



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Hamburg Central School District and Hamburg Central School District Clerical Employees Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 264 (2009)**

Employer Name: **Hamburg Central School District**

Union: **Hamburg Central School District Clerical Employees Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **264**

Effective Date: **07/01/2009**

Expiration Date: **06/30/2012**

PERB ID Number: **5184**

Unit Size: **31**

Number of Pages: **23**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

HAMBURG CENTRAL SCHOOL DISTRICT

AND

TEAMSTERS LOCAL #264

EFFECTIVE

JULY 1, 2009 TO JUNE 30, 2012

31 members

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	Agreement.....	1
2	Statement of Purposes.....	1
3	Recognition	1
4	Definition	2
5	Dues and Check off Authorization.....	2
6	Principles.....	3
7	Personnel Files	3
8	Access to Employees.....	4
9	Union Business	4
10	Bulletin Boards	4
11	Work Week / Overtime.....	4
12	Holidays	5
13	Emergency Closing	6
14	Sick Leave.....	6
15	Special Leave.....	8
16	Accidental Leave.....	9
17	Bereavement Leave	9
18	Jury Duty	10
19	Maternity / Child Care Leave.....	10
20	Individual Leave of Absence	10
21	Part-Day Absences	11
22	Vacations	11
23	Health Benefits.....	12
24	Retirement Benefit	14
25	Discipline.....	14
26	Grievance Procedure	15
27	Seniority	16
28	Job Vacancies.....	17
29	Out-of-Title Assignment	17
30	Professional Development.....	17
31	Miscellaneous	18
32	Salary	18
33	Annuities	20
34	Conformity to Law	20
35	Totality of Agreement.....	20
36	Duration and Termination.....	20

ARTICLE 1
AGREEMENT

SECTION 1.1: 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 taken such action.

ARTICLE 2
STATEMENT OF PURPOSES

SECTION 2.1: It shall be the policy of the Hamburg Central School District in the purpose of this agreement to promote harmonious and cooperative relationships between said employer and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operation and functions. This agreement is made between the Hamburg Central School District, hereinafter referred to as the "Employer" and Teamsters Local #264, hereinafter referred to as the "Union".

WHEREAS, it is the intent and purpose of the parties hereto to set forth the basic agreement governing wages, hours of work, and other terms and conditions of employment to be observed by the parties hereto.

NOW THEREFORE, it is mutually agreed as follows:

ARTICLE 3
RECOGNITION

SECTION 3.1: The Hamburg Central School District recognizes that a community of interest exists among the following full-time employees seeking recognition as Teamsters Local #264: Account Clerk Typist, Senior Account Clerk, Clerk Typists, Senior Clerk Typists, Principal Clerk Typists, and excluding personnel in positions designed as confidential. Be it therefore resolved that Teamsters Local #264, is hereby recognized by the Hamburg Central School District, Erie County, State of New York, as the exclusive and unchallenged representative of the regularly appointed employees listed in the first of the above whereas clauses.

SECTION 3.2: The Union affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in any such strike.

ARTICLE 4
DEFINITION

SECTION 4.1: Full-Time Employees – For purposes of this agreement, the term “full-time employee” will mean and refer to an employee who is regularly scheduled to work a minimum of thirty-seven and one-half hours per week and shall be entitled to full benefits unless as otherwise stated herein.

SECTION 4.2: Part-Time Employees – For purposes of this agreement, the term “part-time employee” will mean and refer to an employee who works between 20 hours and 37 hours in the competitive class per week and shall be entitled to benefits on a pro-rata basis.

ARTICLE 5
DUES AND CHECK OFF AUTHORIZATION

SECTION 5.1: An employee desiring to become a member of the Union may execute a written authorization. Upon receipt of the authorization from the employee, the Employer shall, pursuant to the authorization, deduct dues from the wages of the employee each pay period.

SECTION 5.2: The Employer following each pay period from which those deductions are made will transmit the amount so deducted to the Union within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount deducted from each to:

TEAMSTERS LOCAL #264
35 TYROL DRIVE
CHEEKTOWAGA, NY 14227

SECTION 5.3: The Union shall certify to the Employer, in writing, the current rate of membership dues and give the Employer thirty (30) days notice to the effective date of any changes.

SECTION 5.4: Agency Shop – Fee deductions of an equal amount to union membership dues, shall be continued for the term of this agreement. Such amount shall be deducted on a monthly basis and shall be transmitted at the same time and to the same office as set forth in Section 5.2 above. The Union agrees to hold the Employer safe and harmless because of said deduction.

SECTION 5.5: If through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's pay check, such deduction shall be made from the next pay check of the employee and submitted to the collective bargaining representative, employee or any party by reason of the requirements of this section of the agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages.

SECTION 5.6: The Employer shall supply to the Union at the address listed in Section 5.2 above, a list of all current employees in the bargaining unit showing the employee's full name, address, job title and first date of seniority, and (upon consent of the individual employee) the employee's social security number. Such information shall hereafter be provided to the above if any changes occur.

ARTICLE 6
PRINCIPLES

SECTION 6.1: Scope of Agreement: The agreement shall supersede any rules, regulations, or practices of the employer which shall be specifically contrary to or inconsistent with the terms hereof. All rights and prerogatives heretofore exercised by the Employer with respect to all matters not specifically covered in this agreement shall remain the rights and prerogatives of the Employer.

SECTION 6.2: Management Rights: The Union recognizes that the Board of Education of Hamburg Central School District is the legally elected governing body responsible for the determining of policies covering all aspects of the Hamburg Central School District. The Board of Education must operate in accordance with all statutory provisions of the State and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board of Education cannot reduce, negotiate or delegate its legal responsibilities. Anything which is not specifically covered in this agreement remains the exclusive right of the Employer.

SECTION 6.3: Individual Rights:

- a) The legal rights inherent in the ruling and regulations of the Civil Service Commission affecting employees are in no way abridged by this agreement.
- b) Employees shall have the right to form, join and participate in, or to refrain from forming, joining, or participating in, any employee organization of their own choosing.

ARTICLE 7
PERSONNEL FILES

SECTION 7.1: All employee files shall be maintained under the following circumstances:

- a) The employee, upon request to the appropriate administrator, shall have the right to review the contents of his/her file (maintained by the personnel office or his/her immediate supervisor), except pre-employment references, during normal office hours.

- b) Upon written request to the appropriate administrator, single copies of material from his/her file, with the exception of pre-employment references, shall be made available to the employee. A copy of the request shall be placed in the file attached to the item requested.
- c) The employee shall have the right to respond, in writing, to any material to be filed, except pre-employment references, which serves to evaluate the performance or service of said employee. Such signature does not necessarily indicate agreement with the content.

ARTICLE 8
ACCESS TO EMPLOYEES

SECTION 8.1: Each contract year, the Employer will furnish the Union a list of new employees in the unit. Such list of new employees shall contain the name, address, position and salary.

ARTICLE 9
UNION BUSINESS

SECTION 9.1: Properly designated Union stewards shall request permission from the Employer for a reasonable amount of time off the job to conduct Union business such as: process grievances, disciplinary meeting, PERB and arbitration each without loss of pay. Such time will be granted provided it does not interfere with the normal operation of the Employer.

ARTICLE 10
BULLETIN BOARDS

SECTION 10.1: The Employer agrees to provide suitable space for the Union bulletin board in the agreed areas. The Union will provide the bulletin boards and the Employer agrees to install them. Posting by the Union on such board is to be confined to official business of the Union.

ARTICLE 11
WORK WEEK / OVERTIME

SECTION 11.1: The normal work week for full-time employees shall be 37.5 hours.

SECTION 11.2: Extra work authorized by the Chief School Officer or his/her designee and performed by full-time employees (beyond 40 hours in any week) shall be compensated by time and a half. When an extra assignment is offered an employee, that is those hours in excess of forty (40) hours per week, it shall be distributed and rotated as equally as is practical among employees within each classification in each building or office where the work is to be performed.

SECTION 11.3: Employees shall receive a lunch period of either thirty (30) or forty-five (45) minutes without pay. The amount of time shall be determined by the Employer.

SECTION 11.4: Recess days shall be granted to all employees within the unit except those employees who work within the accounting office, payroll office and in the title of Principal Clerk Typist. Principal Clerk Typist shall have the option to take recess days upon the approval of the Associate Superintendent and their supervisor. The notification shall be presented prior to July 1st on an annual basis. Any other employee desiring to work recess days shall notify the Associate Superintendent, in writing, five (5) days prior to the beginning of the recess period. An employee working recess days shall be paid their regular rate of pay. The number of recess days each year shall be determined by the school calendar.

SECTION 11.5: Upon approval of the employee's calendar, the Associate Superintendent will officially notify the number of hours to be worked by each employee classification to the Union.

ARTICLE 12 **HOLIDAYS**

SECTION 12.1: All full-time employees shall be entitled to the following holidays when they fall within the employee's span of work weeks:

New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Day before Thanksgiving
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

Plus three (3) other days to be observed as a paid holiday each year. These days will be designated by the Employer, but the employees shall be given notice of the days on or before June 30 for the year commencing July 1. Employees entitled to the above holidays will receive holiday pay provided:

- a. the employee actually works the scheduled day before the holiday and the scheduled day after the holiday, or,
- b. the employee is utilizing authorized paid leave on those days.

SECTION 12.2: When a holiday falls on Sunday, the following Monday shall be observed as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

SECTION 12.3: Should it become necessary for an employee to work on a holiday to meet specific job requirements, authorized by their immediate supervisor and approved by the Associate Superintendent, said employee shall be compensated at their regular overtime rate.

ARTICLE 13 **EMERGENCY CLOSING**

SECTION 13.1: In the event of an emergency closing the Employer agrees to make every effort to contact the employees as soon as possible before starting time either by radio, television or telephone. It is understood that if such closing is necessary either District wide or on an individual building-by-building basis the effected employees shall be entitled to a days pay.

SECTION 13.2: In the event of a school closing due to weather conditions or extraordinary situations, and an employee's job demands their presence as authorized by the Supervisor and/or Associate Superintendent, the employee will be compensated at their regular overtime rate.

ARTICLE 14 **SICK LEAVE**

SECTION 14.1: Following appointment to the staff as a full-time employee, sick leave at full salary shall be granted to the employee pursuant to the following schedule:

- a) Upon employment, an employee after thirty (30) calendar days shall receive sick leave prorated to June 30th.

- b) Every year thereafter each ten-month employee will receive fifteen (15) days of sick leave and twelve-month employees will receive seventeen (18) days of sick leave per year.

Sick leave may be accumulated up to a maximum of 195 days for ten-month and twelve-month employees.

- c) The Employer reserves the right to require a certificate from the school physician indicating the employee's fitness to work.
- d) An employee shall have the right to use a maximum of twelve (12) days of his/her sick leave time in any one (1) year in case of serious illness of his/her immediate family. (Immediate family is defined to include only: husband, children, parents, sister, brother and stepchildren.)

SECTION 14.2: Sick Leave Bank: Full-time employees will be eligible to participate in the sick leave bank if, on July 1 of the school year, they have:

- a) Twenty (20) or more days of accumulated sick leave, or less than twenty (20) days of accumulated leave, but have three or more years of service in the District and can establish that the failure to accumulate days was the result of a disabling injury or illness resulting in a continuous absence under the care of a physician.
- b) An employee shall have only one opportunity during his/her service with the District to become a member of the sick leave bank. Within (60) days of the ratification of this agreement, all current employees shall be given the opportunity to become a member. Employees hired subsequent to the ratification of the agreement will be eligible to join within a sixty (60) day period from their date of eligibility.

SECTION 14.3: The sick leave bank will be administered by the Associate Superintendent and a union representative according to the following regulations:

- a) Each participating employee will contribute two (2) days of accumulated personal sick leave on an irrevocable basis in July of each year unless the total number of days in the bank is one hundred and seventy-five (175) or more on July 1. If there are one hundred and seventy-five (175) or more days, current members may remain in the bank without contributing days and new members may join by contributing two days of accumulated personal sick leave.
- b) An employee suffering a disabling injury or illness may apply for additional sick leave. A disabling injury or illness is one, which results in a continuous absence or the reoccurrence of a continuing condition under the care of a physician. A physician's statement as to the nature of the disability or illness and an estimate of the duration of the absence shall be submitted upon application of sick leave.

- c) A participant of the sick leave bank may apply for up to thirty (30) days of leave per year. The Associate Superintendent and the designated union representative shall decide the number of days up to thirty (30) per year that any one (1) employee may be eligible to use. An additional 30 days may be used with consultation and agreement between the Associate Superintendent and the Union. The decision shall not be open to the grievance procedure. The Employer reserves the right to require a medical certificate indicating the employee's fitness to resume work.

ARTICLE 15 **SPECIAL LEAVE**

SECTION 15.1: The Employer grants each 12 month employee three (3) days of special leave, not cumulative, with pay. The Employer grants each 10 month 2.5 (2.5) days of special leave, not cumulative, with pay. Any special leave days not used will be added to the employee's sick leave time the following year provided that the maximum sick leave time may not exceed the maximum limits described in Article 14, Section 14.1(b).

SECTION 15.2: It is understood that should special leave be requested for the one or two days immediately preceding or following a holiday, vacation, recess period, or during September 1-15 or June 1-30, such leave must have the prior approval of the Associate Superintendent and be for one of the following reasons:

1. Funerals for Other Than Immediate Family

Interpretation: To enable an employee to attend/assist in the funeral arrangements of a person other than a member of the immediate family.

2. Obligation to Appear in Court, such as:

- a) Liability Case
- b) Property Settlement
- c) Important Family Situation

Interpretation: To enable an employee to appear before a judicial body at a specific time as required.

3. Transportation Failure

Interpretation: Emergency, vehicular failure caused by weather conditions or mechanical trouble, which prevent the employee from appearing on the job. Problems involving transportation arrangements or availability are not considered a transportation failure.

4. Special Situations. Approved by the Associate Superintendent

Interpretation: To enable an employee to attend a graduation or wedding of the employee or an immediate family member (immediate family member is defined to include only: parents, sister, brother, wife, husband, child, grandparents, grandchildren, or in-laws), to attend to health emergencies in the immediate family, or to enable an employee to participate in an activity which in the judgement of the Associate Superintendent and Chief School Officer will be beneficial to the Hamburg Central School District.

In the event that serious interruption of work will result as a consequence of a large number of employees taking leave on any one day, the Employer reserves the right for this reason to deny a request.

SECTION 15.3: A half special leave day (3 hours, 45 minutes) may be used with prior approval of the supervisor.

ARTICLE 16
ACCIDENTAL LEAVE

SECTION 16.1: Absence due to injury as a result of conditions during the proper performance of duty and verified by the school physician shall not be charged against the employee's accumulated sick leave. The Employer shall pay to such employee the difference between his/her salary and benefits received under the New York State Workers' Compensation Act. In no instance shall the employee continue full salary beyond expiration of ten (10) months during which he/she would be eligible to receive salary.

SECTION 16.2: An employee injured as a result of conditions during the performance of duty for any employer other than the Hamburg Central School District shall not be eligible for benefits under this section.

ARTICLE 17
BEREAVEMENT LEAVE

SECTION 17.1: In cases of death in the immediate family of a regular employee (immediate family is defined to include only: wife, husband, children, parents, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepbrother, stepsister and stepchildren), bereavement leave will be granted for the first seven (7) calendar days following the death in the immediate family. Any bereavement days that are used for Aunt, Uncle, and/or Cousin will come directly out of accumulated Personal Sick Leave days to a maximum of three (3) days.

ARTICLE 18
JURY DUTY

SECTION 18.1: Any employee who has been called to jury duty shall notify his/her immediate supervisor immediately.

SECTION 18.2: An employee excused from jury duty shall report to work.

SECTION 18.3: The employee will present proof of service by a jury duty notice of summons and the amount of pay received for such service.

SECTION 18.4: Such employee serving on jury duty will receive his/her regular salary during this period.

SECTION 18.5: The payment received from the court, less traveling expense, shall be turned over to the District.

ARTICLE 19
MATERNITY / CHILD CARE LEAVE

SECTION 19.1: An employee shall be entitled to a child care leave of absence without pay or benefits for a period up to twelve (12) months. An employee shall notify the Associate Superintendent in writing sixty (60) days in advance and request an appointment to discuss his/her leave. An employee desiring to be reinstated following the child care leave shall submit a letter of intent to the Associate Superintendent two (2) months prior to the date the leave expires.

SECTION 19.2: A child care leave may be terminated by mutual consent of the Employer and employee in extenuating circumstances, such as miscarriage or non-survival of the child.

SECTION 19.3: If an employee adopts a child, the employee may take a leave without pay or benefits (timing to be the same as above).

ARTICLE 20
INDIVIDUAL LEAVE OF ABSENCE

SECTION 20.1: An employee may request an individual leave of absence without pay and/or benefits for a special purpose. An employee desiring such a leave shall file a written statement of his/her needs with the Chief School Officer who shall make his/her recommendation to the Board for their action.

ARTICLE 21
PART-DAY ABSENCES

SECTION 21.1: It is understood by the Employer and the Union that there are valid approvable circumstances that may cause the employee to be absent from work for a portion of the day.

SECTION 21.2: Absences Covered by a Leave Policy:

1. Less than one-half of the day, extenuating circumstances shall be considered and no charged absence will be made if so recommended by the immediate supervisor and Personnel Office.
2. One-half or more of the day, a full day's absence shall be charged to the appropriate leave policy.

SECTION 21.3: Absences Not Covered by any Leave Policy:

Any employee absent for any portion of the day will be charged with a full day's absence and a full day's salary will be deducted.

ARTICLE 22
VACATIONS

SECTION 22.1: All full-time twelve (12) month employees shall be entitled to receive the following vacations (this will include any ten month employee changing to a twelve month employee).

- After completion of one (1) year – 10 days
- After completion of five (5) years – 15 days
- After completion of ten (10) years – 20 days
- After completion of fifteen (15) years – 25 days

SECTION 22.2: An employee whose employment commenced July 1 to December 31 would be considered as having one (1) complete year of service on the following June 30. An employee whose employment commenced January 1 to June 30, inclusive, would not be considered as having a complete year of service on June 30 of that calendar year. That employee's complete year of service would be on July 1 and shall receive vacation days on a prorated basis.

SECTION 22.3: Vacation days may be taken at any time during the year after they have been earned provided they are scheduled and approved by the immediate supervisor. Employees desiring to take vacation time in increments of five (5) consecutive days or more must provide notice to the immediate supervisor at least a minimum of five (5) working days prior to the start of such vacation. Once vacations are scheduled and approved, they may not be changed except by mutual agreement between the Employer and the employee.

SECTION 22.4: Any employee having two (2) or more years of service may accumulate vacation time to a maximum of thirty (30) days, with a maximum of ten (10) consecutive days to be taken at any one time. Due to extenuating circumstance(s), upon approval of the Associate Superintendent and the immediate supervisor, an employee may carry over up to an additional fifteen (15) vacation days for a total of forty-five (45) days.

SECTION 22.5: An employee leaving the District shall be paid one (1) day's pay for each unused vacation day.

ARTICLE 23 **HEALTH BENEFITS**

SECTION 23.1: Effective January 1, 2008, the District adopted the Erie I BOCES Benefit Plan Trust for all members of the Teamsters Local #264. The District will pay 85% of the single or family plan of the Erie I BOCES Health Benefit Plan Trust. Any employee who accepts health insurance from the District must participate with the Erie I BOCES Health Benefit Plan Trust. In the event that the District no longer offers health insurance coverage through the Erie I Health Benefit Plan Trust, the District's contribution for any successor health insurance coverage shall be 85% of the lowest HMO rate offered by the District.

SECTION 23.2: Dental: The Employer agrees to provide the Blue Cross Dental Basic, single or family plan, at 75% of the total cost, if available. The Employer agrees to provide Dental Basic with Riders A, B, C, D single or family plan at 75% of the total cost, if available. The District agrees to discuss the status of the Dental Plan.

SECTION 23.3: Part-Time Employees: For part-time employees, the Employer will contribute a percentage of the cost of the selected health plan. The percentage of the Employer's contribution will be determined by the employee's percentage of employment.

SECTION 23.4: Overlapping Types of Medical Insurance: No overlapping types of medical insurance shall be permitted. The employee must choose between coverage provided under this contract and the coverage available through a spouse.

SECTION 23.5: Employee on Leave: In the event that an employee is on an unpaid leave, the Employer shall remove him/her from all health benefits on the first day of the month which follows the thirty (30) days of absence. However, if the unpaid leave is for personal illness, the Employer shall remove him/her from all health benefits on the first day of the month, which follows the sixty (60) days of absence. After ten years of service, the sixty (60) days will become ninety (90) days.

After the above has been completed an employee who is on leave may continue to be covered by the Employer's selected health plan for up to one (1) year by paying the monthly premium to the Employer. The employee will pay \$1.00 for each billing.

SECTION 23.6: Child Care Leave Because of Pregnancy Disability: An employee who opts for a child care leave because of a pregnancy disability shall have her insurance continued for three (3) months.

SECTION 23.7: Retirement: If requested upon retirement, the Employer would continue to enroll the employee in the District's health plan. The employee will assume the full cost of the coverage, plus a 2% charge, and reimburse the district. When 110 employees are enrolled, the charge will be 2.5%; 150 employees, 2.75%; 200 employees, 3%.

ARTICLE 24
RETIREMENT BENEFIT

SECTION 24.1: The Employer will provide the Improved Non-Contributing Plan. The Employer will provide the new Career Plan (Section 75-l) of the New York State Employees' Retirement System for Tier I and Tier II members.

SECTION 24.2: Upon retirement as an employee of the District the Board of Education may increase the last year's salary of a Tier I, Tier II, Tier III or Tier IV member if the following conditions have been met:

- a) A written notification to the personnel office twelve (12) months prior to the date of retirement.
- b) The employee has completed ten (10) years of continuous full-time service as an office employee in the District.
- c) The salary increase will be determined by the average salary for the last thirty-six (36) months times (X) .012 times (X) the number of years equals (=) the retirement benefit.

SECTION 24.3: Unused Sick Leave – The Employer will provide Section 41J of the New York State Employees Retirement System which is the application of unused sick leave as additional service credit upon retirement.

ARTICLE 25
DISCIPLINE

SECTION 25.1: Parties agree that the provision of Section 75 of the Civil Service Law of the State of New York shall be made applicable to all members of the bargaining unit herein.

SECTION 25.2: That the hearing held pursuant to Section 75 shall be held before a hearing officer whose name appears on a permanent panel thereof. The panel shall consist of six (6) named individuals whose inclusions thereon shall be mutually agreed to by the parties thereto. Matters shall be referred to the panel on a rotating basis.

SECTION 25.3: Hearing Officer listing:

Howard Foster
Dennis Campagna
James Atleson
Stuart Pohl
Robert Rabin
Randy Ray

ARTICLE 26
GRIEVANCE PROCEDURE

SECTION 26.1: Definition - A grievance is a claim by an employee that there has been, as to him/her, a violation, misinterpretation or inequitable application of any of the provisions of this agreement.

Step 1:

An employee will first take the matter up informally or verbally with his/her immediate supervisor no later than five (5) days after the alleged grievance first occurred or the grievant became first aware of the reason for the grievance.

Step 2:

If the grievance is not satisfactorily resolved in Step 1, the grievant shall present the grievance in writing to his/her immediate supervisor, within three (3) school days after the informal conference. The immediate supervisor shall render a decision in writing within three (3) school days and present the written decision to the grievant.

Step 3:

If the grievance is not satisfactorily resolved in Step 2, the grievant may file an appeal in writing to the Chief School Officer or his/her designee within five (5) days after receiving the decision in Step 2. The Chief School Officer, or his/her designee, shall have five (5) days after receiving the grievance to provide an answer to the grievance.

Step 4:

If the grievant feels that the determination in Step 3 is not satisfactory, he/she may submit the grievance in writing within five (5) days of receiving the Step 3 decision to the Board of Education. The Board of Education shall hold a hearing at its next regularly scheduled meeting and shall render its decision within five (5) days of the hearing.

Step 5:

If the grievance is not resolved by the Board of Education at the next regular meeting or within ten (10) days thereafter, the Union or the Superintendent of Schools may request arbitration within fifteen (15) days. The arbitrator shall be chosen on a rotating basis from the mutually agreed upon list below and the arbitration governed by the rules and procedures of the American Arbitration Association. The cost of the arbitrator shall be borne equally by the parties. The arbitrator is not to modify, enlarge, or restrict the provisions of this agreement. The arbitrator does not extend to matters which are not covered in this contract. The decision of the arbitrator shall be binding on both parties.

Arbitrator listing:

Dennis Campagna
Stuart Pohl
Randy Ray

SECTION 26.2: Both the Employer and the employee have the right to legal counsel and/or a representative of the Union at each stage of the grievance procedure.

SECTION 26.3: Time Limits – The time limits set forth above may be extended by mutual agreement in writing to the Employer and the Union.

ARTICLE 27
SENIORITY

SECTION 27.1: Seniority whenever used in this agreement shall be defined as an employee's length of continuous service within the various job titles held, from the employee's date of permanent appointment. In the event that a bargaining unit member may dispute his or her listed seniority date, the employee shall have sixty (60) days within the ratification date of this agreement to bring it to the attention of the District, at which time an investigation of the accuracy shall be conducted.

SECTION 27.2: Layoff –

- a) In the event the employer plans to layoff employees for any reason, the employer shall make good faith effort to meet with the Union to review such anticipated layoff prior to the date such action is to be taken.
- b) The employer shall forward a list of those employees being laid off to the Local Union on the same date that the notices are issued to the employees.
- c) When a permanent employee in the competitive class is to be laid off, Section 80 and other pertinent sections of the Civil Service Law will be invoked and will govern the layoff procedure of such employees.

SECTION 27.3: Recall –

- a) The recall of all competitive class employees in the bargaining unit shall be pursuant to Sections 80 and 81 of the New York Civil Service Law as amended from time to time.
- b) Notice of recall shall be sent to the employee at his/her last known address by certified mail. If any employee fails to report for work within fifteen (15) days from the date of mailing of notice of recall the employee shall be considered a quit. Recall rights for an employee shall expire after a period equal to the employee's seniority, but in no case more than three (3) years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his/her last known address by certified mail.
- c) No new employee shall be hired into a particular job title until all employees on layoff status in that job title desiring to return to work have been recalled.

ARTICLE 28
JOB VACANCIES

SECTION 28.1: In the event there are any job vacancies/newly created positions, such jobs shall be posted on a bulletin board in locations accessible to all employees. Such posting shall include title, ten (10) or twelve (12) month position, and the building/office location.

SECTION 28.2: If a person wishes to transfer to a similar position (job vacancy), a request must come from the employee in the form of a letter to the Associate Superintendent with a copy sent to the immediate supervisor. Filling of job vacancies shall be governed by seniority when equal ability and performance of duty have been demonstrated.

SECTION 28.3: Promotions to positions within the bargaining unit shall be made by appointment from the top three (3) persons on the eligible list on the basis of their ability. When there is no existing Civil Service list for the higher position to be filled, the selection of an employee to perform such service in such higher position shall be made on the basis of qualification and ability. For any promotion, the employee will proceed to the step of the salary schedule for the new title, which gives the employee a raise.

ARTICLE 29
OUT-OF-TITLE ASSIGNMENT

SECTION 29.1: Employees who are temporarily assigned to the duties of a higher classified employee when the latter is on a leave shall receive an increase of \$.50/hour.

ARTICLE 30
PROFESSIONAL DEVELOPMENT

SECTION 30.1: The Employer will pay registration/conference fees for an employee attending a conference, providing that such attendance is approved in advance by the Employer.

SECTION 30.2: The Employer will pay full tuition toward extension courses provided by BOCES, Hamburg Continuing Education and Southtown Teacher's Center and a maximum of \$200.00 per person, effective July 1, 2009 for any other extension course approved by the Chief School Officer. If the employee is absent for more than 10% of the time, for reasons other than excused illness, the employee will reimburse the Employer for the cost of the extension course.

SECTION 30.3: The Employer will cover basic expenses (registration fee and lunch) for those employees who attend the BOCES Workshop for school office personnel. The Superintendent of Schools and the Teamsters Designee will identify the specific conference.

SECTION 30.4: The Employer agrees to offer basic and reasonable training, as determined by the District, to bargaining unit members who change job titles during the life of this agreement.

ARTICLE 31
MISCELLANEOUS

SECTION 31.1: Travel Allowance – The Employer will reimburse an employee at the District Mileage Rate as approved by the Board of Education per mile for use of his/her personal automobile on travel authorized by the Employer.

SECTION 31.2: Paychecks - A ten-month employee shall have the option of either 22 or 26 paychecks.

SECTION 31.3: Information Request – The District and the Union shall make available to each other upon reasonable request any and all relevant documents, communications and records concerning matters under negotiation. Copies requested will be furnished at the District's current rate in effect.

SECTION 31.4: Benefit Accounts Accruals – An accounting of accumulated sick leave and vacation days will be given to each employee at the beginning of each year. Each employee will also receive a statement of salary and fringe benefits.

SECTION 31.5: Copies of Agreement/District Mail Service

- a) The Union and the Employer will share the cost of producing the agreement. The Employer will make available to all employees in the bargaining unit and those entering thereafter within a reasonable period of time following the execution thereof, a copy of this agreement.
- b) The Union shall be able to use the district mail service, however, that said use shall not interfere with the communication between the Board of Education and/or the administration and employees.

SECTION 31.6: Health Requirements - The Employer has the legal authority to establish health standards for its employees. In setting such standards, however, the Employer will assume the cost of required medical examinations.

ARTICLE 32
SALARY

SECTION 32.1: For an employee serving less than 12 months per year the salary shall be prorated on a daily basis.

SECTION 32.2: Effective July 1, 2009 an employee changing from one title to a new higher title will receive a 10% increase in their hourly rate.

SECTION 32.3: An employee whose employment commenced July 1 to December 31 would be considered as having one (1) complete year of service on the following June 30. An employee whose employment commenced January 1 to June 30, inclusive, would not be considered as having a complete year of service on June 30 of that calendar year. The employee's complete year of service would be on July 1.

SECTION 32.4: When unusual circumstances arise – such as an office being without an administrator or office employee for a period more than 10 consecutive work days due to a vacancy or long-term illness, etc, and a substitute has not been brought in for the vacant position– a stipend of 15% of the employee's hourly wage will be awarded to the employee who has been authorized with prior approval by the Associate Superintendent, or immediate supervisor and prior approval by the Associate Superintendent, to do added responsibilities until the vacancy is filled. This stipend will be retroactive to the first day of the vacancy. When there are two or more secretaries in the office, the stipend will be divided. The above procedure will apply only to offices where there is one supervisor.

SECTION 32.5: Effective July 1, 2009, all unit members receive a 3.2% increase over their 2008-2009 total hourly rate

SECTION 32.6 : Effective July 1, 2010, all unit members receive a 3.2% increase over their 2009-2010 hourly rate.

SECTION 32.7: Effective July 1, 2011, all unit members receive a 3.2% increase over their 2010-2011 hourly rate.

SECTION 32.8: Effective July 1, 2009, a one (1) time \$750.00 off- base stipend will be given to the employee who has reached his or her tenth (10th) year as a secretary in the district.

SECTION 32.9: Stipends – The employer shall pay a stipend for the following positions:

1. The office employee who keeps the records for the High School graduation activities and the activity accounts, effective July 1, 2009 the stipend will be \$3,500.00

ARTICLE 33
ANNUITIES

SECTION 33.1: Through employee payroll deductions, regulated investment companies (Mutual Funds) and/or annuities will be purchased in accordance with the provisions of Section 403 (B) of the Internal Revenue Code of 1954, as amended. Prior to any investment company soliciting employees of the district, the investment company must be approved by the Associate Superintendent. All federal and state Sharing and Exchange agreements must be signed and approved by the Soliciting Company, District TSA Administrator, and TPA. These employee payroll deductions will be distributed by Legend Advisory Services (TPA)

ARTICLE 34
CONFORMITY TO LAW

SECTION 34.1: If any provision of this agreement is or shall at any time be contrary to state and/or federal law, then such provision shall not be applicable or performed or enforced. The Employer and the Union would negotiate a substitute for, which is declared illegal.

ARTICLE 35
TOTALITY OF AGREEMENT

SECTION 35.1: This contract incorporates the entire understanding of both parties on all issues which have been discussed during negotiations. Therefore, effective July 1, 2009 there are no Memorandums of Understand in existence.

ARTICLE 36
DURATION AND TERMINATION

SECTION 36.1: This agreement shall be effective as of the first day of July 2009 and shall continue in full force and in effect until the 30th day of June 2012.

SECTION 36.2: If either party desires to terminate or modify this agreement it shall, one hundred and eighty (180) days prior to the termination date, give written notice of such desire by certified mail to the other party.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HERUNTO EXECUTED THIS AGREEMENT AS OF THE 15th DAY OF July, 2009.

HAMBURG CENTRAL SCHOOL DISTRICT

[Handwritten Signature]

TEAMSTERS LOCAL #264

[Handwritten Signature] 9-9-10

[Handwritten Signature] 9/9/10

[Handwritten Signature] 9-9-10

[Handwritten Signature] 9/9/10
