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AN AGREEMENT

between the

Superintendent of Schools

of the

**City School District of the
City of Norwich**

and the

**Norwich Educational Support
Staff Association**

July 1, 2007 - June 30, 2012

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**ARTICLE I
PREAMBLE**

- A. Agreement made this 1st day of July, 2007, by and between: The Norwich Educational Support Staff Association of the Norwich City School District, hereinafter referred to as "the Association", and the Superintendent of Schools of the Norwich City School District.
- B. This agreement is intended to meet all requirements of the Public Employees' Fair Employment Act, the New York State Civil Service Law, the New York State Education Law and such other law as may apply.

**ARTICLE II
RECOGNITION**

Pursuant to the Rules of Procedure of the Public Employment Relations Board, the Board of Education of the City School District of the City of Norwich, New York, does recognize the Association as the representative of all Teaching Assistants, non-certificated personnel (including Latchkey Supervisor and Latchkey Director) except personnel with managerial and/or confidential responsibility, and all employees classified as exempt under the Civil Service Law, and all casual and temporary employees.

**ARTICLE III
REQUIREMENT PER TAYLOR LAW**

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

**ARTICLE IV
CONFORMITY TO LAW - SAVING CLAUSE**

The parties hereto shall comply with all provisions of this Agreement unless and until any provision or provisions are held to be contrary to law by legislation, by the Court of Appeals of the State of New York or any lower court of competent jurisdiction from whose judgment no appeal has been permitted or taken by the aggrieved party. In the event any provision or provisions hereof are so held to be unlawful, the remaining provisions of this Agreement shall remain in effect and the parties hereto shall meet forthwith for the purpose of modifying provisions in lieu thereof.

**ARTICLE V
ASSOCIATION RIGHTS**

- A. The Association shall have the right to use the school facilities for the conduct of its business, i.e., use of rooms for meetings, use of school employee bulletin boards to post appropriate notices and communications, and use of internal school mail system and duplicating equipment. NESSA will furnish their own paper for duplicating purposes.
- B. NESSA Officers required to be present at any official Union related hearing during work hours shall have no reduction in pay for this time away from work.

- C. If an employee during or prior to a meeting concerning matters stated in the contract, feels the need for an Association Representative to be present, the meeting will be discontinued and/or rescheduled as soon as possible with the other person or persons present.
- D. The Association President, or his/her designee, shall be allowed the use of four (4) days per school year for Association business (Lobby Day, Leadership Conferences, President's Conference, Association Meetings, etc.). The President of the Association shall notify the District when Association Days are needed.

**ARTICLE VI
ASSOCIATION NOTIFICATION**

- A. The District will provide the Association President a copy of each job opening in the unit.
- B. The District will provide the Association President a copy of each Board of Education agenda with all unit position changes to be submitted to the Board of Education for approval.
- C. The District will provide the Association President a copy of all official Board of Education minutes from each meeting when they become available.

**ARTICLE VII
CONDITIONS OF EMPLOYMENT**

- A. The Superintendent or his/her designee will distribute job classifications and/or descriptions to all new employees so that job expectations may be adhered to.
- B. Job requirements shall be according to Civil Service classifications.
- C. Notice of job openings shall be posted within ten (10) days after they are available for five (5) work days.
- D. Job openings (bus routes) shall be posted for five (5) work days for bid. If any openings occur during the summer or a vacation, Bus Drivers will be contacted by seniority as to wishes for consideration for opening. Seniority will be one of the criteria considered.
- E. In the event of layoffs, layoffs will be by position title based on seniority. The least senior will be laid off first. Layoffs of Teacher Assistants will be in accordance with Education Law.
- F. An employee's seniority shall be based on continuous service measured from the date of the employee's original appointment on a permanent basis in the classified service in the Norwich City School District.
- G. When an employee takes a leave of absence and resigns before returning to work and if the employee who is hired to replace the person on leave continues to work in that position after the resignation, he/she shall be credited with the total time worked in that position toward meeting the minimum time required to collect benefits in the District.
- H. The probationary period for permanent appointments shall not exceed 26 weeks except in cases when the employee has been absent without pay during the probationary period. In such cases, the probationary period shall be extended, in accordance with Civil Service Law, by the number of days the employee was absent without pay.

- I. All non-competitive and labor class employees employed by the District on or before June 30, 2007 will be covered under Section 75 of the Civil Service Law after a successive eighteen (18) months employment period in the School District. For unit members hired on or after July 1, 2007, this right will be effective after a successive thirty-six (36) months employment period in the School District.
- J. All employees will conduct themselves in a competent manner and provide the proper work effort to fulfill their employment responsibilities to the District.
- K. All employees will be held accountable in respect to the protection of school property and for student safety falling within the scope of his or her employment. Employees will not be required to stop a robbery, search for bombs or weapons, clean up toxic materials or otherwise take on duties dangerous to the employee's health and safety unless the employee is properly trained and equipped.

**ARTICLE VIII
WORK DAY/WORK WEEK**

- A. The hours of all employees will be determined by job requirements as specified by the employer.
- B. All employees will receive time and one-half for all hours worked over 40 hours in a given work week. For the purpose of computing overtime, holidays shall be counted as days worked.
- C. Overtime and extra time shall be distributed by seniority on a rotating basis. A seniority list shall be established and posted September 1 of each year. In the event no unit members in a specific title volunteer for an overtime assignment, the District may assign such work as needed, in title.
- D. Cafeteria staff shall receive an additional one (1) hour additional pay at the employee's current rate, per employee per event, worked beyond the regular work schedule for evenings, weekends, open houses, banquets, etc.
- E. All employees receive in July an annual salary statement which shall include annual salary, minimum annual hours, hourly rates of pay, unused sick leave accumulation, and a minimum number of work days as indicated in section F below.
- F. Job Categories
 - 1. Category I - 12 month employees - 247 days plus 13 holidays

This category shall include:

Cleaner, Custodian, Senior Custodian, Computer Technician, Groundskeeper, Maintenance Worker, Building Maintenance Mechanic, Head Building Maintenance Mechanic, Motor Equipment Mechanic, Head Motor Equipment Mechanic, Keyboard Specialist, Secretary 1 (without shorthand), Secretary 2 (without shorthand), Secretary 1 (with shorthand), Secretary 2 (with shorthand), Senior Account Clerk/Keyboardist, Switchboard Operator, PC Lan Technician, Network Specialist, Mechanics Helper, Asbestos Coordinator, Keyboardist/Bookbinder, Account Clerk/Keyboardist, Attendance Clerk/Attendance Aide.

2. Category II - 10 month employees

This category shall include:

Attendance Control Monitor, Attendance Monitor, School Lunch Cashier, School Lunch Cook, School Lunch Cook/Manager, Food Service Worker, School Bus Driver, School Nurse, LPN, Teacher Aide, Teacher Assistant, Personal Handicap and/or School Bus Aide, Occupational and Physical Therapy Assistant, School Monitor, School Hall Monitor.

A. Cafeteria	172 days plus 11 holidays
B. School Lunch Cook Managers	189 days plus 11 holidays
C. Bus Drivers	177 days plus 11 holidays
D. Teacher Aides	177 days plus 11 holidays
E. Teacher Assistants	177 days plus 11 holidays
F. School Nurse	177 days plus 11 holidays
G. School Monitors	172 days plus 11 holidays
H. LPN	177 days plus 11 holidays
I. Personal Handicap and School Bus Aides	177 days plus 11 holidays
J. Attendance Control Monitor	177 days plus 11 holidays
K. Occupational & Physical Therapy Assistant	On call by the District as needed
L. Attendance Monitor	177 days plus 11 holidays
M. School Hall Monitor	177 days plus 11 holidays

- G. Full-time employees shall be defined as those employees working thirty (30) or more hours per week.
- H. Any 12 month employee required to report to work more than 260 days annually shall receive the total additional days either as vacation or pay according to the current practice now in effect in the District.
- I. An employee called in from off district premises to respond to an emergency will receive a minimum of two (2) hours call in pay at his or her regular hourly rate.

**ARTICLE IX
EMPLOYEE PERSONNEL FILES**

- A. Employees shall have the right, upon request, to review the contents of their personnel files. The employee may be accompanied by an Association Representative if the employee so chooses. An Administrative Representative shall also be present.
- B. Upon request, an employee will be furnished a reproduction of up to ten pages of material per year from the file without charge. Any additional copies will be charged at the rate of \$.25 per page.
- C. Prior to any document of a derogatory nature being placed in an employee's personnel file, the employee shall have the right to see and sign the document. A copy of the signed document will be provided to the employee. Employees have the right to rebut anything placed in personnel files. Rebuttals must be written and given to the District within twenty-one (21) school days. Signing the document only means the employee has seen the document, not necessarily that they agree with its contents.

**ARTICLE X
STAFF DEVELOPMENT**

At the discretion of the District, NESSA members may be directed to participate in up to three (3) days of staff development activities. Any additional days (beyond the contractual number) will be paid at the employee's current hourly rate. For ten month employees, staff development will take place on Superintendent's Conference Days or Parent Conference Days. If a staff development is scheduled at any other time, attendance is voluntary.

**ARTICLE XI
SALARY**

A. Salary Increases

2007-08

Effective July 1, 2007, all employees covered by this agreement will receive an increase of 4.5% or \$.32 per hour, whichever is higher. The minimum hourly rate will be \$8.00. Computation of salary increase to be based upon the employee's preceding base hourly rate, excluding longevity, carried out to three decimal places, rounded off to the nearest whole cent.

2008-09

Effective July 1, 2008, all employees covered by this agreement will receive an increase of 4.5% or \$.46 per hour, whichever is higher. The minimum hourly rate will be \$8.50. Computation of salary increase to be based upon the employee's preceding base hourly rate, excluding longevity, carried out to three decimal places, rounded off to the nearest whole cent.

2009-10

Effective July 1, 2009, all employees covered by this agreement will receive an increase of 4.5% or \$.51 per hour, whichever is higher. The minimum hourly rate will be \$9.00. Computation of salary increase to be based upon the employee's preceding base hourly rate, excluding longevity, carried out to three decimal places, rounded off to the nearest whole cent.

2010-11

Effective July 1, 2010, all employees covered by this agreement will receive an increase of 4.5% or \$.54 per hour, whichever is higher. The minimum hourly rate will be \$9.00. Computation of salary increase to be based upon the employee's preceding base hourly rate, excluding longevity, carried out to three decimal places, rounded off to the nearest whole cent.

2011-12

Effective July 1, 2011, all employees covered by this agreement will receive an increase of 4.5% or \$.56 per hour, whichever is higher. The minimum hourly rate will be \$9.00. Computation of salary increase to be based upon the employee's preceding base hourly rate, excluding longevity, carried out to three decimal places, rounded off to the nearest whole cent.

For calculation purposes the salary increases will be computed as follows: First, salaries below the minimum will be raised to the minimum. Second, the cents per hour will be added. Third, the percentage increase derived from steps one and two will be computed. If that percentage increase is 4.5% or greater, no additional increase will be added. If that percentage increase is less than 4.5% the year over year salary will be increased by 4.5%.

B. Salary Computation

Any employee hired after July 1 will receive negotiated increases as follows:

1. If hired between July 1 and December 31, full increase the following July 1.
2. If hired between January 1 and June 30, 50% of the scheduled increase on July 1, with 50% of the scheduled increase the following January 1. Other scheduled increases will be received each July thereafter.

C. Longevity

1. A longevity increment of \$400.00 will be provided to each employee who has completed at least ten years of uninterrupted consecutive service with the District.
2. A longevity increment of \$300.00 will be provided to each employee who has completed at least fifteen years of uninterrupted consecutive service with the District.
3. A longevity increment of \$400.00 will be provided to each employee who has completed at least twenty years of uninterrupted consecutive service with the District.
4. A longevity increment of \$200.00 will be provided to each employee who has completed at least twenty-five years of uninterrupted consecutive service with the District.
5. The longevity increment will be paid in lump sum amount within thirty calendar days following the employee's anniversary date.

D. Salary Differentials

1. A salary differential of \$75 per month will be paid to the Head Groundsperson, Head Maintenance Mechanic, the High School Cook Manager, the person designated as High School Cashier, the Head Motor Equipment Mechanic, the High School Senior Custodian and each School Nurse.
2. The District shall be responsible for designating the High School Cashier who shall be responsible for handling the financial accounting of the School Lunch Program operation for that particular building in addition to said Cashier's regular responsibilities and duties.
3. The Head Mechanic shall receive a \$50 yearly stipend for each additional fleet serviced by the District (other than Norwich).
4. A unit member assigned to substitute for an absent teacher will receive additional stipend of \$15 per day for a full day, \$7.50 for a half day.

E. 1. Minimum Starting Salaries

Starting Salaries	2007-08	2008-09	2009-10	2010-11	2011-12
Account Clerk/Keyboardist	8.54	8.84	9.14	9.44	9.74
Asbestos Coordinator	9.12	9.42	9.72	10.02	10.32
Attendance Clerk – Attendance Aide	8.54	8.84	9.14	9.44	9.74
Attendance Control Monitor	9.91	10.21	10.51	10.81	11.11
Building Maintenance Mechanic – Motor Equipment Mechanic	9.12	9.42	9.72	10.02	10.32
Certified Occupational Therapy Assistant	9.91	10.21	10.51	10.81	11.11
Cleaner – Groundskeeper	8.00	8.50	9.00	9.30	9.60
Computer Technician	10.23	10.53	10.83	11.13	11.43
Custodian	8.49	8.79	9.09	9.39	9.69
Food Service Worker	8.00	8.50	9.00	9.30	9.60
Head Building Maintenance Mechanic – Head Motor Equipment Mechanic – Head Groundskeeper	9.28	9.58	9.88	10.18	10.48
Keyboard Specialist	8.00	8.50	9.00	9.30	9.60
Keyboardist/Bookbinder	8.00	8.50	9.00	9.30	9.60
LPN	11.49	11.79	12.09	12.39	12.69
Maintenance Worker – Mechanics Helper	8.75	9.05	9.35	9.65	9.95
Network Specialist	19.58	19.88	20.18	20.48	20.78
PC LAN Technician	16.05	16.35	16.65	16.95	17.25
Personal Handicap Aide – School Bus Aide	8.00	8.50	9.00	9.30	9.60
Physical Therapy Assistant	9.91	10.21	10.51	10.81	11.11
School Bus Driver	10.07	10.37	10.67	10.97	11.27
School Hall Monitor	9.30	9.60	9.90	10.20	10.50
School Lunch Cook Manager	8.00	8.50	9.00	9.30	9.60
School Lunch Cook/Cashier	8.00	8.50	9.00	9.30	9.60
School Monitor	8.00	8.50	9.00	9.30	9.60
School Nurse	12.40	12.70	13.00	13.30	13.60
Secretary I	9.02	9.32	9.62	9.92	10.22
Secretary II	9.12	9.42	9.72	10.02	10.32
Sr. Account Clerk/Keyboardist	9.28	9.58	9.88	10.18	10.48
Sr. Custodian	8.75	9.05	9.35	9.65	9.95
Switchboard Operator	8.00	8.50	9.00	9.30	9.60
Teacher Aide	8.00	8.50	9.00	9.30	9.60
Teaching Assistant	8.00	8.50	9.00	9.30	9.60

E. 2. Bus Driving - Extra Driving

July 2008	11.50
2009	12.00
2010	12.50
2011	13.00

F. Split Positions

If a job is split between two categories, the employee will be paid the hourly rate for each category in accordance with the hours worked in each category.

Example: Teacher Aide/Monitor (6 hours)
 4 hours x \$8.00 = Teacher Aide Rate
 2 hours x \$8.00 = Monitor Rate

G. Meal Allowance

Reimbursement for meal expenses not to exceed \$7.00 for breakfast, \$10.00 for lunch, and \$12.00 for dinner will be made upon presentation of appropriate receipts. Reimbursement will be made if claims are first made within 30 business days of the date of the expenditure. Meal reimbursements will be made when a run requires a trip other than to and from school transportation.

H. Miscellaneous Salary Items

1. Bus Drivers will be paid for at least 2 hours for any scheduled extra driving.
2. If a Bus Driver reports for a scheduled trip and for any reason the trip does not occur, he/she shall receive two hours pay. For any trip occurring during regular school hours, pay shall be figured on all time used outside of the time of regular runs, and one-half hour for cleaning, fueling bus, etc. Bus Drivers shall request the Director of Transportation to post his/her name for trips on the board. The Director of Transportation will determine when a Bus Driver is qualified to become eligible for trips in excess of 50 round-trip miles. This clause shall not result in any Bus Driver currently eligible for long trips to lose said eligibility.

No Bus Driver with less than 10 months service shall take two trips in the same day except in cases of emergency.

3. Extra Trips on the board will rotate based on seniority. The board will begin at the top of the seniority list beginning September 1 each year.
4. No later than Monday of each week the Director of Transportation will provide each employee on the Board with a list of all trips available for that week. Each driver will indicate his/her priority on the sheet and return it to the Director of Transportation by 10:30 a.m. on Tuesday. The Director of Transportation will assign the trips and post the list no later than the end of the work day Tuesday.
5. If the driving times for any existing bus routes become questionable, they shall be jointly studied and mutually determined between the Association and the District if requested by the driver.

Driving time shall include additional time for pre-checking, fueling, washing, sweeping, cleaning and completing the necessary forms as follows:

40 minutes per day for any vehicle in excess of 16 passengers.

30 minutes per day for any vehicle 16 passengers or smaller.

6. The District retains the right to select Bus Drivers for those trips which are to major cities, such as New York City or any other greater metropolitan area.

7. Employees substituting competently in a higher job title for any consecutive two week period will be paid at the same rate of the higher job title thereafter while he or she is working in this higher title.
8. Employees promoted or demoted from one pay grade to another will have their new pay rate adjusted in accordance with the percentage differential the employee's former pay rate is from the starting rate of their former position title.
9. A petty cash fund will be set up with the Director of Transportation and referenced in the Bus Drivers' Handbook. {A copy of the Memorandum of Understanding on this petty cash fund will be given to each Bus Driver for inclusion into each Bus Drivers' Handbook and a copy will be included in all future Bus Driver Handbooks}
10. Employees attending training schools at District request and outside of normal working hours shall receive extra pay at their hourly rate excluding regular meal time.
11. Only Bus Drivers shall drive buses in excess of sixteen (16) passengers or more for sporting events or out of town trips.
12. Asbestos Removers - Those people involved in asbestos removal shall receive an additional \$5.00 per hour for the time during which asbestos removal is being done. If such work is being done during overtime the \$5.00 per hour shall be added to the time and one-half paid for overtime.
13. A unit member assigned to work in the Latchkey program will be paid for such hours at the following rates.

2007-08	\$7.15 per hour
2008-09	\$8.50 per hour
2009- 10	\$9.00 per hour
2010-11	\$9.54 per hour
2011-12	\$10.10 per hour

Such time will not be used in determining eligibility for benefits under the terms of this agreement. Payment for assigned Latchkey hours will be made only for hours actually worked.

The Latchkey Director stipend will be increased by 4.5% each year, beginning with the 2008-09 school year (no increase for 2007-08).

ARTICLE XII HOLIDAYS

- A. Twelve month employees shall be entitled to thirteen (13) days to include New Year's, President's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day plus one day after, Christmas Day, plus one Floating Holiday to be taken at the discretion of the employee so long as not more than 5% of the employees choose the same day while school is in session. If this occurs, the granting of the day will be on a first come first served basis. In the case of a tie, district-wide seniority will be used to break the tie. There is no limitation when school is not in session. Employees will be required to give at least a 5-day notice.
- B. Ten month employees shall be entitled to eleven (11) days to include New Year's, President's Day, Martin Luther King Day, Good Friday, Memorial Day, Columbus Day, Veterans' Day, Thanksgiving

Day, plus one day after, Christmas Day, plus one Floating Holiday to be taken as described above for 12 month employees.

- C. Holiday pay will be prorated as to time worked within a normal work day not to exceed eight (8) hours.
- D. Should any of the above mentioned holidays occur on a Saturday or Sunday, the Friday preceding or the Monday after the holiday shall be given in lieu of the holiday at the discretion of the Superintendent or his/her designee if school is not in session. If school is in session, the Superintendent or his/her designee will set aside an alternate day for holiday use.
- E. To be eligible for holiday pay, an employee must have been on an active paid status the full scheduled work day preceding and following the holiday.

**ARTICLE XIII
VACATION**

- A. All full-time, twelve-month employees will receive:
 - after one year's continuous service - 5 days paid vacation;
 - after three year's continuous service - 10 days paid vacation;
 - after seven years of continuous service - 15 days paid vacation
 - after ten years of continuous service - 20 days paid vacation.
- B. All requests for vacation must be made in advance and are subject to approval by the District. It is understood that requests for vacation leave for the last week of August and/or the week immediately preceding the opening of school will generally be denied.
- C. All vacations will be scheduled on a seniority basis and with the recommendation of the immediate Supervisor and the approval of the Superintendent or his/her designee.
- D. Up to ten (10) unused vacation days may be carried over to the following school year at the request of the employee and approval of the Superintendent or his/her designee at the end of each school year.
- E. Employees already with the District changing from a ten (10) to a twelve (12) month position will get credit for time from original date of hire.
- F. An employee transferring from a twelve (12) month to a ten (10) month position will have all accrued vacation at time of transfer converted to sick leave.

ARTICLE XIV UNIFORMS

A. Uniforms and shoes will be provided for employees in the following classifications and under the following conditions:

1. Operations, Maintenance and Custodial Personnel

Up to three (3) uniforms annually and one (1) pair of safety shoes, not to exceed \$75.00 and purchased from a store selected by the District, each year of the agreement. Payment will be made directly to the store by the District. If the employee purchases shoes costing more than \$75.00, the District's contribution will be \$75.00.

2. Bus Drivers

Uniform jackets as needed.

3. Motor Equipment Mechanics

Coverall service and one (1) pair of safety shoes, not to exceed \$75.00 and purchased from a store selected by the District, each year of the agreement. Payment will be made directly to the store by the District. If the employee purchases shoes costing more than \$75.00, the District's contribution will be \$75.00.

4. School Lunch Personnel

\$140 will be paid to each school lunch employee for their use toward the purchase of uniforms and shoes as determined by their own need.

5. Hall Monitors

\$75 will be paid to each hall monitor for their use toward the purchase of foot wear as determined by their own need.

6. Teaching Assistants and Teacher Aides

\$75 will be paid to each Teaching Assistant and Teacher Aide whose duties require that they work with students in the High School Pool, for use toward the purchase of appropriate swim attire.

B. Uniforms will be provided on or about the first day of work during the regular school year. Each employee will be responsible for uniform maintenance. All employees are required to wear uniforms as provided during all working hours. Any employee not wearing uniforms as provided will be subject to disciplinary action.

C. Colors of uniforms will be determined by the District.

D. School lunch personnel are allowed to purchase uniforms of any color except black.

E. In order for an employee to be reimbursed the dollar amount stated above, it will be necessary for the employee to present a sales slip which contains the following:

1. The name of the store where the purchase was made.

2. The date of the purchase.
 3. A description of the item.
 4. The cost of the item.
- F. The District shall provide laboratory coats for Nurses at no cost to employee. (Intent is for one coat per RN with the individual caring for the coat.)
- G. The District shall provide foul weather outer wear for all unit members required to work in inclement weather, i.e., Grounds Crew and Bus Drivers of the handicapped.
- H. While at work, unit members are expected to dress appropriately and professionally.

ARTICLE XV EDUCATION FUND

An Educational Fund will be open to all members of the bargaining unit. Such funds shall not be cumulative from year to year. The total amount to be paid by the District in any one year for such purposes shall not exceed \$4,000. To be eligible to participate, an employee must apply for and receive prior approval from the District. An employee may request payment from the District for reasonable expenses directly related to taking courses offered by recognized institutions such as BOCES, technical schools, community college, or universities; these courses may include adult education, training workshops, or other approved course work. The employee will file an application on the form provided by the business office. It is understood that the course work will either be directly related to the employee's current position or will assist the employee in promotional efforts within the school district. Payment will be made by the District upon successful completion of the course.

ARTICLE XVI DUES DEDUCTION

- A. The District agrees to deduct from the pay of each employee covered by this agreement who submits a signed payroll deduction authorization, NYSUT Association dues and one NYSUT sponsored benefit program.
- B. Dues deductions will be made 20 times corresponding to the employee's regular payroll period during the months of September through June.
- C. The District shall transmit the amount deducted as well as notification of additions and/or deletions to the payroll deduction list each pay period of each month during which the dues deduction is made to the Treasurer of the Association.
- D. Since dues deduction cards are in force until withdrawn in writing, such notice of withdrawal may only be served between September 1 and September 15 of any given year.

**ARTICLE XVII
ADDITIONAL PAYROLL DEDUCTIONS**

- A. Savings Bonds (U.S. Government)
- B. Tax Sheltered Annuity. Unit members will be required to complete the District approved salary reduction agreement.
- C. Credit Union
- D. United Way
- E. IRS 125 Cafeteria Plan
- F. All others feasible under present system with mutual agreement between the employee and the Superintendent or his/her designee.

**ARTICLE XVIII
RETIREMENT**

- A. The District will offer plan 75C of the New York State Employee Retirement Plan and will provide 75i for Tier I employees.

B. PAYMENT FOR UNUSED SICK LEAVE

The District shall establish a payment for unused sick leave having the features set forth hereafter, such plan meeting the requirements of the Education Law and requirements of the New York State Employees' Retirement Board.

- 1. Eligibility - To be eligible under the District's Plan, therefore, an employee:
 - a) Shall have indicated their intention to retire.
 - b) Shall have reached age 55.
 - c) Shall have served the Norwich City School District for more than ten years prior to the effective date of retirement.
- 2. Irrevocable Letter of Resignation - An eligible employee must submit an irrevocable letter of resignation in a form acceptable to the District to become effective on the effective date of retirement. Said letter is to be submitted to the Superintendent of Schools, or his/her designee, at least six months preceding such effective retirement date. In the event emergency circumstances exist, the Superintendent, or his/her designee, may waive the required six months notice.
- 3. Computation of Entitlement - The eligible employee's accumulated unused sick leave days as of thirty days preceding the effective date of retirement shall be multiplied by the following multiplication factors:

<u>Type of Employment</u>	<u>Rate Per Day</u>
Full-time	\$40.00
Part-time	30.00

4. Any absence between effective date of retirement and the computation of retirement benefits will be deducted at the employee's daily rate.
5. Payment shall be made to the employee within the last fiscal year of employment.

ARTICLE XIX INSURANCE

A. Hospital, Surgical, and Major Medical

1. The Board will contribute 100% of the premium rate for individual coverage and 90% of the premium rate for dependent coverage for group health insurance coverage. The plan provided will be the Blue Cross Blue Shield UB3 17X Insurance Plan or its' equivalent. Also included will be a Major Medical Insurance Program to include \$1,000,000 in one benefit period or in two or more benefit periods. The Major Medical Insurance Program will provide for \$100 individual deductible per calendar year or a \$200 family aggregate deductible per calendar year. For purposes of this provision, the DCMO BOCES Consortium Health Plan is considered equivalent.

The District will provide a major medical 80/20 prescription drug card as soon as it can be made available.

The employee contribution will be modified as follows:

Effective July 1, 2008 – Unit members will be responsible for 1.0% of the premium for individual coverage. Unit members opting for dependent coverage will be responsible for 1.0% of the premium for individual coverage plus 10% of the difference between the dependent (family or two-person) and individual coverage premium amounts.

Effective July 1, 2009 – Unit members will be responsible for 2.0% of the premium for individual coverage. Unit members opting for dependent coverage will be responsible for 2.0% of the premium for individual coverage plus 10% of the difference between the dependent (family or two-person) and individual coverage premium amounts.

Effective July 1, 2010 – Unit members will be responsible for 3.0% of the premium for individual coverage. Unit members opting for dependent coverage will be responsible for 3.0% of the premium for individual coverage plus 10% of the difference between the dependent (family or two-person) and individual coverage premium amounts.

Effective July 1, 2011 – Unit members will be responsible for 4.0% of the premium for individual coverage. Unit members opting for dependent coverage will be responsible for 4.0% of the premium for individual coverage plus 10% of the difference between the dependent (family or two-person) and individual coverage premium amounts.

2. The District will participate in a flexible IRS 125 program which shall cover only the employees contribution to the Health and Dental premiums.

3. A committee will be established consisting of equal members from the Association and District to investigate such benefit items as expanded IRS program, insurance buyouts, dental, prescription, health care, etc.
4. New employees will have the availability of coverage on the date of reporting to work.
5. Employees must earn a minimum of \$3,000 to be eligible for health insurance benefits.

B. Dental Insurance

1. The Board will contribute 90% of the premium rate for individual dental insurance coverage under the Blue Cross-Blue Shield Option A Basic and Supplemental Basic Insurance Plan or its' equivalent.
2. All employees have the option to purchase family coverage benefits at their own expense.
3. New employees will have the availability of coverage on the date of reporting to work.
4. Employees must earn a minimum of \$3,000 to be eligible for dental insurance benefits.

C. District will provide a vision care rider.

D. Leaves and Retirements

Employees on temporary leave of absence and retired employees shall have provided any and all insurance benefits under current group rates, the cost to be borne by the individual.

E. Dual Coverage

When both spouses in this unit have health coverage or dental coverage, they may have a choice of one family plan or two individual plans.

**ARTICLE XX
PHYSICAL EXAMINATION**

The District will make available annual physical exams by the School Physician at District expense to any employee desiring same.

**ARTICLE XXI
SICK LEAVE**

A. Purpose

Sick leave is an insurance against major losses for unfavorable reasons. It is, therefore, designed to guarantee as much accumulation as is practical. It is not designed either to guarantee a fixed income or to accumulate financial rewards for good attendance. It is like an insurance protection - there if you need it, but there is also the hope that it will not be needed.

B. Maximum Accumulation

1. Twelve month employees shall be entitled to twelve (12) days of sick leave for each school year during which they were employed by the School District which may accumulate to a maximum of 240 days.
2. Ten month employees shall be entitled to twelve (12) days of sick leave for each school year during which they are employed by the School District which may accumulate to a maximum of 240 days.
3. Sick leave benefits for persons employed less than full-time shall be prorated against full-time employees.

C. Sick Leave Provisions

Sick leave may be taken for the following reasons:

1. Personal illness, injury, or for any emergency remedial health treatment which can be obtained only during school hours.
2. Six of the twelve (12) days may be utilized for family illness - "family" being defined as follows: employee's spouse, children, parents within the household. An extension of the six days may be granted at the discretion of the Superintendent or his/her designee. In the event unusual circumstances exist which are not covered in the definitions listed above, the superintendent or his/her designated representative may authorize paid leave.
3. In the case of a twelve (12) month employee, two (2) of the twelve days may be used for personal business. In the case of a ten (10) month employee, two (2) of the twelve days may be used for personal business.
4. Personal business shall include any important affairs requiring the presence of the employee which cannot be conducted outside of school hours. Acceptable use of personal business days shall also include family responsibilities such as transporting children/stepchildren to college, travel time and attendance at award ceremonies and graduations of family members, chaperoning child's/stepchild's Norwich Schools' field trips. Personal business shall not include recreational activities, such as golfing, boating, skiing, or hunting, nor personal activities such as vacations, shopping trips, seeking other employment or travel for non-business purposes. One (1) of these two (2) days may be utilized as a personal leave day which will not be limited to the above uses. Personal business leave may not be taken on the workday immediately preceding or following a scheduled holiday or recess period, or on an established Conference day, except in the case of an emergency. An employee shall give notice of personal business leave in writing on forms provided at the building offices at least seventy-two (72) hours before taking such leave, except in the case of an emergency. In the case of an emergency, the Office of the Superintendent should be notified with the written notification to follow. An employee shall not be required to state the reason for requesting personal business leave other than that such leave is being taken under this provision.
5. The Superintendent or his/her designee may require medical certification of illness.

D. Deductions

Deductions for absence beyond basic or accumulated sick leave and not approved shall be at the employee's daily rate.

E. Notification of Accumulated Sick Leave

Accumulated sick leave will be indicated on the annual salary statement sent to each employee.

F. Incentive

Effective at the beginning of the 2008-09 school year, if an employee has taken no more than three (3) personal sick, family illness, personal business or unpaid days within a given school year, the employee will have the election to cash in up to 5 sick leave days at 50% of their daily rate of pay.

An employee who elects to cash out any amount of days will take unpaid leave days equal to one half of the days cashed out before making application to the NESSA sick bank. (i.e., if an employee cashes out 10 days over 5 years and runs out of sick leave, they must first take 5 unpaid days before making application to the sick bank). The above delay is in addition to the five days of unpaid leave provided for under Section D of Article XXII.

**ARTICLE XXII
SICK LEAVE BANK**

- A. A sick leave bank will be established by voluntary contribution from unit members. Each employee wishing to join may do so during the month of September in any given school year by contributing two (2) days to the bank.
- B. Individuals newly hired by the District may join the bank by contributing the above referenced two (2) days during their first thirty (30) days of employment.
- C. The District will provide the Association President with notification of all newly joined sick bank members at the time of their joining the bank.
- D. To be eligible to draw from the bank, an employee must be a member of the bank for a period of twelve months who has exhausted all of his/her sick days and who has had five days of absence without pay.
- E. The Committee may grant up to 20 days of sick bank days under normal conditions, however, more than 20 days may be granted if the Committee believes there is an extenuating reason.
- F. The Committee shall consist of four members of the bargaining unit appointed by NESSA and three members appointed by the Superintendent or his/her designee.
- G. Establish replenishment system in same manner as formed. Replenishment system shall be implemented when the bank falls below 20 days and/or the days granted shall take the bank below 20 days.
- H. The sick leave bank will be used as a supplement to worker's compensation, disability insurance, income protection insurance, or any insurance plan designed to reimburse the employee for loss of pay as a result of serious illness. The combined total of the insurance plan and sick leave bank cannot exceed the total daily rate of an employee.

ARTICLE XXIII

UNPAID LEAVE

An unpaid leave of absence may be granted for a period of one year or less for personal reasons. An employee may request an extension of leave and such leave may be granted for exceptional reasons not to exceed an additional one (1) year period. Employees will have no reduction or increase in seniority, vacation time, salary, etc. due to this unpaid leave. Unpaid leave shall not be requested for the purpose of seeking employment elsewhere.

ARTICLE XXIV PARENTAL LEAVE

- A. Unpaid parental leave shall include leave for adoption, child birth, and (ensuing) child rearing to all employees. Subsequent child rearing leave may be granted in the case of serious illness or other circumstances requiring special parental attention.
- B. Request for such leave shall be submitted in writing to the Superintendent, or his/her designee, with a minimum of 60 days notice. It shall specify the reason and the period of time the leave is requested. The notice requirement may be waived under unusual circumstances.
- C. Such leave shall be granted for a period not to exceed one year.

ARTICLE XXV JURY DUTY

Employees called for jury duty shall receive the difference between the jury fee and his/her regular salary so that no loss is incurred by the employee. If excused from duty or excused early from duty, the employee shall report back to work.

ARTICLE XXVI DEATH IN THE FAMILY

- A. When approved by the Superintendent or his/her designee, up to five (5) days absence at any one time may be granted to an employee in the event of the death of the employee's spouse, parents, brother, sister, children, in-laws (mother, father, sister, brother), grandparents, grandchildren, or anyone living within the confines of the home. When approved by the Superintendent or his/her designee, additional paid leave may be granted.
- B. In the event unusual circumstances exist which are not covered in the definitions listed above, the Superintendent or his/her designated representative may authorize paid leave.

ARTICLE XXVII GRIEVANCE PROCEDURE

- A. Resolution of Board of Education

The Board of Education of the Norwich City Schools, in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of Grievance procedures for public employees within this contract, does hereby establish and adopt the following procedures for the orderly settlement of Grievances of members of the Association.

B. Declaration of Policy

In order to establish a more harmonious and cooperative relationship between the Association and members of the Board which will enhance the education program of the Norwich City School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of employees pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be literally construed for accomplishment of this purpose.

C. Definitions

1. A "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of this contract; provided, however, that this Grievance procedure shall not apply to disciplinary proceedings brought under Section 2508 or 2509 of the Education Law or to any matters under the jurisdiction of the State Retirement System.
2. An "Immediate Supervisor" shall mean the administrator to whom the employee is directly responsible (e.g., Building Senior Custodian, School Lunch Manager, Head Mechanic, Director of Transportation, Superintendent of Buildings and Grounds, Building Principal, Superintendent or his/her designee). When the Association presents a Grievance, the Immediate Supervisor shall mean the Assistant Superintendent.
3. An aggrieved party may be either an individual member of the bargaining unit and/or the Association.

D. Basic Principles

1. The basic principle of this procedure is to secure, at the lowest possible administrative level, equitable solutions of the problems which may from time to time arise affecting the working conditions of employees. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure, and every effort will be made by all individuals to keep all proceedings in the strictest of confidence.
2. Nothing herein contained shall be construed as limiting the right of any individual employee having a Grievance to discuss the matter informally with any appropriate member of the Administration and having the Grievance adjusted without intervention of the Association. In any case where the issues raised by the Grievance affects a group or application of the Agreement, the Association shall be notified by the aggrieved person of the Grievance and be given the opportunity to be present at such adjustment and to state its views.
3. An employee shall have the right to present Grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal. All documents, communications and records dealing with the processing of the Grievance will be filed separately from the personnel files of the participants.
4. A grievant may not be represented by anyone who is not an Association member or an employee of the Association and its affiliates, not to exceed three representatives.

E. Procedure - Hearing of Grievance

1. Since it is important that Grievances be processed as rapidly as possible, the number of days indicated at each level are considered as a maximum and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. If an employee or the Association does not present an alleged Grievance to his/her Immediate Supervisor within 30 calendar days of its' occurrence, then the Grievance shall be waived. If the grievant does not process the Grievance through the levels of procedure within the time limits specified, then it will be waived.
3. In the event a Grievance is filed at such time that it cannot be processed through all steps in this Grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the Grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable. Except by mutual consent, no Grievance will be set aside until the following year, but shall be processed either by pro rata or regular time limits.

F. Procedures - Levels

1. Level One - Supervisor

- a) Step 1. In order to initiate action, an employee with an alleged grievance will first discuss it with his/her Immediate Supervisor with the object of resolving the matter informally.
- b) Step 2. In the event that resolution is not attained informally, the aggrieved person within five (5) school days shall submit the Grievance in writing to the Association. The Association will meet with the grievant and within 10 school days may submit the grievance in writing to the Assistant Superintendent. Within ten (10) days, the Assistant Superintendent shall hold a hearing on the alleged Grievance and within ten (10) school days following such hearing he/she shall render a decision in writing to the aggrieved person.

2. Level Two - Superintendent

- a) If the Association is not satisfied with the disposition of the Grievance at Level One, Step 2, or if a decision has not been rendered with ten (10) school days after the hearing has ended, the Association may file the alleged Grievance in writing to the Superintendent of Schools, stating its points of disagreement with the Level One decision. This must be filed within ten (10) days of receipt of the Level One decision and must include a written report of this decision.
- b) Within ten (10) school days after receipt of the written alleged Grievance by the Superintendent, he/she or his/her appointed representative will hold a hearing with the Association.

3. Level Three - Board of Education

If the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the Association has first met with the Superintendent or his/her appointed representative, the Association may refer it within ten (10) days to the Board. Within fifteen (15) school days after receiving the written alleged Grievance, or such longer time as may be mutually agreed upon, the Board will hold a hearing with the Association. The Board may designate a committee of its members to hear the grievance and report thereon to the Board, which shall then act on such report. Within fifteen (15) school days after the meeting with the Board or its designated committee, the board will render a disposition of the grievance.

**ARTICLE XXVIII
PRINTING OF CONTRACT**

The District will assume responsibility of printing and distributing the Agreement to the Association President, for each member in the unit, in a timely fashion plus 25 additional copies. The District will provide a copy of the Agreement to each new hire at the time of hiring.

**ARTICLE XXIX
DURATION OF AGREEMENT**

Except if altered by mutual approval, both parties between January 1 and February 1 of the year in which the Agreement terminates, agree to enter into collective negotiations for a successor Agreement.

It is agreed that all items presented for negotiations have been discussed by the parties in the negotiations leading to the Agreement. This Agreement shall be effective as of July 1, 2007 and is continued in force through June 30, 2012. All items not otherwise specified shall be retroactive to July 1, 2007.

_____	Date: _____
Superintendent	
_____	Date: _____
President, NESSA	
_____	Date: _____
Chairperson, Negotiating Team	