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Union: **Holley Central School District Clerical Staff**

Local:

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HOLLEY CENTRAL SCHOOL
Holley, New York

CLERICAL CONTRACT

July 1, 2004 - June 30, 2007

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



**HOLLEY CENTRAL SCHOOL
Holley, New York**

CLERICAL CONTRACT

July 1, 2004 - June 30, 2007

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ARTICLE 1 - RECOGNITION

The Clerical Staff of the Holley Central School District is recognized as the bargaining agent for the clerical employees of the Holley Central School District by the Board of Education on the 12th day of January 1972. The positions of Superintendent's Secretary, Secretary to the School Business Official and Payroll/Personnel Clerk shall be excluded from the bargaining unit. Upon the creation of a position which did not exist in the District as of June 30, 1993, the status of that position shall be determined jointly by the unit and the Superintendent.

ARTICLE 2 - MANAGEMENT RIGHTS

The Holley Board of Education retains all management rights and functions it possessed prior to entering into this Agreement and may formulate rules and regulations, including safety regulations, for the conduct of its employees in the operation of school district business. Written notice of such rules and regulations will be provided to all employees.

ARTICLE 3 - SAVINGS CLAUSE

If any provisions of this Agreement or any application of the Agreement is found contrary to law or rules and regulations of the Commissioner of Education, then such provision or application shall be deemed invalid and stricken from the contract and/or remedied as prescribed by law of appropriate rule or regulation. All other provisions or applications shall continue for the duration of the contract.

ARTICLE 4 - NEGOTIATION PROCEDURES

When it becomes necessary or appropriate to reopen or renegotiate the contract, the party wishing to negotiate will inform the other party no later than February 15th of the same calendar year.

At the first negotiation session, the party seeking negotiations shall present their concerns. The other party shall react to and present their concerns at the second meeting.

Minutes of each negotiation session shall be recorded by the employee team. The management team shall cause them to be transcribed. They shall be corrected or amended, if necessary, at the next subsequent meeting and approved by both negotiating teams before becoming official.

Items agreed upon shall be put in written order, initialed and dated by the head negotiator for each team as soon as practicable after tentative agreement is reached.

When all items are agreed upon, they shall be taken to each side's reference group (employees or Board) for ratification. Ratification shall consist of a positive, majority vote of each reference group.

Upon ratification, the head negotiator for the Employees' Unit and the Superintendent shall sign the contract and it shall become effective for the dates specified.

ARTICLE 5 - ELIGIBILITY REQUIREMENTS

While all employees are subject to the general provisions of this contract, part-time employees are not eligible for all fringe benefits. Part-time employees are determined to be those employees working less than twenty (20) hours per week.

ARTICLE 6 - PERFORMANCE EVALUATION

Each employee will receive a written evaluation of his/her job performance yearly from his/her immediate supervisor. A copy of the evaluation will be kept on file in his/her personnel folder. Employees shall sign and date the evaluations to indicate they have reviewed them with their supervisor. If an employee is not satisfied with the contents of the evaluation, they may add his/her written comments to the evaluation. Such additions shall be signed and dated by the employee. Job descriptions shall be updated annually by each unit member's immediate supervisor along with the unit member.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. Definition

1. Grievance - for the purpose of this Agreement, the term "grievance" shall mean any dispute or disagreement between the employees in this unit and the District, which dispute or disagreement alleges that there has been a violation, a misinterpretation, or inequitable application concerning the terms and conditions of employment as specified in any provisions of this Agreement.
2. District Authorized Representative - The term "District's Authorized Representative" shall mean any administrative or supervisory officer responsible for the area in which a grievance is alleged.

B. Procedure

1. Step 1 - Within ten (10) working days of the occurrence of an event giving rise to an alleged grievance, such alleged grievance shall be discussed between the employee conceiving himself/herself aggrieved and the District's authorized representative. Such alleged grievance need not be reduced to writing, but a record shall be made of the fact that there was a discussion of the alleged grievance and of the general nature of such alleged grievance. A decision on the alleged grievance shall be given within five (5) working days after such discussion.
2. Step 2 - If no satisfactory solution is reached at Step 1, the alleged grievance shall be reduced to writing and signed by the employee concerned and submitted to the District's Authorized Representative within the next two (2) working days following receipt of the answer at Step 1. A written answer shall be given to the employee within five (5) working days following receipt of the written alleged grievance.
3. Step 3 - If the employee concerned is not satisfied with the written answer provided for in Step 2, such employee, within five (5) work days following receipt of such written answer, may file a written appeal with the Superintendent of Schools. Within ten (10) work days after receipt of the written appeal, the Superintendent or his/her duly authorized representative, shall hold a fact finding hearing with all parties to the Superintendent or made by the Superintendent within ten (10) work days after the receipt of the finding of fact.
4. Step 4 - If the grievance is still not resolved, the employee may request the matter be presented to the Board of Education at their next regularly scheduled meeting. The Board shall hear all sides of the question and may at their discretion call for and take testimony. The Board shall render a decision in written form within twenty (20) days. The Board's decision shall be final and binding on all parties.

ARTICLE 8 - HEALTH INSURANCE

The district shall offer both the traditional and the point of service plans offered through the Orleans-Niagara BOCES Health Consortium. All employees hired after November 1, 2004, must join the point of service plan.

If an existing employee elects the traditional plan, the district will pay 94% of the premium in 2004-05, 91% of the premium in 2005-06, and 88% of the premium in 2006-07, and every year thereafter for either individual, two person or family coverage as applicable to each professional employee desiring to be covered.

For the traditional plan, on December 1, 2004, the prescription drug co-pay will be \$5 for generic drugs, \$15 for brand names drugs and \$20 for non-formulary drugs.

If an employee, who was in the traditional plan as of September 1, 2004, elects to transfer to the point of service plan, they will be paid a one-time stipend of \$2500. This stipend will be paid as follows: \$1250 by December 3, 2004, and \$1250 on July 1st of 2005. This stipend will be paid into a 105H plan unless the employee agrees to pay the district's cost to Social Security and Employees' Retirement. If the employee agrees to pay these costs, then they may receive the stipend in cash.

Health insurance elections must be made by June 15 of the prior year. Elections may not be changed during that school year unless there is a life change: e.g. marriage, divorce, birth, loss of insurance by a spouse, death, etc. during the year.

Employees who elect not to receive health insurance through Holley will receive a buy-out stipend of \$1750 for 2004-05, \$1850 for 2005-2006 and \$2000 for every year thereafter.

If an employee, who changed to point of service, wishes to go back to the traditional plan they may providing they pay back the \$2500 conversion stipend and they pay the difference in premium between the point of service and the traditional plans.

The district will no longer pay the deductibles in the traditional plan.

The coverage shall include the full calendar year - July 1 - June 30.

Section 125 Flexible Benefit Plan

A complete Section 125 Flexible Benefit Plan will be in place by October 1, 1996, at no cost to unit members.

No clerical employee who is covered under any other hospitalization plan of her own or her immediate family, any part of the cost of which is paid by another employer, shall be eligible for coverage by the District under this provision.

It is understood that the District, from time to time, may require written certification from employees covered by the agreement that the employee is in compliance with this requirement. The District may also make reasonable inquires or require reasonable documentation by the employee concerning compliance with this requirement.

The District shall not reduce the level of benefits beyond those which are in effect, during this contract, unless those benefits are no longer available to the District. If those benefits are not available, the District shall provide benefits which most closely match those in effect on October 1, 1996.

Nothing in this contract shall either prevent the District from or compel it to employ the services of a third party administrator or to self insure for health insurance coverage, nor shall it prevent the District from offering alternative health insurance plans to individual clerical employees who desire such coverage.

In the event of an employee's or retiree's death, the spouse shall be entitled to pickup group rate insurance coverage under the same conditions that it was available to the employee or retiree.

ARTICLE 9 - DENTAL INSURANCE

Dental insurance shall be made available to those clerical employees desiring such coverage. The cost of this insurance coverage shall be borne by individual clerical employees through payroll deductions.

ARTICLE 10 - LIFE INSURANCE

The District shall make life insurance coverage equal to the employee's annual salary available to all employees working 20 hours or more per week. Employees will be required to contribute fifty (50) cents per month for each \$1,000.00 of coverage.

If an employee has been employed by the District for fifteen (15) years at retirement, insurance will be continued at no cost to the employee. If the employee has been employed by the District for at least ten (10) years, but not as many as fifteen (15) years, the insurance will continue at the current employee rate of contribution. If an employee has been employed by the District for less than ten (10) years, coverage will cease upon retirement.

ARTICLE 11 - RETIREMENT

Employees may join the New York State Employees' Retirement System. Those joining are subject to all provisions, rules and regulations as outlined in the Employer's Guide on file in the District Office. Those joining after 1976 will be responsible for a 3% contribution.

For retirement purposes, unused sick leave may be accumulated up to 220 days. The dollar value of such unused sick leave may be used to purchase a portion of or all of the cost of continuation after retirement for clerical employees and their spouses in the current district group health insurance plan until such sum is exhausted. After having exhausted all accumulated sick days, the employee or spouse will have the option of purchasing health insurance through the district. The dollar value of unused sick leave shall be calculated by multiplying 1/200th for 10 month employees, 1/220th for 11 month employees, and 1/240th for 12 month employees of the average salary for any seven consecutive year period by (.5) the number of unused sick days. No lump sum payment for unused sick days will be permitted in any form.

ARTICLE 12 - JOB OPENINGS

Any clerical position that becomes vacant or open in the Holley Central School System shall be posted. Qualified employees may apply for the position and shall receive consideration as a candidate.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

This contract may be modified any any time by written, mutual consent of both parties. For the duration of this contract, no articles may be reopened.

ARTICLE 14 - LONGEVITY PAY

Clerical employees shall be eligible for an annual, non-accumulative longevity payment:

\$300 – at the completion of ten (10) years of service with the clerical unit.

\$800 – at the completion of fifteen (15) years of service with the clerical unit.

\$1450 – at the completion of twenty (20) years of service with the clerical unit.

Longevity payments will begin at the nearest available payroll date following the employee's anniversary date with the clerical unit. The employee has the option of taking this payment in one (1) lump sum.

ARTICLE 15 - LEAVES OF ABSENCE

- A. Bereavement Leave – Employees shall be granted up to five (5) days leave with pay for deaths of the following relatives: mother, father, father-in-law, mother-in-law, husband, wife, son, daughter, stepson, stepdaughter, adopted child, brother, sister, brother-in-law, sister-in-law, son-in-law and daughter-in-law. Employees shall be granted up to three (3) days leave with pay for deaths of the following relatives: nieces, nephews, grandchild or grandparent. Employees shall be granted up to one (1) day leave with pay for deaths of the following relatives: aunt or uncle of the employee or the employee's spouse.
- B. Leave Without Pay - Leave without pay may be granted to an employee by the immediate supervisor and the Superintendent when circumstances warrant such leave. Employees should be cautioned, however, that continued and excessive requests for leave without pay may result in termination of services.

- C. **Maternity Leave** – A unit member may expend paid sick leave, personal or vacation leave, if applicable, for childbirth or a pregnancy-related disability. Such leave may only be used during the disability. The unit member must provide written verification from the physician upon district request. A unit member must request the leave in writing 30 days in advance of the proposed date of the leave. A unit member who exhausts such leave during the disability period is entitled to unpaid leave during the disability period.

A unit member may apply for an additional unpaid child rearing leave upon termination of her disability. This request must be in writing and be made 30 days prior to the commencement date of the leave. A child rearing leave shall be without pay and benefits and seniority will not accrue during the leave. The combined total of the leaves shall not exceed one year in duration. In the event an employee does not request a child rearing leave, she will be expected to return to work at the termination of her disability.

- D. **Leaves (General)** - The Holley Board of Education, in the responsible exercise of its power to grant leaves, does provide for the previous determined leaves as a convenience to their employees. It should be clear, however, that the Board does not expect that employees will consistently claim their limit of leave on a yearly basis. The Board expects that employees will claim leave for valid and appropriate reasons.
- E. **School Closings** - In the event it becomes necessary to close school, the following shall apply:
1. If school is closed during the day after the employee normally reports for work, they shall be paid a full day's wage.
 2. If school is closed due to inclement weather or because of a physical problem in the building(s), clerical staff will be compensated at their normal daily rate.
 3. If school is closed for any other reason, the superintendent shall determine if clerical help is expected to report to work. Clerical help will be paid in either case.
- F. **Jury Duty** - If an employee is required to serve on jury duty, they shall receive their regular pay from the District but shall return to the District any compensation received for their services as a jury person other than that portion ascribed to meals and travel compensation.

ARTICLE 16 - CLERICAL WORKSHOPS

Any and/or all clerical employees may attend workshops upon the recommendation of the immediate supervisor and approval by the Superintendent. The District will pay for workshops for members to attend if it will benefit the school district in the performance of the unit member's job.

ARTICLE 17 – DURATION

This Agreement is in effect from July 1, 2004 through June 30, 2007, or until the parties enter into a new Agreement.

ADDENDUM A - TEN (10) MONTH EMPLOYEE

I. LEAVES OF ABSENCE

A. Sick Leave

Sick leave will be granted for ten (10) days per year. This may be used for personal or serious illness in the immediate family. Unused sick leave may accumulate up to two hundred twenty (220) days.

B. Personal Leave

Up to three (3) days per year may be used to conduct personal business. These days are to be used to conduct personal business which cannot be done except during normal working hours. The day before and the day after school holidays, Christmas Recess, Winter Recess and Spring Recess, may not be used as personal leave days. Unused personal leave days may be accumulated as sick leave days at the end of each school year.

II. SCHOOL VACATIONS

Ten (10) month employees are not expected to report to work during school vacation periods during the school year. The normal employment period will be from September 1st through June 30th of each year. They will be paid the following legal holidays and are not expected to work - Labor Day - Columbus Day - Veteran's Day - Thanksgiving Day - the Friday after Thanksgiving - If Christmas is on a Saturday, Sunday or Monday, employees will have the day after Christmas - If Christmas is on a Tuesday, Wednesday, Thursday or Friday, employees will have the day before Christmas - New Year's Day - Martin Luther King, Jr. Day - President's Day - Good Friday - and Memorial Day. Should an occasion arise when it is necessary to hold school on any of the above listed days, compensatory time will be permitted.

III. VACATION

Ten (10) month employees do not receive any paid vacation.

IV. SALARY

Salary is based upon a 6 ½ hour workday during the school year and 6 hours per day during the summer.

ADDENDUM B - ELEVEN (11) MONTH EMPLOYEES

I. LEAVES OF ABSENCE

A. Sick Leave

Sick leave will be granted for twelve (12) days per year. This may be used for personal or serious illness in the immediate family. Unused sick leave may accumulate up to two hundred twenty (220) days.

B. Personal Leave

Up to three (3) days per year may be used to conduct personal business. These days are to be used to conduct personal business which cannot be done except during normal working hours. The day before and the day after school holidays, Christmas Recess, Winter Recess and Spring Recess, may not be used as personal leave days. Unused personal leave days may be accumulated as sick leave days at the end of each school year.

II. SCHOOL VACATIONS

Eleven month employees are not expected to report to work during school vacation periods during the school year. They are expected to work during the summer months. They will be paid the following legal holidays and are not expected to work: July 4 - Labor Day - Columbus Day - Veteran's Day - Thanksgiving Day - the Friday after Thanksgiving Day - If Christmas is on a Saturday, Sunday or Monday, employees will have the day after Christmas - If Christmas is on a Tuesday, Wednesday, Thursday or Friday, employees will have the day before Christmas - New Year's Day - Martin Luther King, Jr. Day - President's Day - Good Friday and Memorial Day. Should an occasion arise when it is necessary to hold school on any of the above listed days, compensatory time will be permitted.

III. VACATION

Eleven month employees shall be entitled to two weeks paid vacation at the completion of one year and three weeks paid vacation at the completion of seven years. Vacation time may not be carried from year to year. Vacation periods may be taken any time of the year with the supervisor's approval provided that it does not create an undue hardship to the District.

IV. SALARY

Salary is based upon a 7 ½ hour workday during the school year and 6 hours per day during the summer.

ADDENDUM C - TWELVE (12) MONTH EMPLOYEES

I. LEAVES OF ABSENCE

A. Sick leave

Sick leave will be granted for fifteen (15) days per year. This may be used for personal or serious illness in the immediate family. Unused sick leave may accumulate up to two hundred twenty (220) days.

B. Personal Leave

Up to three (3) days per year may be used to conduct personal business. These days are to be used to conduct personal business which cannot be done except during normal working hours. The day before and the day after school holidays, Christmas Recess, Winter Recess and Spring Recess, may not be used as personal leave days. Unused personal leave days may be accumulated as sick leave days at the end of each school year.

II. SCHOOL VACATIONS

Twelve month employees are expected to report to work during school vacations during the school year. They will be paid the following legal holidays and are not expected to work: July 4 - Labor Day - Columbus Day - Veteran's Day - Thanksgiving Day - the Friday after Thanksgiving - If Christmas is on a Saturday, Sunday or Monday, employees will have the day after Christmas - If Christmas is on a Tuesday, Wednesday, Thursday or Friday, employees will have the day before Christmas - New Year's Day - Martin Luther King, Jr. Day - President's Day - Good Friday and Memorial Day. Should an occasion arise when it is necessary to hold school on any of the above listed days, compensatory time will be permitted.

III. VACATION

Twelve month employees shall be entitled to two (2) weeks paid vacation at the completion of one (1) year and three (3) weeks paid vacation at the completion of five (5) years and four (4) weeks paid vacation at the completion of ten (10) years. Vacation time may not be carried from year to year. Vacation periods may be taken any time of the year with a supervisor's approval and providing that it does not create any undue hardship to the District.

IV. SALARY

Salary is based upon a 7 ½ hour workday during the school year and 6 hours per day during the summer.

ADDENDUM D - STARTING SALARIES FOR NEW EMPLOYEES

New employees will negotiate a starting salary and receive a 3.5% increase for succeeding years of this contract.

SALARIES FOR CLERICAL STAFF

NAME	2004-2005 - 3.5%	2005-2006 - 3.5%	2006-2007 - 3.5%
Donna Bopp	16,908.96	17,500.77	18,113.30
Penny Cole	16,203.27	16,770.38	17,357.34
Sue Morreall	16,146.86	16,712.00	17,296.92
Michele Sheelar	23,724.49	24,554.84	25,414.26
Roxanne Wagner	21,387.93	22,136.51	22,911.29

FOR THE CLERICAL STAFF

Michele Sheelar
Signature

1-10-05
Date

Roxanne Wagner
Signature

1-11-05
Date

SUPERINTENDENT

Mary Anne Kermis
Signature

1-10-05
Date