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#### **Contract Database Metadata Elements**

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CL/9743

**Agreement between  
Tully Clerical Staff  
and the  
Superintendent of Schools  
Tully Central School District**



*July 1, 2008 through June 30, 2010*

**RECEIVED**

FEB 05 2009

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

1

Attachment - Item 18

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## **Section I: DEFINITIONS**

### **a. Clerical**

1. 12 month full-time – 35 hours per week during regular school year. (Sept. 1 – June 30), 30 hours per week during summer recess (total of 1780 hours per year).
2. 11 month full-time – 35 hours per week during regular school year (Sept. 1 – June 30), 30 hours per week for scheduled work time during summer recess (total of 1660 hours per year).
3. 10 month full-time – 35 hours per week during regular school year (Sept. 1 – June 30) (total 1540 hours per year).

### **b. Library/Media Aides**

1. Full time is 10-month/35 hours per week during regular school hours. They will work the Teacher's Schedule in September and June. (Hours will change yearly.)

## **Section 2: WORK CATEGORIES**

The following work categories are covered in this handbook:

- a. Clerical
- b. Library/Media Aides

The very nature of the school operation makes for a wide diversity in job titles, responsibilities and assignments. Please feel free to contact your immediate supervisor or the district office if you have any questions regarding the definitions of any part of this handbook.

## **Section 3: HOURS**

- a. All employees who work at least a seven (7) hour day are required to have at least a one-half hour unpaid lunch break per New York State Labor Laws.
- b. Starting and ending working time will be established by the employee's immediate supervisor with the approval of the School Business Administrator within the guidelines set forth previously in this section, as per job description.
- c. When a holiday, vacation or snow days when applicable interrupts a work week, an employee will be credited with his/her regular number of hours worked for that day exclusive of overtime for the purpose of computing a 40 hour work week.

## **Section 4: OVERTIME POLICY**

- a. Clerical staff will be credited with compensation time or will be paid on an hour for hour basis for time worked over and above the regularly scheduled work day. Compensation time must be used within thirty (30) calendar days from the date on which it was earned. Overtime will be compensated at time and one-half for all hours over 40 in any work week. All overtime must be approved by the School Business Administrator.

## **Section 5: VACATIONS**

- a. All full-time 12 month employees are entitled to 10 working days for vacation per year. After 10 years of service, they are entitled to 15 working days per year. Effective July 1, 1994, employees who have completed 20 years of service are entitled to 20 working days per year.

- b. 12 month part-time employees are entitled to 10 working one-half days of vacation per year.
- c. All full-time 11 month employees are entitled to 9.2 working days for vacation per year. After 10 years of service, they are entitled to 13.8 working days per year. Effective July 1, 1994, employees who have completed 20 years of service are entitled to 18.4 working days per year.
- d. All full-time 10 month employees are entitled to 8.4 working days for vacation per year. After 10 years of service, they are entitled to 12.5 working days per year. Effective July 1, 1994, employees who have completed 20 years of service are entitled to 16.8 working days per year.
- e. The scheduling of vacation should be approved by the employee's immediate supervisor in advance of the actual vacation period. All attempts will be made to approve the requested vacation period except in instances where it may be detrimental to operation of the school system. All 10 month employees hired on or after July 1st 2006 must limit vacation time to periods when children are not here in district.
- f. Employees who have worked for Tully Central School District for one (1) full year will use July 1 for their anniversary date for the purpose of computing vacations. Any partial year will be prorated. Any vacation awarded prior to the fulfillment of this obligation will be upon the recommendation of the Superintendent.
- g. Any fulltime staff member requesting unpaid leave must have used all vacation and personal days prior to request being granted.
- h. Up to ten (10) unused vacation days may be carried forward to the following school year for a maximum total allotment of thirty (30) days in any given year. Requests to carry vacation days forward much be made in writing to the Business Administrator for approval prior to June 30. Unused vacation days in excess of the thirty (30) day maximum will be forfeited.

## **Section 6: HOLIDAYS**

- a. All full-time and part-time 12 month employees are entitled to 12 holidays, in addition to regular paid vacation time. These holidays are New Years Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving and Christmas Day.
- b. 10 month and 11 month full-time employees will receive 11 holidays, the same ones as for 12 month employees, EXCEPT Independence Day.
- c. 10 month Library/Media Aides will receive 10 holidays, except for Independence Day and Labor Day. Should school be in session prior to Labor Day, that day will be considered a holiday for these staff members.
- d. When a holiday falls on a weekend, the closest working day will be taken as a holiday (except when school is in session).
- e. Full time staff will have a full paid holiday on December 24 and December 31, when they fall on a weekday and providing school is not in session.
- f. There are no provisions for paid holidays for ten (10) month part-time help except as stipulated at the time of hiring.

## Section 7: PERSONAL ILLNESS and BEREAVEMENT LEAVE

### ***a. PERSONAL and FAMILY ILLNESS***

1. For all employees, annual leave shall be available for the employee's personal illness or illness in his/her immediate family. "Immediate Family" shall include parents, spouse, children, siblings, in-laws of the above or others who bear such a relationship to the employee (an example of this might be an aunt who raised the employee or a relative living in the employee's home).
2. For employees hired prior to July 1, 1992, 10 month full-time clerical staff will be credited with leave time for personal illness or family illness at the rate of 20 days per year. Eleven (11) month full-time clerical employees will be granted with leave time for personal illness or family illness or death at the rate of 22 days per year. Twelve (12) months full-time clerical employees will be granted additional leave at the rate of two (2) days per month (24 total).
3. Unused leave will be credited to the following year up to a maximum accumulation of 200 days. In case of personal illness exceeding the accumulated leave, there shall be deducted from the employee's salary 1/260 for 12 month clerical employees, 1/240 for 11 month clerical employees, 1/220 for 10 month clerical employees and 1/200 for 10 month clerical employees on the instructional calendar, or the individual's established salary schedule for a period not to exceed 30 days. Employees will have the right to petition the Board of Education through the Superintendent of Schools for additional paid sick time and the Board of Education will decide each case on its merit with no precedents set. If an employee does not complete a year, deduction from the final check will be made for absence exceeding leave which would have accumulated at the rate of two (2) days per month in the case of employees hired prior to July 1, 1992. For clerical employees hired on or after July 1, 1992, a deduction from the final check will be made for absence exceeding leave which would have accumulated at the rate of one (1) day per month.
4. Effective July 1, 1995, clerical staff will be granted with leave time for personal illness or family illness or death at the rate of 1.8 per month. For the aforementioned employees, this paragraph supercedes the previous paragraph.
5. For employees hired on or after July 1, 1992, 10 month full-time clerical staff will be credited with leave time for personal illness or family illness or death at the rate of 10 days per year (1 day per month). Eleven (11) month full-time clerical employees will be credited with leave time for personal illness or family illness or death at the rate of 11 days per year (1 day per month). Twelve (12) month full-time clerical employees will be granted leave time for personal illness or family illness or death at the rate of 12 days per year (1 day per month).
6. A report shall be given to individual employees upon request which details their leave accumulations.
7. For this purpose, family shall mean the immediate family including parents, spouse, children, siblings, in-laws or other persons who bear such a relationship to the employee (an example of this might be an aunt who raised the employee or an elderly relative living in the employee's home).
8. An employee shall give notice to his/her supervisor of any absence due to illness. Such notice will occur prior to beginning of their shift. Upon return to work, an employee must complete and return a Certification of Leave form to his/her supervisor.
9. The administration may require medical verification of an illness after five (5) consecutive days or in cases where an employee has had frequent or chronic absence due to illness.

**b. BEREAVEMENT LEAVE**

1. Three (3) days of each employee's annual personal/family illness leave shall be available for bereavement leave. Bereavement leave shall apply to the same family members as does family illness leave. Personal and confidential leave days (Sections 9 and 10) may also be used for this purpose.
2. For this purpose, family shall mean the immediate family including parents, spouse, children, siblings, in-laws or other persons who bear such a relationship to the employee (an example of this might be an aunt who raised the employee or an elderly relative living in the employee's home).

**Section 8: PERSONAL BUSINESS DAYS**

Full-time employees, hired prior to July 1, 1992, are entitled to two (2) Personal Business Days per year, which will be deducted from accumulated sick leave at the time the carryover is made into the following year. Full-time employees, hired on or after July 1, 1992, are entitled to one (1) personal business day per year, which will be deducted from accumulated sick leave. The request will be made to the immediate supervisor as far in advance as possible, but not later than one day prior to the day requested. Reason for personal day must be given to the immediate supervisor at the time of request.

**Section 9: CONFIDENTIAL DAYS**

Full-time employees are entitled to one Confidential Day per year. Reason is not necessary and no deduction will be made from sick leave. The request will be made to the immediate supervisor as far in advance as possible, but no later than 7:00 a.m. on the day for which the leave is requested.

An employee may be granted, by the Business Administrator, two additional personal business or confidential days with 1/260 for 12 month employees, 1/240 for 11 month employees 1/220 for 10 month employees and 1/200 for 10 month employees on the instructional calendar, of the individual's established salary schedule deducted for each day granted. The only circumstance under which employees may use personal business and confidential days consecutively is to attend the funeral of a person not included in the definition under the leave provision for Personal Illness, Family Illness or Death. Personal Business or Confidential Leave days may not be used for the purpose of extending a scheduled vacation or for any activity which is considered recreational in nature or for secondary employment or for any activity from which there is monetary compensation.

**Section 10: PART-TIME EMPLOYEES**

- a. Part-time non-instructional employees, hired prior to July 1, 1992, will be credited with leave time for personal illness or family illness at the rate of ten (10) days per year. One (1) personal/family illness day per year shall be available for bereavement leave.
- b. Part-time clerical employees, hired on or after July 1, 1992, will be credited with leave time for personal illness or family illness at the rate of five (5) days per year. One (1) personal/family day per year shall be available for bereavement leave.
- c. Personal/family illness leave will accumulate to thirty (30) days.
- d. Part-time employees are not entitled to Confidential Leave or Personal Business Leave.

## **Section 11: TRANSFERS**

- a. Non-instructional employees going from full-time employment to part-time employment are entitled to transfer Personal Illness leave accumulation up to the ceiling established for part-time employees (30 days). All other accumulations and rights are forfeited.
- b. Non-Instructional employees going from part-time employment to full-time employment cannot transfer any accumulative leave or other benefits.

## **Section 12: SICK LEAVE BANK**

The clerical staff shall have the option of joining the established Sick Leave Bank for full-time, support staff members and administrators for the purpose of providing additional personal sick leave for staff members who have exhausted their accumulated sick leave due to extended illness. The Board of Education and Administration shall administer the policy and procedure of the bank.

- a. The sick leave bank shall be established as follows:
  1. Each full-time, non instructional staff member will be asked to contribute one (1) day of sick leave from their earned sick leave allotment.
  2. All staff members agreeing to contribute to the bank will then sign a Sick Leave Bank Authorization form. (see attached form)
  3. The District shall, upon receipt of a properly completed and signed Sick Leave Bank Authorization Form, deduct one (1) day from the authorizing employee's earned sick leave allotment.
  4. The authorizing employee then becomes a member of the Leave Bank and is eligible to draw from the bank.
  5. Any unused Sick Leave Bank days shall be added to the following year's contributions.
  6. The staff member must complete and sign a Sick Leave Bank Authorization Form before each contribution. Failure to do so removes them from membership and any days contributed to the Bank remain in the Bank and are forfeited. New employees have 60 days from date of hire to join.
- b. Procedure for drawing from the Bank:
  1. A written statement from the District Office that said staff member's sick leave days are depleted.
  2. A doctor's written confirmation that said staff member needs additional recuperative days and, in his/her judgment, the number of days needed.
  3. Both written documents must be submitted to the Sick Leave Bank Committee for consideration.
  4. If the request for a draw is approved, the Sick Leave Bank Committee will inform the staff member of the number of sick days he/she is authorized to draw.



### **Section 13: SICK LEAVE BANK AUTHORIZATION**

I, \_\_\_\_\_, hereby authorize the Board of Education to place one (1) day of my sick leave in the Sick Leave Bank. It is my understanding that I will be eligible to draw between 5 and 30 days from the Bank. I also understand that if I withdraw from the Bank, either by personal request or failure to sign the Sick Leave Bank Authorization Form, I will lose any sick days I have agreed to contribute.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Administrator

### **Section 14: EMERGENCY CLOSING DAYS**

- a. Immediate supervisors will determine and notify in advance those employees who must be available to work on emergency closing days.
- b. Full-time employees who are not required to work will receive their regular compensation for emergency closing days.
- c. Full-time contract and hourly employees required to work on emergency closing days will be paid hour for hour for all such time worked. Staff members who are directed to work between the hours of 3:00 a.m. and 7:00 a.m. on an emergency closing day will be compensated at the overtime rate for those hours. After 7:00 a.m., employees will be paid as stated above.
- d. The snow day policy does not affect those contract employees who work only when school is in session, i.e., bus drivers, teacher aides, etc.
- e. 10 and 12 month part-time employees will be granted up to at least four (4) paid emergency closing days.

### **Section 15: RETIREMENT**

The Board of Education of the Tully Central School District offers for all non-instructional employees the New York State Employees' Retirement System. The Board may periodically change the Plan Options under the Employees' Retirement System. Any employee having questions regarding the plan should contact the Business Office.

### **Section 16: TERMINATION PAYMENT**

- a. An employee qualified to and retiring under the NYS Employees' Retirement System shall be paid at least \$10.00 for each day of unused sick leave accumulation as of his/her last day of employment in the District up to a maximum of 100 percent of the number of such days of accumulation providing the following qualifications are met:
  - 1. At least ten (10) years of service in the Tully Central School District.
  - 2. Six (6) months of prior written notice of intent to retire will be furnished to the Board of Education.

b. The non-instructional employee shall have the option of taking full payment for the accumulated sick leave or converting the amount due to paid up health insurance based on the following:

1. The school district shall credit a non-instructional employee retiring from the Tully School District for unused sick leave (subject to paragraphs 1 and 2) remaining at the end of the last school day prior to actual retirement on the following basis:

10 – 15 years of service	\$10.00 per day
15 – 20 years of service	\$15.00 per day
20 – 25 years of service	\$20.00 per day
25+ years of service	\$25.00 per day

for each unused sick leave day, up to a maximum of 200 days. The employee must actually be a full-time, regular retiree from the NYS Employees' Retirement System to qualify and must have completed ten (10) years of actual service in the school district to qualify for the sick leave conversion.

The total dollars earned via unused sick leave credit may be applied to the cost of the retiree's health insurance premium. The annual premium is deducted from the total amount earned until the sick leave credit money is exhausted. At that time, the retiree must assume all payment obligations for health insurance.

## **Section 17: HEALTH INSURANCE**

The Tully Central School District Insurance Plan is available to all regular non-instructional employees hired prior to April 1, 1977. Effective April 1, 1977, employees hired by the District on or after April 1, 1977 must be full-time employees and must have an annual salary base minimum of \$7,000 in order to be eligible for health insurance under the District's Group Health Insurance Plan. As of July 2, 2002, any non-instructional employee who works at least seven (7) hours per day (35 hours per week) for at least 200 days per year, including paid holidays, shall qualify for health insurance as a full-time employee. The Plan is established on a cost-sharing basis. The cost-sharing will vary depending upon the employment state of the individual. Further information is obtainable from the Business Office.

Health insurance benefits and rules for active and retired full-time non-instructional employees will remain equal to those for teachers and will increase or decrease as per the Tully Teachers' Association Agreement. All changes will take effect on July 1.

All regular part-time employees, (not substitutes), will be able to buy into the district's health coverage plan at no cost to the district after ninety (90) days of consecutive regular employment. Regular part-time employees who retire will be able to buy in during retirement, provided they were members of the program at the time they retired.

If any full-time eligible active employee will sign a *Waiver of Health Insurance Coverage Form*, the District will pay to the employee \$1,000 annually. This payment will be paid in quarterly installments and will NOT become part of the employee's wages. A waiver must be signed annually by the employee and may be withdrawn upon thirty (30) days written notice to the Business Office. Monies paid to any individual will be adjusted pro rata. The District reserves the right to cancel this option upon ninety (90) days written notice to the employee prior to the annual renewal of the insurance premium waiver.

## **Section 18: DENTAL INSURANCE**

Effective September 1, 1977, a Dental Insurance Program is available to all full-time non-instructional employees. As of July 1, 2002, any non-instructional employee who works at least seven (7) hours per day (35 hours per week) for at least 200 days per year, including paid holidays, shall qualify for dental insurance as a full-time employee. The Plan is established on a cost-sharing basis. This cost-sharing will

vary depending upon the employment status of the individual. Further information is obtainable from the Business Office.

Dental Insurance benefits will remain equal to teachers for full-time employees and will increase or decrease as per the Tully Teachers' Association negotiated agreement. All changes will take effect on July 1.

All regular part-time employees, (not substitutes), will be able to buy into the district's dental coverage plan at no cost to the district after ninety (90) days of consecutive regular employment. Part-time employees who retire will be able to buy in during retirement, provided they were members of the program at the time they retired.

## **Section 19: VISION INSURANCE**

A Vision Insurance Program is available to all full-time non-instructional employees with a salary base of \$7,000. As of July 1, 2002, any clerical employee who works at least seven (7) hours per day (35 hours per week) for at least 200 days per year, including paid holidays, shall qualify for vision insurance as a full-time employee. The District shall contribute \$46.00 per year per participating clerical employee for individual coverage and \$99.00 per year per participating clerical employee for family coverage for a mutually agreed upon Vision Insurance Program. All changes will take effect on July 1.

Enrollment procedures in the vision plan will be as follows: New clerical staff will be eligible to join during their first thirty (30) days of employment. Continuing clerical staff may join at the inception of the program. Continuing clerical staff not joining at the inception of the new program will be eligible to join the plan once a year, during an open-window period from September 1 through October 1.

All regular part-time employees (not substitutes) will be able to buy into the district's vision coverage plan at no cost to the district after ninety (90) days of consecutive regular employment. Part-time employees who retire will be able to buy in during retirement, provided they were members of the program at the time they retired.

## **Section 20: LONGEVITY**

Longevity credit is made only for all full-time employment, effective July 1, 1974. Services on a part-time basis prior to this date will be credited on a pro-rated basis. There will be no credit for part-time employment after that date.

Longevity increments will be credited for all 12 month full-time employees as follows:

10 years of service.....	\$200.00
15 years of service.....	\$250.00 additional
20 years of service.....	\$300.00 additional

Longevity increments will be credited for all 11 month full-time employees as follows:

10 years of service.....	\$182.00
15 years of service.....	\$219.00 additional
20 years of service.....	\$257.00 additional

Longevity increments will be credited for all 10 month full-time employees, teacher aides, media aides as follows:

10 years of service.....	\$163.00
15 years of service.....	\$187.00 additional
20 years of service.....	\$213.00 additional

The longevity increment for those employees paid on a contract basis becomes part of the contract salary amount and is included when calculating the regular salary increase for subsequent years.

The longevity increment for those employees paid on an hourly basis is increased each year by the percentage of the salary increase in any given year.

Example: Hourly employee A in year 10 gets \$200.00 longevity increment.  
In year 11, the salary increase is 5%.  
Employee A get \$210.00 longevity credit (\$200.00 + 5% of \$200.00).

Anniversary dates for the purpose of determining eligibility for longevity credit will be as follows:

- 12 month employees – July 1 and January 1
- 11 month employees – July 1 and January 1
- 10 month employees – September 1 and February 1

## **Section 21: JOB VACANCIES**

All non-instructional job vacancies in the District will be advertised by placing a notice at each of the time clock locations and the bulletin boards in each of the offices. Employees are welcome to apply in writing to the Business Administrator.

## **Section 22: SUBSTITUTES**

Substitutes may be requested by the immediate supervisor. Final approval of the substitute must be granted by the Business Administrator.

## **Section 23: PAY SCHEDULES**

There will be a starting wage rate established for each job title.

- a. A person commencing work with the district, not having worked for the district in any other full-time capacity, will be hired at the designated starting rate.
- b. If a current employee is appointed to a different position within the district that has a higher starting wage than the previous position, that employee would not be limited exclusively to the identified starting wage rate. A pay rate mutually acceptable to the employee and the district will be agreed upon prior to appointment to the new position.
- c. An employee who performs the duties of a position in a higher Civil Service classification for ten (10) consecutive workdays or longer will be paid 10% of the substituting employee's wage rate, retroactive to the first day of substitution.
- d. The District reserves the right to make a positive adjustment in the salary of any position within the bargaining unit without the establishment of a precedent and without making a similar adjustment in the salary of any other member of the bargaining unit.

## **Section 24: SALARIES**

- a. 07/01/2008                      3.7% Increase
- b. 07/01/2009                      3.9% Increase

### **24:1: Starting Pay Rates**

- a. Library Media Aide                      \$ 7.55-\$ 8.80
- b. Building Secretary                      \$ 9.70-\$10.95
- c. Executive Secretary                      \$12.25-\$13.50