Upon receipt of that portion of the award, the employee's sick leave accumulation shall be re-credited with sick leave days in proportion to the ratio between his pay and the amount of the award for the time in questions.

**9.16 Court Appearance** A regular full-time employee who is subpoenaed to serve as a witness in a proceeding to which neither he nor the Association nor affiliates of the Association is a party during the hours when he would normally be scheduled to work will be paid for such hours at his regular rate of pay provided that he: 1) reports promptly for regularly scheduled hours of

work during which he is not required to be a witness; 2) surrenders to the District his witness fees and pay (not including meal or mileage allowances); alternatively, an employee may, at his option, forego pay by the District and retain his witness fees and pay; 3) Show the District the subpoena; 4) is not a witness against the District.

**9.17 Religious Observance Leave** Upon providing the district with written notice at least seven working days in advance, an employee shall be granted an unpaid leave of absence for the purpose of observing a bona fide mandated religious holiday. An employee may, in the alternative, utilize a paid personal leave day for the purpose of observing a bona fide mandated religious holiday, in accord with the provisions of Section 9.5 of this agreement.

## **ARTICLE 10 - INSURANCE**

**10.1 Premium** The District will provide health insurance through the Genesee Area Health Care Plan as was in existence on July 1, 1988, subject to the District's right to change carriers, plan administrators and plans as set forth in Section 10.8. Effective July 1, 1999, employees hired on or before July 10, 1996 shall contribute \$50 per fiscal year towards the cost of single coverage or \$100 towards the cost of family coverage. Employees hired after July 10, 1996 will contribute \$250 towards the cost of single coverage or \$500 towards the cost of family coverage. Should the teachers agree to cost sharing, all employees shall contribute at the same rate as teachers do, however, the employee contribution shall not exceed \$250 for single coverage or \$500 for family coverage.

**10.2 Vision Plan** Optical/Vision coverage will be provided to employees by the District with the cost shared equally by the District and employees (each will pay \$6.00 per month family; \$3.50 per month single at current rates).

**10.3 Retirees** Current employees may continue to participate in the district's health insurance plan upon retirement, provided that retirees shall be solely responsible for the payment of monthly premiums to the district business office not later than the fifth calendar day of the month.

**10.4 Confidentiality** Employee personal information is confidential, and shall be treated as such by the district.

**10.5 Coverage Revisions** Effective July 1, 2008, the prescription co-pay coverage will be the lowest dollar amount co-pay offered under the Genesee Area Health Care Plan.

**10.6 Payment in Lieu of Health Insurance** An employee will receive \$1,000 for the family plan if eligible and does not elect to take the family plan. An employee will receive \$500 for the single plan if eligible and does not elect to take the single plan. The employee will receive this payment, 50 per cent payable the first check in January and 50 per cent payable the last check in June. Any period of less than 6 months shall be prorated. The intent of this section is to eliminate payment for double coverage.

**10.7 Flexible Spending Account** The District shall provide employees with a Pre-Tax contribution program with all contributions to be made by the employee.

**10.8 Change of Health Carrier** The District shall have the right to select the health insurance carrier(s), plan administrator(s) and the health insurance plan(s), as long as the coverage provided is equal to or better than that in effect as of January 1, 1999.

## ARTICLE 11 - EVALUATION

Each employee shall receive a written annual evaluation following the procedures set forth by the district evaluation committee for non-instructional support staff. If an employee's immediate supervisor is not a member of the administrative staff, input from this supervisor shall be included in evaluation. If desired by employee, this supervisor may also participate in the review conference.

## ARTICLE 12 - MISCELLANEOUS

12.1 As a general rule, employees who wish to attend conferences in a given year will include them on their budget requests. Exceptions may be made for conferences not listed, provided they are ones of which the employees are not aware. Approval of a budget request on which a conference is listed does not constitute approval to attend the conference. Such approval must be granted by the Board of Education as an individual matter.

These employees must submit a written request form. Requests must be submitted in time so that the Board can act on them before conference dates.

12.2 The Association shall have the right to use school mailboxes and the interschool mail service for organizational materials, provided that all material is clearly identified and the organization accepts all responsibility for such material.

12.3 The Association shall make written request to the office of the district business administrator for the use of district facilities for union purposes, and such request shall be subject to the district's policies and procedures concerning facilities use.

12.4 If the Board authorizes a member or members of the bargaining unit to engage in negotiations or grievance procedures during the working day, no loss of pay shall ensue. All attempts, however, shall be made to conduct such activities outside the working day.

12.5 Copies of the agreement shall be produced at the expense of the Board and distributed to all employees in the bargaining unit. Additional copies will be given to the bargaining unit.

12.6 Copies of all pertinent materials such as W-4 forms, employees retirement system applications, health insurance applications, paid holiday schedules, payroll schedule, shall be given to each new employee at the time of employment.

12.7 The District will post, in all building offices, a notice of any regular full-time opening within the bargaining unit.

12.8 In any negotiations conducted between the parties to this agreement, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select his representatives from within or outside of the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to ultimate ratification.

12.9 If the parties fail to reach an agreement in any such negotiations, either party may invoke any lawful measures it may deem appropriate.

12.10 It is agreed by and between the parties that any provisions 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.

**12.11 Payroll Errors** In the event of a payroll error, the following procedures will be followed to rectify the error. a) Employees who have been erroneously underpaid will be reimbursed through payroll in the same number of payrolls for which the employee was underpaid. b) Employees who have been erroneously overpaid will reimburse the district through payroll in the same number of payrolls for which the employee was overpaid. c) In no instance shall payroll error take more than one year, i.e., fifty-two calendar weeks, to be corrected. d) For employees leaving the employ of the district for any reason, including retirement, disability, layoff, remedy must be made prior to the issuance of the last paycheck. e) No interest shall accrue to either the district or the employee during the payback period.

### **ARTICLE 13 - SENIORITY**

There shall be two (2) types of seniority. District seniority is the total length of time with the district. Job classification seniority is total length of time in the employee's current job classification. District seniority shall be used to calculate employee's service time for vacation credits and longevity. Job classification seniority will be used for employee layoff and recall rights.

Subject to applicable provisions of the Civil Service Law, if any, an employee loses seniority only when one of the following occurs: resignation, unless reinstated under the provisions of the Civil Service Law, discharge, retirement or refusal to respond to a recall.

The relative seniority of two (2) or more employees hired or appointed on the same day shall be determined by the hiring order as established in the meeting minutes of the Board of Education.

For the purpose of employee layoff and recall rights, employees will be covered under the rules of New York State Civil Service Law.

#### **ARTICLE 14 - FORMAL NEGOTIATIONS**

The parties agree that these negotiable items have been discussed during negotiations leading to an agreement and they agree that negotiations will not be reopened on any item, whether herein or not during the agreement.

#### **ARTICLE 15 - CONFORMITY TO LAW**

This agreement is subject in all respects to the laws to the United States and the State of New York with respect to the powers, rights, duties and obligations of the Board, the Association and employees in the bargaining unit, and in the event that any provision of the agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of the agreement shall continue in effect.

#### **ARTICLE 16 - WAGES**

Effective July 1, 2008: Increase of \$1.00 per hour on salary schedule.

Effective July 1, 2009: Increase of \$1.00 per hour on salary schedule.

Effective July 1, 2010: Increase of \$1.00 per hour on salary schedule.

**LONGEVITY STEPS:** Longevity steps will be added at 10, 15, 20 and 25 years of service to the District in the amount of \$650.00 per longevity step.

Any employee paid an annual salary that is off the applicable salary schedule shall receive base salary increases of \$1.00 per hour effective July 1, 2008, July 1, 2009, and July 1, 2010, respectively.

Notwithstanding all other terms and provisions of this memorandum of agreement, any employee who has separated from employment prior to mutual ratification of this agreement shall not receive any salary increase.

**Senior - Library Clerk (10 month)**

2008-2009	2009-2110	2010-2011
14,777	16,377	17,977
15,303	16,903	18,503
15,852	17,452	19,052
16,421	18,021	19,621
17,015	18,615	20,215
17,632	19,232	20,21520,832
18,272	19,872	21,472
18,939	20,539	22,139
19,633	21,233	22,833
20,354	21,954	23,554

**Clerk-Typist I/Clerical I (12 month)**

2008-2009	2009-2010	2010-2011
21,824	23,904	25,984
22,613	24,693	26,773
23,435	25,515	27,595
24,289	26,369	28,449
25,177	27,257	29,337
26,101	28,181	30,261
27,062	29,142	31,222
28,061	30,141	32,221
29,100	31,180	33,260
30,181	32,261	34,241

**Clerk-Typist II/Clerical I (12 month)**

2008-2009	2009-2010	2010-2011
20,583	22,663	24,743
21,323	23,403	25,483
22,093	24,173	26,253
22,893	24,973	27,053
23,726	25,806	27,886
24,591	26,671	28,751
25,492	27,572	29,652
26,427	28,507	30,587
28,41427,402	30,49429,482	32,57431,562
29,55528,414	31,63530,494	33,71532,574

**Account Clerk-Typist/Account Clerical I (12 month)**

2008-2009	2009-2010	2010-2011
25,388	27,468	29,548
26,333	28,413	30,493
27,303	29,383	31,463
28,312	30,392	32,472
29,361	31,441	33,521
30,452	32,532	34,612
31,587	33,667	35,747
32,767	34,847	36,927
33,995	36,075	38,155
35,271	37,351	39,431

**Senior Typist/Clerical II (12 month)**

2008-2009	2009-2010	2010-2011
24,075	26,155	28,235
24,955	27,035	29,115
25,871	27,951	30,031
26,823	28,903	30,983
27,812	29,892	31,972
28,842	30,922	33,002
29,912	31,992	34,072
31,026	33,106	35,186
32,183	34,263	36,343
33,387	35,467	37,547

**Applications Programmer**

2008-2009	2009-2010	2010-2011
29,796	31,876	33,956
30,489	32,569	34,649
31,199	33,279	35,359
31,927	34,007	36,087
32,673	34,753	36,833
33,438	35,518	37,598
34,222	36,302	38,382
35,026	37,106	39,186
35,850	37,930	40,010
36,694	38,744	40,854

Longevity steps shall be added yearly at the rate of \$650.00 for each step (July 1, 2008, July 1, 2009, July 1, 2010) upon completion of 10, 15, 20, and 25 years of service to the District.

**ARTICLE 17 - DURATION**

The effective dates of this contract shall be July 1, 2008 through June 30, 2011.

**For the District:**

**For the Association:**

-----  
Paul J. Bona, Jr.  
Superintendent of Schools

-----  
Candy Saxon  
Labor Relations Specialist

Date\_\_\_\_\_

Date\_\_\_\_\_

-----  
Kelly Bucolo  
Union President

Date\_\_\_\_\_

**APPENDIX A**  
**GRIEVANCE FORM**

TO: \_\_\_\_\_ (Supervisor's Name)

Date submitted to Supervisor: \_\_\_\_\_

(1) \* Who is grieving: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

(2) What the District did failed to do that the grievant(s) object to:

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

(3) Date on which occurrence took place: \_\_\_\_\_

(4) Each and every paragraph of the Agreement which the grievant(s) claim was violated by the District's action or failure to act:

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

(5) Action the grievant(s) believe the District should take to remedy the foregoing situation:

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

Grievant's Signature \_\_\_\_\_

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

\*If there is more than one grievant, the same information must be listed and each must sign on an attached sheet, except where the Association is considered to be the grievant. In such case, the Association president shall act as signatory for the grievance.