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East Syracuse-Minoa Central School  
District And East Syracuse-Minoa  
Clerical Assn

SD  
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# **AGREEMENT**

**Between the Board of Education**

**and the**

**Employees of the**

**East Syracuse-Minoa Central School District**

**Clerical Association United, NYSUT**

**July 1, 2002- June 30, 2005**

**RECEIVED**

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
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**CONCILIATION**

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**ARTICLE I**  
**CERTIFICATION**

The ESM Clerical Association United, NYSUT, is the exclusive bargaining agent for all clerical employees and teacher aides as per order of the New York State Public Employment Relations Board's "Certificate of Representative and Order to Negotiate" dated May 22, 1981.

**ARTICLE II**  
**MEMORANDUM OF AGREEMENT**

- A. This agreement shall remain in full force and effect for the period July 1, 2002 through June 30, 2005, except as hereinafter provided.
- B. In the event that a decision from an administrative agency, quasi-judicial body, a court of competent jurisdiction, or an act of either the New York State Legislature or the United States Congress occurs during the term of this agreement which decision or act has the effect of overruling the "Interpretation Service Benefit Claims Special Bulletin" issued by the New York State Department of Labor on April 25, 1978, then the Board may at its option reopen negotiations with the Association for the sole purpose of adding a new provision to this agreement to satisfy the criteria which said decision or act may establish as necessary to render bargaining unit members ineligible for unemployment insurance benefits during holiday periods, vacation periods, and between academic years or terms.

**ARTICLE III**  
**HIRING, ASSIGNMENT, TRANSFER AND REDUCTION**  
**IN WORK FORCE PROCEDURES**

- A. When a vacancy or a new position is created within the unit of clerical employees, the position shall be adequately publicised so that other members of the unit may assess the position and make application for same;
  - 1. Individuals must make their interests known for such positions to the Superintendent's designated representative by letter within a reasonable amount of time from the date of publication.
  - 2. Employees will be given consideration for such positions, but the final decision for such appointments shall rest with the employer.
  - 3. The President of the Association shall receive a copy of any notices affecting clerical and teacher aide employees that are posted. Failure of the President to receive such notice will not adversely affect the District's ability to hire someone if the vacancy is properly posted.

Article III Hiring, Assignment, Transfer and Reduction in Work Force Procedures (cont'd)

- B. The Superintendent shall have the responsibility for transferring personnel when the necessity arises. Every effort will be made to make such transfers with the least amount of discord.
- C. All appointments to clerical positions shall be subject to Civil Service Rules and Regulations as applicable.
1. An applicant for a competitive clerical position may be hired on a provisional appointment until such time as the required Civil Service examination is passed. Clerical employees failing to pass the required Civil Service examination for the position they hold or to which they expect to be appointed may re-try the examination twice. Failure on the third try shall be grounds for not receiving a probationary appointment and/or for dismissal.
  2. Upon passing the required Civil Service examination for a competitive clerical position, the employee will be granted a probationary appointment by the Board of Education if he/she is ranked within the top three of those passing the examination. If he/she is not ranked within the top three, the employee may be granted a probationary period by the Board of Education.  
  
The probationary period will be 52 weeks for 11 and 12 month employees and 40 weeks for 10 month employees. If an employee has been in the Civil Service classification for at least two months, he/she will be given credit towards the probationary period equal to the amount of time served up to a maximum of 20 weeks. Otherwise, the probationary period will begin on the date of the probationary appointment.  
  
Applicants for noncompetitive positions will be granted an immediate probationary appointment subject to the same regulations.
  3. All probationary appointments of clerical employees shall be reviewed and a recommendation shall be made by their supervisor to the Superintendent by the 46th week for 11 and 12 month employees and the 36th week for 10 month employees concerning their placement on permanent appointment.
- D. Reduction of staff within the areas of competitive positions shall be determined by official Civil Service Department Rules and Regulations.
- E. When it becomes necessary to reduce the work force in non-competitive positions, such reduction in force shall be governed by seniority, considering ability and performance. Seniority is to be determined by date of hire with continuous service following in the non-competitive classification. Individuals shall be recalled in the order of the layoff.

Seniority will not be accumulated nor lost during leaves of absence without pay. In the event of a reduction in the work force of permanent part-time employees, the Superintendent or his designated representative will make every effort to notify the individuals affected at least thirty (30) days in advance of said reduction.

If the District hires a part-time employee to work a twelve month schedule, the work year, including vacation and holidays, shall be prorated.

**ARTICLE IV**  
**WORK DAY, WORK WEEK, AND WORK YEAR**

- A. The regular work day for full-time clerical employees shall be 7-1/2 hours per day exclusive of lunch period; and the work week shall be 37-1/2 hours.
1. Part-time clerical employees may deviate from the above stipulations.
  2. Employees working seven and one-half hours or more per day receive a thirty minute unpaid lunch period and two paid fifteen minute breaks per day.
  3. Those working more than four hours but less than seven hours per day receive a thirty minute unpaid lunch period and one paid fifteen minute break.
- B. **10 Month Full-Time Clerical Employees:**
1. The work year shall consist of a minimum of 200 days. This will include the school year calendar, paid holidays, the days from September 1 through the opening of school, the days from Commencement through June 30, and any workshop or teacher conference days occurring during the school week.
  2. The work year will not include scheduled school recesses or the Friday following Thanksgiving.
- C. **11 Month Full-Time Clerical Employees:**
1. The work year shall consist of a minimum of 220 days. This will include the school year calendar, paid holidays, the days from September 1 through the opening of school, the days of Commencement through June 30, and any workshop or teacher conference days occurring during the school week.
  2. The work year will also include 20 days to be worked in July or August to be determined by the immediate supervisor with approval of the Business Manager.

Article IV Work Day, Work Week, and Work Year (cont'd)

3. The work year will not include scheduled school recesses or the Friday following Thanksgiving.

**D. 12 Month Full-Time Clerical Employees:**

1. The work year shall consist of a minimum of 260 days. This will include the calendar year, paid holidays, and earned vacation days.
2. The work year will also include all school vacations and days when schools are not in session. The only exceptions will be paid holidays and earned vacation days.

**E. Permanent Part-Time Clerical Employees and Teacher Aides:**

1. The work year shall include the school calendar, the days from September 1 through opening of school, the days from Commencement through June 30, and any holidays to which the employee is entitled. Permanent part-time employees may be required to work on workshop days and teacher conference days occurring during the school week.
2. Employment will be on a regular basis. The work days and/or hours will be determined by the supervisor to best fit the needs of the particular building or office.
3. The work year will not include scheduled school recesses or the Friday following Thanksgiving.

**ARTICLE V**  
**LEAVE OF ABSENCE**

A. Application for leave of absence must be made directly to the Superintendent of Schools. Leave of absence for reasons of illness or personal nature may be granted at the discretion of the Superintendent and approval of the Board of Education. Extensions of leaves of absence may be applied for directly to the Superintendent of Schools.

1. Eligibility

- a. Employee normally must have completed two (2) years of consecutive employment in the district
- b. Employee must be on an annual contract basis and work at least twenty (20) hours per week.



Article V Leave of Absence (cont'd)

B. Child Rearing Leave

In the case of a birth or adoption of a child, a bargaining unit member upon written request will be granted a leave of absence up to two years for child rearing purposes under the following conditions:

- a. Requests will be submitted at any time between the commencement of the pregnancy and three (3) weeks after the birth or adoption of the child. At the expiration of the first year of said leave, the employee must inform the personnel office no later than thirty (30) days prior to the end of said leave of the intent to return. Failure to so inform the district will have the same meaning as if the bargaining unit member had requested an extension of leave for an additional year. Sixty (60) days prior to the end of the school year of said leave, the bargaining unit member must inform the personnel office in writing of the intent to return.
- b. Child rearing leaves will be without pay.
- c. All benefits to which a bargaining unit member was entitled at the time his/her leave of absence commenced including unused accumulated sick leave will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
- d. Additional benefits will not be accumulated during the period of the leave.
- e. Upon return from such leave, the bargaining unit member will be placed on the salary step he or she would have achieved in the year immediately following the commencement of the leave.
- f. A bargaining unit member on a child rearing leave of absence may substitute in the East Syracuse-Minoa School District.

**ARTICLE VI**  
**SALARY GUIDES AND RELATED ITEMS**

**A. Salary**

1. Effective July 1, 2002, unit employees who continue their employment with the District shall receive 4% increase over their 2001-2002 total salary, 3.5% increase over their 2002-2003 total salary, and 3.5% over their 2003-2004 total salary.
2. New hires in the following positions shall be paid as follows:

	2002-2003	2003-2004	2004-2005
Teacher Aide	\$8.80	\$8.98	\$9.16
Clerk I	\$9.80	\$10.00	\$10.20
Office Machine Operator	\$9.90	\$10.10	\$10.30
Library Clerk	\$10.20	\$10.40	\$10.60
Typist I	\$10.40	\$10.60	\$10.81
Clerk II	\$10.40	\$10.60	\$10.81
Typist II	\$10.90	\$11.12	\$11.34
Duplicating Machine Operator	\$10.90	\$11.12	\$11.34
Account Clerk I	\$11.75	\$11.98	\$12.22
School Secretary	\$11.50	\$11.73	\$11.96
Graphic Technician	\$11.50	\$11.73	\$11.96
Duplicating Machine Operator II	\$11.75	\$11.98	\$12.22
PC Software Specialist	\$12.85	\$13.10	\$13.36

**B. Longevity Stipend**

1. A longevity stipend shall be provided to all members of the bargaining unit after completion of 5, 10, 15, and 20 years of service in the unit. Such stipends are cumulative.
2. A year of service for the longevity stipends shall be defined as the individual employee's work year, July to July. If the employee is on the payroll for at least half of the required work year, then that year shall count as a year of service.
3. Should an employee resign his/her position or be terminated by the District and subsequently resume employment with the District, her prior years of service with the District shall count toward the five (5) required years of service for the Longevity Stipend. However, should the period of time between resignation/termination and resumption of employment exceed five (5) years, such prior service shall not count towards the five (5) required

Article VI Salary Guides and Related Items (cont'd)

years of service. Leaves of absence (without pay) shall not count towards the five (5) years of service nor be considered as a break in services.

4. Longevity Stipends shall be paid in accordance with the following schedule to those qualified employees. In the event an employee changes the length of his/her workday, the hours added or subtracted will be calculated at the hourly rate then in effect for the longevity year. For example, an employee who has a five year longevity stipend for a 4 hour day shall have 20 cents per hour for two hours per day added to his/her base salary in the event s/he moves to a six hour day during the 2002-03 year. Once granted, the longevity stipend(s) shall be incorporated into the employee's total salary:

After five (5) years of continuous service in the District                      \$.20 per hour additional

After ten (10) years of continuous service in the District                      \$.30 per hour additional

After fifteen (15) years of continuous service in the District                      \$.30 per hour additional

After twenty (20) years of continuous service in the District                      \$.30 per hour additional

- C. Ten month full-time employee salary will be determined based upon (200 work days). An eleven month full-time employee salary will be determined based upon 220 work days. And a twelve month full-time employee salary will be determined based upon 260 work days.

D. Merit Salary Advancement

1. Employees desiring consideration for such merit pay may apply for same to their supervisor.
2. Merit advancement can be accomplished through the written recommendation of the immediate supervisor and the approval of the superintendent.

- E. Employees changing position and moving from one pay rate to another shall receive a pay increase of at least forty cents per hour or the difference between the starting rate of pay of the position, whichever is greater.

- F. A new employee shall not be hired above the hiring rate except on special recommendation of the Superintendent when a need for experience and proficiency in specific areas necessitates doing so. The hire rate of a new employee, granted

Article VI Salary Guides and Related Items (cont'd)

credit for prior relevant job experience, shall not exceed that of an incumbent employee with equivalent number of years of related experience.

- G. To encourage clerical staff members to take advantage of various educational opportunities created to increase their skills relative to their positions in the school district, the following program will be in effect for the duration of the Agreement.

The following stipulations shall be adhered to in the administration of the program:

1. Any individual member of the clerical staff contemplating registering for and participating in a particular course of study must have prior administrative approval if the course of study is to be used for salary adjustment.
  2. An individual must complete a minimum of 30 clock hours of classroom instruction.
  3. Upon completion of the course, there must be an official certification of successful participation presented with any request for salary adjustment.
  4. All efforts and time spent on such courses of study shall be beyond the confines of the work day.
  5. Salary adjustments shall be made on the basis of \$30.00 per course of study, not to exceed two (2) courses in a given year.
- H. In the matter of clerical employees, the Board of Education may consider administrative recommendations regarding individual employees involving a salary increase.
- I. Nothing in these provisions shall prevent the Superintendent, with administrative recommendation and approval of the Board of Education, from granting a salary increase at any time.
- J. Salary deductions resulting from unauthorized absence shall be computed as follows:
1. 1/200 for each day of such absence for 10 month full-time clerical employees.
  2. 1/220 for each day of such absence for 11 month full-time clerical employees.
  3. 1/260 for each day of such absence for 12 month full-time clerical employees.

Article VI Salary Guides and Related Items (cont'd)

- K. Overtime - All unit employees are eligible for overtime pay in accordance with the following:
1. Time and a half for all hours worked over forty (40) in a week (including all paid holidays, sick leave, personal days and vacation days).
  2. An employee may choose to receive compensatory time off in lieu of overtime pay. However, compensation shall be granted at the same rate as the overtime pay.

The scheduling of the time off to utilize the employee's accrued comp time shall be mutually determined. If a mutually agreeable time cannot be arranged, the employee shall notify the employer in writing that s/he wishes to be paid.

**ARTICLE VII**  
**UNSCHEDULED SCHOOL CLOSINGS**

- A. On days when schools are closed due to inclement weather but were originally scheduled to be open, all permanent part-time employees, teacher aides, and 10 and 11 month full-time, clerical employees will not be required to report to work and will suffer no loss in pay or personal time. However, clerical employees will not be paid for time worked in excess of their contracted work year.
- B. All 12 month full-time clerical employees will be required to report for work on these days. Those reporting will be credited with one (1) vacation day. Those who do not report will be assessed 1/2 a personal day.
- C. Any clerical employee in "A" above on sick or personal leave on days when school is closed due to inclement weather will not have said days deducted from his/her sick or personal leave allowance.
- D. In the event of a building specific emergency, bargaining unit employees may evacuate the building with students and teachers.

**ARTICLE VIII**  
**NEGOTIATION PROCEDURE**

A. Definitions

As used in these procedures:

1. The term "Board of Education" means the total elected Board of Education membership of the East Syracuse-Minoa Central School District.

## Article VIII Negotiation Procedure (cont'd)

2. The term "East Syracuse-Minoa Clerical Association United, NYSUT" shall be used to refer to the organization which represents all clerical and teacher aide personnel except for those who evaluate employees and report same to the District Office.
3. The term "Board" means the negotiating committee of the Board of Education of the East Syracuse-Minoa Central School District.
4. The term "Terms and Conditions of Employment" shall be defined in accordance with the rules, regulations, and decisions of the Public Employment Relations Board.

### B. General Procedures

1. Meetings for the purpose of negotiations between the Board and the Association will be held upon written request of either the Board or Association in reasonable time prior to the expiration of a current agreement.
2. Facts, opinions, proposals, and counter-proposals should be exchanged freely at these meetings in an effort to reconcile differences and to reach mutual understanding and agreement. The Board and/or the Association reserves the right to caucus away from the main meeting place at any time.
3. Professional or lay consultants may be called in to assist in the consideration of matters under discussion and to make suggestions. The party which invites a consultant will advise the chief negotiator of the other party of this invitation at least two (2) days prior to the scheduled meeting.
4. The Association will negotiate all terms and conditions of employment including classifications, job descriptions, hours of employment, and/or such terms and conditions of employment as are pertinent.
5. It is not the intent of these procedures to interfere with the prevailing patterns of communications between the administrators and the clerical personnel.
6. All Board of Education policies not incorporated in the Negotiated Agreement shall remain in effect. Policies, and all phrases contained therein, that are negotiated and mutually agreed upon shall supersede any prior established policy.

- C. For informational purposes, any non-instructional personnel policy affecting clerical personnel instituted by the Board of Education and/or the Administration shall be provided to the Association.

**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

A. Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious relationship between the Board of Education and the staff of clerical employees is essential to the operation of the school, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of the clerical employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board of Education and clerical employees are afforded adequate opportunity to dispose of their differences by procedures available within the school system.

It is further understood and agreed that this grievance procedure does not apply to, and is not intended as, a substitute or an alternative for any action permitted by or required of the Board of Education or the Association under any article of the State Civil Service Law or Rules and the Taylor Law.

B. Definitions

1. Grievance shall be defined as a dispute or controversy involving the interpretation and/or application of the expressed terms of this agreement.
2. Board of Education shall be defined as the total elected Board of Education of the East Syracuse-Minoa Central School District.
3. Party of Interest shall mean any party named in the grievance except the Aggrieved party.
4. Grievance Committee shall mean the committee of the Association that has the right and power to act on behalf of the Association and individual employees in the matter of grievances.

C. Procedure

1. In the event that a number of grievances arise which contain common questions of fact, they may be consolidated into one grievance upon agreement by the Superintendent or his designated representative and the Association, and processed as one grievance, except where such consolidation may prejudice the rights of any party.
2. If a grievance affects a group of employees and/or appears to be district wide, it may be submitted by the Association directly to Stage 2.
3. Insofar as practicable, the preparation and processing of grievances shall not interrupt the normal operation of the work day. There shall be no extra pay

## Article IX Grievance Procedure (cont'd)

for time spent in preparation and processing of a grievance during non-work hours. A reasonable amount of time during working hours may be allocated, when necessary, upon mutual agreement between the Superintendent or his designated representative and the Association.

4. Forms for filing grievances will be available in the Superintendent's office. Any revision of said forms will be jointly developed by the Superintendent or his/her designated representative and the Association.

### D. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. A written grievance will be deemed waived unless it is filed within twenty (20) work days after the employee knew, or should have known, of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be settled or discontinued; and further appeal under this agreement shall be barred.
4. The failure to communicate a decision within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

### E. Informal Procedure

1. The employee having a grievance shall discuss it with his/her department supervisor, either directly or through his/her representative, with the objective of resolving the matter informally.
2. Any decision derived from informal procedures shall not be inconsistent with the terms of the negotiated agreement, and shall not create a precedent or ruling binding upon either of the parties or their agreement in future proceedings.



Article IX Grievance Procedure (cont'd)

F. Formal Procedure

Stage 1: Business Manager or his/her designated representative:

- a. If a satisfactory decision is not reached in the Informal Procedure, the aggrieved party may appeal to his/her representative of the Grievance Committee and, if deemed necessary, the grievance shall be put in writing.

Two (2) copies shall be presented to the Business Manager or his designated representative and one (1) copy to the Association.

- b. Within five (5) work days after the written grievance is presented to him, the Business Manager or his designated representative shall render a decision in writing and present it to the aggrieved party, his/her representative and the Association.
- c. The Business Manager shall not consider any material or statements offered by or in behalf of any Party of Interest without the knowledge of the aggrieved party or his/her representative; and if any new material, not in evidence at the informal level is introduced, the aggrieved party shall have an opportunity to respond before a decision is rendered at this Stage.

Stage 2: Superintendent or his/her designated representative:

- a. If the aggrieved and his/her representative are not satisfied with the decision of the Business Manager or his designated representative, they shall within five (5) work days from said decision present the grievance to the Grievance Committee for consideration.
- b. If the Grievance Committee decides that the grievance is valid, a written appeal shall be filed with the Superintendent of Schools or his/her designated representative with a copy to the Association within ten (10) work days after the decision of the Business Manager is received.
- c. Within five (5) work days after receipt of the appeal of the decision at Stage 1, the Superintendent or his designated representative shall hold a hearing with the aggrieved party and the Grievance Representative and all other Parties of Interest. All such parties of interest shall be notified of the time and place of the hearing and shall have an opportunity to present their views.

Article IX Grievance Procedure (cont'd)

- d. The Superintendent or his designated representative shall render his decision in writing to the aggrieved with a copy to the representative and the Association within ten (10) work days after the hearing is held.

**Stage 3: Board of Education**

- a. If the aggrieved and the Association are not satisfied with the decision at Stage 2, the Grievance Representative will file an appeal in writing with the Board of Education within ten (10) work days after the decision is rendered at Stage 2. The grievance record shall be made available to the Board of Education.
- b. Within ten (10) work days after receipt of the appeal, the Board of Education shall hold a hearing with the Aggrieved and the Grievance Representative and all other Parties of Interest. All such Parties of Interest shall be notified of the time and place of the hearing and shall have an opportunity to present their views. The hearing shall be held in a closed session of the Board of Education.
- c. Within ten (10) work days after the conclusion of the hearing, the Board of Education shall render the final decision in writing to the aggrieved with a copy to the Association.

**ARTICLE X  
PAID VACATION**

Paid vacation for all 12 month part-time and full-time employees shall be determined in the following manner with the stipulation that where applicable part-time 12 month employees earn days on a prorated basis.

1. An employee must complete six (6) months of service before being credited with vacation time.
2. New 12 month employees will be credited with five (5) days of paid vacation for the first six (6) months of service starting with the first day of employment. If the services of such an employee should terminate prior to the completion of this first six (6) months of continuous employment, no vacation days will accrue and no compensation will be paid. If the service of such an employee should terminate after the completion of this first six (6) months of continuous employment, the employee shall receive .83 days per month for each month of service, not to exceed ten (10) days.

On July 1<sup>st</sup>, subsequent to the employee's anniversary date, each employee shall be credited with the prorated vacation allocation earned between his or her one (1) year anniversary date through June 30<sup>th</sup>.

Article X Paid Vacations (cont'd)

3. Earned vacation time may be taken by an employee after six (6) months of continuous employment.
4. Vacation time shall be earned and allocated in accordance with the following schedules:  
  
1 - 6 years of continuous employment - 10 days  
  
7 - 10 years of continuous employment - 15 days  
  
One additional day shall be earned for each completed year of service from the 11th through the 15th years of continuous employment not to exceed a maximum of twenty (20) days.
5. If a legal holiday occurs while an employee is on vacation, it shall not be considered as one of the vacation days to which the employee is entitled.
6. Vacations are to be taken between June 30 and September 1, during school recesses, or as determined practicable by the department supervisor.
7. In the event that an employee does not plan to use his/her regular vacation days in the year due, said employee will be allowed to carry over up to one (1) week of his/her allowed vacation into the next school year under the following conditions:
  - a. The supervisor must be informed of this plan by June 1 prior to the use of days in the next academic year.
  - b. The employee and supervisor must come to a mutual agreement on the time that the days will be used.

**ARTICLE XI**  
**PAID SICK LEAVE TIME**

- A. Paid sick leave time shall be granted all unit employees as follows:

Full-time ten (10) month employees shall receive ten days per year; eleven (11) days for full-time 11 month employees; twelve (12) days for full-time 12 month employees.

Those who work part-time shall receive the same number of days pro-rated. For instance, a twelve month employee who works half-time shall receive twelve half days per year.

## Article XI Paid Sick Leave Time (cont'd)

### B. Sick leave shall be credited each year in the following manner:

During the first year of employment with the district, one-half (1/2) of the sick leave days shall be credited at the beginning (July 1) and the mid-point (February 1) of the work year. Upon completion of one successful year of employment, the full amount of the yearly allocation shall be credited on the first work day of each new work year.

- C. As of November of each year, the District shall provide each unit employee with a written report of his/her current sick leave entitlement showing the yearly allocation as well as the previously accumulated unused days. (Report form to be decided upon.)
- D. All unused sick leave shall be allowed to accumulate to a maximum of 200 days for ten (10) month employees, 220 days for eleven (11) month employees, and 240 days for twelve (12) month employees.
- E. In the event of a prolonged illness and having exhausted their accumulated sick leave, a member of the Association may petition the Board of Education for additional days. The Board will consider all requests based upon their review of the individual's employment record and approve or disapprove the request. It is clearly understood that this is the sole right of the Board and will not be challenged or amended by any outside entity.

## **ARTICLE XII SICK LEAVE FOR PROLONGED ILLNESS**

Unit members represented by the ESM Clerical Association United, in the event of a prolonged illness or disability and having exhausted their accumulated sick leave days, may appeal to the Executive Committee of the Clerical Association for extra days of sick leave.

### **Procedure**

1. Such request will be sent to the Association President in writing and include the following information:
  - a) Nature of illness or disability
  - b) Physician's recommendation
  - c) Estimate of the number of additional sick leave days needed.
2. If the Executive Committee of the Association deems the request justifiable, they may appeal to the membership for a donation (not to exceed three days in any one year by an individual employee).

Article XII Sick Leave for Prolonged Illness (cont'd)

3. The Association will present its findings to the Superintendent or his/her designated representative along with the employee's letter of request, the physician's recommendation and the number of days donated by the membership. Each member will sign a release authorizing a deduction of days for his/her leave total.
4. All unit members requesting use of sick leave bank days must serve a waiting period of ten (10) consecutive days from the first day of absence due to the illness or disability. Individuals will be limited to 185 lifetime days from the bank.
5. The Board of Education may also consider recommendations by the Superintendent to add sick leave days as it in its sole discretion deems reasonable and justifiable.
6. If the applicant does not use the total number of sick leave days that have been donated, the remainder of days will be totalled and will be returned and maintained by the Association. The excess may be utilized by the Association for future applicants' leaves.
7. In the case of undue hardship, an individual may petition the Board of Education and Association for more days.

**ARTICLE XIII**  
**SEVERANCE PAY**

**Eligibility Requirements:**

1. At least fifteen (15) calendar years of service to the East Syracuse-Minoa School District as clerical employees serving as either full-time or regular part-time employees (employees eligible for sick days).
2. Letter of resignation two months prior to the effective resignation date.
3. The above conditions to be waived in the event that the employee passes away while in active district employment. In such event monies will revert to spouse or estate.

If the above requirements are met, the employee is entitled to receive severance pay based upon the number of sick days accrued as of the effective resignation date. Payment of this amount will be made within 30 days of the resignation date.

**Formula for Computation of Pay**

Sick Days Accrued

12 month employee	51-240	\$20.00/day	\$3,800.00 max
11 month employee	51-220	\$20.00/day	\$3,400.00 max
10 month employee	51-200	\$20.00/day	\$3,000.00 max

**ARTICLE XIV**  
**PAID PERSONAL LEAVE**

- A. Paid personal leave time shall be granted by immediate supervisor to all unit employees.

Personal absence will be granted for cases of a personal, legal or business nature when such business is on a normal business working day. Personal leave cannot be utilized immediately before or after a vacation period or holiday to extend scheduled school vacations or holidays, except for 12 month employees with prior approval from supervisor or designee. Members will not be required to state a reason for personal absence, but reasons such as those listed below would serve as reasonable examples:

1. Closing on a house or arranging a mortgage.
2. Appearance in court.
3. Reading of a will or pertinent estate settlement.
4. Graduation of yourself, your spouse, son or daughter from an approved institution of higher learning.
5. Death in the immediate family, a near relative, a close friend.
6. Fire, flood, or similar emergency in the home.
7. Enrollment of a son or daughter at an institution of higher learning.
8. Birth in the immediate family.
9. Wedding in the immediate family.
10. Meeting with legal counsel.
11. Sickness in the immediate family that necessitates bedside care.
12. Religious observance.
13. Member of immediate family leaving for or returning from overseas military service.

Exceptions to the above (personal absence) must be applied for by written request directly to the office of the Director of Personnel.

- B. Such paid personal leave days shall not exceed a maximum of five (5) days in any given work year, prorated for part-time employees, and shall be credited in the following manner:

## Article XIV Paid Personnel Leave (cont'd)

One-half (1/2) of the yearly personal time shall be credited at the beginning (July 1) and the mid-point (February 1) of the first year of employment. Upon completion of one successful year of employment with the district, the full amount of the yearly allocation shall be credited on the first day of each new work year.

- C. In the event that a new employee is faced with an emergency situation which necessitates the need for more than the 2 1/2 days he may make a direct request to the Assistant Superintendent for Personnel for the five day maximum or a portion thereof.
- D. Unused personal leave days shall not be cumulative from one year to the next, but will be added to unused sick leave days at the end of the work year (June 30) and accumulated toward the maximum of 240 days for twelve (12) month employees, 220 days for eleven (11) month employees, and 200 days for ten (10) month employees.
- E. If it becomes evident that an individual has violated the intent of this clause by applying an inappropriate reason for personal leave, the individual will be charged with an unauthorized absence for the day in question and the appropriate remuneration will be deducted.
- F. In the event that an employee has exhausted all his/her personal leave time, the employee may request the approval of the Superintendent and/or his/her designee, to convert sick days to bereavement leave days or family illness days. The number of such days granted is at the sole discretion of the Superintendent.
- G. Leave for Death in the Immediate Family

In the event that an employee has exhausted his/her sick and personal leave time, the employee may apply to the Superintendent or his designated representative for up to three (3) days paid personal leave for death in the immediate family (parent, spouse, or child, brothers or sisters).

## **ARTICLE XV** **ASSOCIATION BUSINESS**

- A. The parties shall establish a Labor-Management committee. The committee shall meet when either party has items to discuss with the other. There shall be no disruption of work or work time except with the express consent of the Superintendent of Schools or his designee.
- B. The Clerical Association President or his/her designee(s) shall have a total of four days release time per year available for conference days. The person(s) utilizing such days shall do so without loss of pay or benefits.

Article XV Association Business (cont'd)

C. Board of Education Meetings

1. Two copies of the minutes of the Board of Education meetings will be sent to the President of the Association via District mail.
2. Prior to each Board meeting, the District will timely provide to the Association President a copy of the meeting agenda.

**ARTICLE XVI  
PAID HOLIDAYS**

- A. Paid holidays shall be granted to all 10, 11, and 12 month full-time employees. Permanent part-time employees shall also be granted paid holidays when the holiday falls on the day the individual is scheduled to work.

Designated paid holidays for 10, 11, and 12 month full-time employees shall be as follows:

**10 month full-time employees**

Labor Day	Christmas Day	Good Friday
Columbus Day	New Year's Day	Memorial Day
Veteran's Day	Martin Luther King Day	
Thanksgiving Day	Lincoln or Washington's Birthday	

**11 month full-time employees**

Labor Day	Christmas Day	Good Friday
Columbus Day	New Year's Day	Memorial Day
Veteran's Day	Martin Luther King Day	July 4
Thanksgiving Day	Lincoln or Washington's Birthday	

**12 month full-time employees**

Labor Day	Christmas Day	Good Friday
Columbus Day	New Year's Day	Memorial Day
Veteran's Day	Martin Luther King Day	July 4
Thanksgiving Day	Lincoln or Washington's Birthday	
Friday after Thanksgiving		

- B. To be paid for a holiday, a person must be present, or constructively present (drawing sick leave pay), on the day before and the day after the holiday.
- C. Eleven (11) month employees whose eleventh month embraces part of two (2) months, namely July and August, shall earn one (1) month service. This one (1) month service (20 work days) shall be credited for any related benefits.



**ARTICLE XVII**  
**HEALTH INSURANCE**

The Association agrees to switch from Statewide Plan to Regionwide Select Insurance (except as provided below) with riders for prescription card and dependent to age 25.

The health insurance plan (effective on or before January 1, 1986) will be Regionwide Select (current administrative plan with stated riders). The Association agrees that the District has the right to unilaterally change carriers and/or plans under the following conditions:

1. There will be no loss of coverage for any employees (including retirees).
2. There will be no change in the percentages of premium contribution by the District and the employees.

**Health Insurance cost sharing ratios as follows:**

	<b><u>Employer*</u></b>	<b><u>Employee</u></b>
Individual	90%	10%
Individual & Dependent	90%	10%

All bargaining unit employees will be responsible for a ten (\$10.00) dollar co-payment for all brand name prescription medications. There will continue to be no cost to employees for all generic and mail order prescription medications.

\*The same amount of money will be paid by the employer toward the PHP plan for either the individual or individual and dependent as is paid on the primary health insurance plan.

Rules and Regulations governing the Health Insurance Plan (Regionwide as of 1/1/86 or its replacement thereafter) will be determined by the ESM Health Insurance Manual agreed to by the Teachers' Union and, in the event that this main rulebook does not cover a topic, the Statewide Health Insurance Manual in effect on July 1, 1985 will be utilized (as agreed to by the District and Teachers' Union).

**ARTICLE XVIII**  
**DENTAL INSURANCE**

- A. Unit employees with a minimum annual salary of \$9,000 or more may participate in the East Syracuse-Minoa Central School District Dental Program (Booklet dated August 1, 1995). The annual employee contribution toward the cost of such plan shall be \$25 for individual coverage and \$125 for family coverage.
- B. The Union and the District agree to review and revise the reimbursement schedule for dental services. This review process will commence before January 2003.

**ARTICLE XIX**  
**VISION CARE INSURANCE**

Effective August 1, 2002, the District shall provide to all eligible bargaining unit employees, the NYSUT Member Benefits Group Vision Plan, Designer Vision Plan, Annual 12/12/12 Benefit cycle. Eligible employees must earn a minimum annual salary of \$9,000 or more. There shall be no cost to the employee for either individual or family coverage for the benefit.

**ARTICLE XX**  
**FLEXIBLE SPENDING ACCOUNTS**

A flexible spending plan made possible by Section 125 of the Internal Revenue Code will be made available to all unit members represented by the ESM Clerical Association United.

The District will subject all eligible insurance premiums to this favorable tax treatment, unless specifically directed otherwise in writing by individual members. Individuals may further elect to designate additional funds for personal expenses as allowed by law and/or mutual agreement.

It is further agreed that:

- 1. A third party will initially administer the plan.
- 2. The plan will be reviewed before the end of the contract period with the benefit provider, and the District and the Association will decide what flexible spending plan will be in effect thereafter.

**ARTICLE XXI**  
**RETIREMENT**

The 1/60th Non-Contributory Plan of the New York State Employees Retirement System shall be extended to all clerical employees of the district, effective July 1, 1969. Those eligible for coverage under this plan:

1. All employees who are currently members of the New York State Employees Retirement System.
2. Any employee who files an application for membership in the New York State Employees Retirement System.

**ARTICLE XXII**  
**PAYROLL DEDUCTIONS**

A. Agency Fee

Effective September 1, 1991, the District shall deduct from the salary of each bargaining unit member who is not a member of the Association a monthly service fee each month as a contribution toward the negotiation and administration of the agreement and the representation for such employee. The service charge which shall be payable and forwarded to the Association will be deducted in accordance with the current dues deduction procedures and shall be an amount equal to the Association's regular monthly dues. However, agency fee paying members are entitled (upon written request) to refunds for expenses for activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

B. Benefit Trust

The District shall provide payroll deduction for all unit employees who choose to participate in the NYSUT Benefit Trust and so authorize such deductions in writing.

C. Vote/Cope

The District shall provide payroll deduction for all unit employees who choose to make contributions to the VOTE/COPE campaign and so authorize such deductions in writing.

**ARTICLE XXIII**  
**JURY DUTY**

In the event that an employee is required to serve as a juror at a time when he/she would be normally performing duties as a District employee, said employee will not lose any salary nor be assessed with any personal leave days. The basic stipend received for each day of jury duty (less any expense monies) will be given to the district.

**ARTICLE XXIV**  
**SAVING CLAUSE**

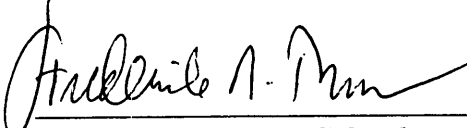
If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provisions or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

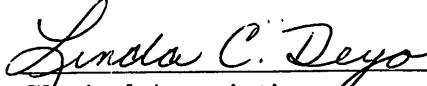
**ARTICLE XXV**  
**DISCIPLINE AND DISCHARGE**

No bargaining unit employee shall be disciplined, or discharged without just cause after two (2) years of service with the District.

We, the undersigned, hereby accept all terms of the foregoing Agreement, effective July 1, 2002 through June 30, 2005.

**"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL."**

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
Clerical Association

7-1-02

\_\_\_\_\_  
Date