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Contract Database Metadata Elements

Title: **Delhi Central School District and Delhi Educational Support Staff Association (2005)**

Employer Name: **Delhi Central School District**

Union: **Delhi Educational Support Staff Association**

Local:

Effective Date: **07/01/05**

Expiration Date: **06/30/09**

PERB ID Number: **4876**

Unit Size: **47**

Number of Pages: **28**

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AGREEMENT

Between The

**DELHI EDUCATIONAL SUPPORT STAFF
ASSOCIATION**

And The

DELHI CENTRAL SCHOOL DISTRICT

RECEIVED

DEC 04 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 2005 to June 30, 2009

47



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PRINCIPLES

- A. This Agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the classifications set forth in Article 1 attached hereto and made a part hereof.
- B. It shall be the public policy of the Delhi Central School and the purpose of this Agreement to promote harmonious and cooperative relationships between the Delhi Central School and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. The Board and the Association, the parties to the Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support, and seek to fulfill, in accomplishing the aforementioned goals.
- C. The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.
- D. 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 THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 1 – RECOGNITION

- A. The Delhi Central School recognizes the Delhi Educational Support Staff Association as the certified and exclusive representative for collective negotiations under the Taylor Law with respect to wages, hours, and all other terms and conditions of employment. In the event of a challenge, the District will proceed according to the regulations of PERB and the Taylor Law.
- B. The Association affirms that it does not assert the right to strike against the employer, and it shall not cause, instigate, encourage or condone a strike.
- C. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all full-time personnel listed below:

Aides
Clerks
Typists
Registered Nurses
Licensed Practical Nurses
Monitors
Attendance Officer/District Registrar

Computer Technicians
Secretary to the Principal
Licensed Teaching Assistants
Library Clerk
Special Programs Secretary
Transportation Secretary

Full-time employees are those who work a regular annual schedule, regardless of the number of days per week or hours per day.

Confidential employees, including the secretaries to the Superintendent and Business Official, are excluded from the bargaining unit.

- D. Unless otherwise indicated, the term “employee”, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit above defined, and references to male employees shall include female employees.

ARTICLE 2 – NEGOTIATING PROCEDURES

- A. Not before December 1, but prior to February 1 of the year the Agreement is terminated and upon request of either party, both parties will enter into negotiations leading to a successor Agreement.
- B. The parties shall exchange written proposals at the first meeting, which shall be held on or before February 1. These requirements may be waived by agreement of both parties.
- C. Negotiations shall commence with a meeting at a mutually satisfactory place within forty-five (45) calendar days after submission of the Association’s proposals, unless the Superintendent and the Association mutually agree to an extension of time. The District shall make available to the Association, upon request, information within its possession which is relevant to negotiations and is available under the Freedom of Information Act. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- D. When consensus is reached on a successor Agreement, it shall be reduced to writing as a collective negotiated Agreement between the parties and submitted to the Association and the Board for ratification and/or necessary action.
- E. Copies of this Agreement will be prepared at District expense and distributed by the Superintendent. One (1) copy shall be kept in the school safe. The District will give the Association five (5) extra copies.

ARTICLE 3 – DEFINITIONS

The following terms shall have specific meanings as follows:

1. School District: The Central School District No. 1 of the Towns of Delhi, Kortright, Meredith, Franklin, Hamden and Bovina, commonly known as Delaware Academy and Central School District and legally known as Delhi Central School.
2. Board of Education or Board: The Board of Education of the School District.

3. Superintendent: The Chief School Administrator of the School District.
4. School Year: The period commencing on the first (1st) day of July in each year and ending on the thirtieth (30th) day of the following June.
5. Full-Time Employee: Those who work a regular annual schedule, regardless of the number of days per week or hours per day.

ARTICLE 4 – RIGHTS OF THE ASSOCIATION

- A. The Association shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement; to designate its own representatives and to appear before any appropriate official of the employer to effect such representation, to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the employer or any of its agents. The Association shall have the sole and exclusive right to pursue any matter or issue including, but not limited to, the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any Court of competent jurisdiction, whichever is appropriate.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.
- C. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Employees shall, within the work day, only conduct Association business at such times as are mutually acceptable to the employee and the Principal and/or Superintendent.
- D. The Superintendent shall grant up to two (2) days leave with pay annually to the President of the Association (or designee) to attend NEA/NY Lobby Day and/or the Presidents' Conference. There will be no charge for a substitute for the above mentioned days. If the President (or designee) requires other days off for Association business, the cost of a substitute, if required, shall be paid by the Association.
- E. Any performance contract with an outside agency affecting the bargaining unit may not be entered into without the approval of the Association.

ARTICLE 5 – RIGHTS OF EMPLOYEES

- A. Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the Association without fear of coercion, reprisal, or penalty from the Association or the employer.
- B. Employees may join and take an active role in the activities of the Association without fear of any kind of reprisals from the employer or its agents.
- C. Any dispute concerning a questionable decision or action taken by an employee shall be discussed privately between the employee and the administrator. Prior to the administrator taking any formal disciplinary action, including but not limited to insertion of a letter in an employee's folder describing the discipline, a conference will be held informing the employee of the action to be taken. The employee will have the right of Association representation at this conference.

ARTICLE 6 – RIGHTS OF THE EMPLOYER

- A. Except as otherwise specifically provided in this Agreement, the employer shall have the customary and usual rights, powers and functions to direct the employees, to hire, promote, suspend, and to take disciplinary action, and to otherwise take whatever actions necessary to carry out the mission of the employer pursuant to existing practices unless altered by this Agreement.
- B. Under the terms of this Agreement and pursuant to the Public Employees Fair Employment Act, the employer shall negotiate collectively and in good faith with the Association in the determination of salaries and the terms and conditions of employment and to enter into a written Agreement with the Association.

ARTICLE 7 – GRIEVANCE PROCEDURE

- A. Purpose

It is the desired objective of the parties to encourage the prompt and informal resolution of employer/employee problems in relations to terms and conditions of employment as they arise, and to provide recourse to orderly procedure for the satisfaction of such grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

- B. Definitions

- 1. Grievance – Any alleged violation of the terms and conditions of employment within the provisions of this Agreement. The term “grievance” shall not include any matter involving any law or any rule or regulation having the force and effect of law.

2. Days – Work days as designated in the current school calendar.
3. Principal – The Building Principal.
4. Association – Delhi Educational Support Staff Association.
5. Aggrieved Party – Any employee, group of employees, or Association representative employed by the District filing a grievance.
6. Party In Interest – Any employee or group of employees named in the grievance who is not the aggrieved party.

C. Procedure

1. Time Limits

- a. Failure to present a grievance within twenty (20) days after the occurrence of the claimed grievable event or of the aggrieved person's first knowledge of that event shall result in a waiver of all rights under this procedure.
- b. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Levels of Review

a. Level I – Informal Meeting

A grievance will first be discussed with the aggrieved person's principal, with the objective of resolving the matter informally, at which time the aggrieved person may:

- 1) Discuss the grievance personally, or
- 2) Request an Association representative to accompany him/her, or
- 3) Request an Association representative to act in his/her behalf.

Within five (5) days of the informal discussion, if the aggrieved person would like a written response, the aggrieved person must submit the grievance in writing to his/her principal, refer to Attachment A – Grievance Form. The grievance must specifically state exactly which Article, Section and sentence of the Contract has been violated and state in a detailed manner exactly how the Contract was violated. Within ten (10) days after the written presentation of the grievance to the principal, the principal shall make his/her decision and communicate the decision and reasons therefore in writing to the employee presenting the grievance, to the Association, and the Superintendent. In order to proceed to Level II, a grievance must be submitted in writing within the specified time limits at Level I, unless such time limits have been mutually waived.

b. Level II – Superintendent’s Review

If the aggrieved employee is not satisfied with the decision arrived at under Level I, or if no decision has been rendered within the specified time period and no waiver of time limits has been agreed to he/she may, within five (5) days of the date the decision was received or was due to have been received, file with the Clerk of the District an appeal in writing on jointly designated forms supplied by the District, requesting the Superintendent to review the matter. Such appeal shall include, among other things, a summary of the grievance and the relief requested.

The Superintendent or his/her designee shall meet with the employee and his/her representative (if the employee desires a representative) at a reasonable time and place within five (5) days after the presentation of the jointly designated forms to the Clerk's office. Such a meeting shall be an attempt to resolve the grievance.

Within ten (10) days after such a meeting or meetings, the Superintendent or his/her designee shall make a decision in writing, setting forth his/her conclusions with respect to the grievance, and setting forth his/her reasons for such conclusions. A copy of such decision shall be given to the employee, the Association, and the Clerk of the District.

c. Level III – Board of Education

If the aggrieved employee is not satisfied with the decision at Level II, or if no decision has been rendered within the specified time period and no waiver of time limits has been agreed to, an appeal may be filed in writing with the Clerk of the District within fifteen (15) school days of the date the decision was received or was due to have been received on a jointly designated form.

At its next regularly scheduled meeting after receipt of an appeal, the Board shall hold a hearing on the grievance, provided the appeal has been submitted to the Board at least five (5) working days in advance of the meeting. The hearing will be conducted in Executive Session.

Within fifteen (15) school days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.

d. Level IV – Arbitration

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level III, or if no decision has been rendered within fifteen (15) school days of the Board level hearing, the aggrieved person may request in writing that the Association submit its grievance to arbitration.

If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration through the American Arbitration Association within fifteen (15) days after receipt of a request by the aggrieved person, with notice to such effect to the Board at the same time.

Within ten (10) days after notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Association and the Board and shall be final and binding on the parties.

The costs for the services of the arbitrator, including expenses if any, shall be borne equally by the Board and the Association.

D. Miscellaneous

1. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any employee.
3. Forms for filing grievances and making appeals shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure, refer to Attachment A – Grievance Form.
4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative as referred to in this Article.

ARTICLE 8 – WORK SCHEDULE

A. Work Year

The work year of employees shall be as follows:

Twelve (12) months – July 1 through June 30

Clerks
Typists
Secretary to a Principal
Transportation Secretary

Guidance Secretary
Special Programs Secretary
Computer Technician
Attendance Officer/District Registrar

Eleven and one-half (11.5) months –

Aides
Monitors

Ten (10) months – September 1 through June 30

Aides
Monitors
Library Clerk

Licensed Practical Nurse
Licensed Teaching Assistants
Registered Nurses

B. Daily Work Hours

Twelve (12) month employees:

While school is in session -

Monday – Thursday 8 hours exclusive of a 30 minute lunch
Friday 7 hours 30 minutes exclusive of a 30 minute lunch

When school is not in session -

Monday – Thursday 7 hours 15 minutes exclusive of a 45 minute lunch
Friday 6 hours 45 minutes exclusive of a 45 minute lunch

For the six (6) week period beginning with the first full week following the July 4 holiday, twelve (12) month unit members will work four (4) day weeks of either Monday through Thursday or Tuesday through Friday of 7 hours 15 minutes exclusive of a 45 minute lunch, with no loss of compensation. Individual weekly assignments will be determined by the Superintendent of Schools.

Ten (10) month employees:

Monday – Friday 6 hours 40 minutes exclusive of a 30 minute lunch

On two (2) conference days, as determined by the Superintendent of Schools, the hours of work will be 6 hours 45 minutes exclusive of a 30 minute lunch. One (1) of the two (2) assigned conference days will be the first conference day of the school year. The second will be for the purpose of in-service training. Ten (10) month employees will not be required to report on the remaining scheduled teacher conference days.

Ten (10) month employees will not be required to report to work on two (2) days occurring at the end of the school year. These days will be designated by the Superintendent on a yearly basis.

In order to give more flexibility to the District, the Aide positions may vary between the hours of 7:30 a.m. to 5:30 p.m. (within a minimum of 6 hours and 15 minutes per day and a 31 hour and 15 minute work week) as determined by the Superintendent.

All new part-time positions will be two (2) to four (4) hours. It is not the intent of the Superintendent or the Association to utilize part-time staff to reduce current full-time positions or replace future full-time positions with part-time employees.

School nurses (ten [10] month employees) who opt for a thirty (30) minute paid lunch instead of the above shall be required to remain available in their assigned building during the thirty (30) minute lunch period.

Employees shall indicate their presence for duty by the appropriate sign-in procedure.

The hourly rate of pay for twelve (12) month employees shall be computed on the basis of ~~one thousand nine hundred twenty-two (1,922) hour work year.~~ For ten (10) month employees the work year shall be one thousand two hundred eighty (1,280) hours and thirty (30) minutes.

C. Overtime

1. Overtime shall be paid at the rate of one and one-half (1.5) times the employee's regular hourly rate for all time worked in excess of forty (40) hours in any work week, or the employee, at his/her option, shall accrue compensatory time at the rate of one and one-half (1 1/2) hours for each overtime hour worked. Overtime may be worked only with permission of the immediate supervisor, and shall conform to the requirements of the Fair Labor Standards Act.
2. If, with the approval of the Building Administrator and Superintendent, a unit is requested to stay after regular hours for meetings, workshops, or other job training or work-related activities, they shall be paid their hourly rate for the additional time up to forty (40) hours after which 8.C.1 is in effect.
3. For the purpose of determining forty (40) hours, only days worked by the employee shall count as regular work days.

D. Vacation Schedule

1. Vacations may be used on a ~~yearly calendar of August 1 through July 31~~. Vacation eligibility shall be determined as of July 1 of each year for twelve (12) month employees only. ~~Vacation leave must be used within the year earned and does not carryover from year to year.~~
2. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor.

One (1) of two (2) weeks must be taken during July or August
One (1) of three (3) weeks must be taken during July or August
Two (2) of four (4) weeks must be taken during July or August

3. Employees shall be eligible for vacation on the following basis:

a. First year of employment

<u>Months on Job</u>	<u>Days of Vacation</u>
1 – 5	0
6 – 12	5

b. One (1) or more years' employment

<u>Years of Service</u>	<u>Weeks of Vacation</u>
1 – 5	2
6 – 10	3
First July 1 after ten (10) years' service	3 or 4*

*Employees eligible for four (4) weeks of vacation have a one-time option of receiving a four percent (4%) salary increase based upon their previous year's salary instead of the fourth week's vacation entitlement.

To be eligible for this benefit, the employee must have accumulated a minimum of seventy (70) sick leave days by the 1988-1989 school year.

4. Employees moving from a ten (10) month or eleven (11) month position to a twelve (12) month position shall be credited with one-half their previous service in the District for purposes of determining vacation entitlement.

E. Holiday Schedule

There shall be fifteen (15) paid holidays, as specified in Appendix B of this Agreement for twelve (12) month employees. Ten (10) month employees shall be paid for ten (10) holidays, as specified in Appendix B.

F. Breaks

1. Employees shall be entitled to one (1) uninterrupted twenty (20) minute break in addition to the lunch period. This break will not be scheduled to immediately follow or precede the lunch period nor will it be scheduled at the immediate beginning or end of the employee work day.
2. Break times and lunch time shall be approved by the immediate supervisor. Lunch time will be during the time that the cafeteria is open for lunch unless the employee and supervisor agree to a different time.

G. Snow/Emergency Closing Days

1. ~~All ten (10) month contract employees will be paid for days when school is canceled due to weather or other emergency by the Superintendent or his/her designee.~~
2. ~~Twelve (12) month employees will not be required to report to work, on days when school is closed due to snow or a weather emergency. Such personnel will be paid for the day and will not be required to use leave time, unless they have previously requested and been granted leave time for the day. If no snow days are used by the District in any given year and school is closed for ten (10) month staff and students, for one (1) or more days, one (1) such day, as determined by the Superintendent, will be granted as a day off for twelve (12) month employees.~~

ARTICLE 9 – PERFORMANCE APPRAISAL

- A. An evaluation form approved by the District and the Association, refer to Attachment B – Evaluation Form, shall be used for all unit members, with the exception that the District may opt to use the teacher evaluation instrument for the evaluation of Teacher Assistants.

ARTICLE 10 – SALARIES

A. Salary Schedule

The salary of all employees covered by this Agreement are set forth in Appendix A which is attached hereto and made a part hereof.

B. Longevity Pay

1. Longevity increments shall be paid to employees for years of service to the District, exclusive of periods of unpaid leave.
2. Longevity increments shall be granted the following July 1 to employees who have completed ten (10), fifteen (15), twenty (20), twenty-five (25), and thirty (30) years of service to the District as of June 30 of any given year. Longevity is paid

in each subsequent year following the completion of ten (10) years of service with increments in years fifteen (15), twenty (20) twenty-five (25) and thirty (30).

~~An employee will opt to receive the longevity payment in the last payroll period in June or prorated over the term of the work year.~~

Employees working 25 or more hours per week or earning more than \$7,000 per year for ten (10) or more months per year

Employees working fewer than 25 hours per week or earning less than \$7,000 per year for ten (10) or more months per year

\$350	10-14 years	\$175
\$725	15-19 years	\$363
\$1,125	20-24 years	\$563
\$1,625	25-29 years	\$813
\$2,225 total	30+ years	\$1,113 total

ARTICLE 11 – LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave will accumulate at the rate of one (1) day per working month during the year, the total of which will be available as earned with full pay for personal illness or illness within the immediate family, to a maximum of two hundred sixty (260) days for twelve (12) month employees, two hundred thirty (230) days for eleven and one-half (11.5) month employees, and two hundred (200) days for ten (10) month employees. Eleven and one-half (11.5) month employees will be granted one and one-half (1.5) days of sick leave for working the six (6) weeks of summer school, accumulation of sick leave during the regular school year will be at the rate of one (1) day per working month.

For employees working fewer than five (5) days per week, these shall be prorated based on the percentage of the week worked. For example, an employee working four (4) days per week for ten (10) months shall receive:

$$10 \text{ days} \times 80\% = 8 \text{ days}$$

- a. For purposes of this Article, immediate family will consist of parents, children, grandchildren, grandparents, brother, sister, husband, or wife.
 - b. The Superintendent of Schools may, at his/her discretion, expand the definition of "immediate family".
2. The Superintendent may, at his/her discretion, advance up to twelve (12) sick days in extraordinary circumstances.

3. There will be no debit against sick leave due to an absence covered under the Workers' Compensation Law.
4. The employer has the right to request a physician's certificate in verification of the use of sick leave.
5. Absence due to illness is to be reported in at least one (1) hour prior to work time.

B. Personal Leave

1. Each full-time employee working five (5) days per week shall be allowed four (4) personal leave days with full pay during each school year. Employees working fewer than five (5) days per week shall be granted prorated days as in A.1. above.

The following reasons are not sufficient to warrant a personal leave day:

- a. Vacation
 - b. Shopping
 - c. Day preceding or day following a vacation, except where a reason is given and approval is given by the Superintendent
 - d. Convention or trip not applicable to school business
 - e. Personal convenience or enjoyment
2. Employees planning to use personal leave days shall notify their immediate supervisor at least one (1) day in advance, except in cases of emergency.
 3. Unused personal leave days shall accumulate as sick days.

C. Bereavement Leave

Each employee will be allowed up to five (5) days per school year for death in the immediate family. If additional days are needed, the employee will be allowed to use his/her personal leave days. The building principal may, at his/her discretion, expand the definition of the term "immediate family" as used in A.1. above.

D. Employee Organization Leave

NEA/NY representatives or delegates will be granted leave with pay to attend the annual NEA/NY and NEA Conventions. Leave for this purpose will be in addition to all other leaves granted by this Agreement.

E. Jury Duty

Bargaining unit members called to serve on a jury shall be compensated by the difference between their regular salary and the amount of compensation received as a juror.

F. Educational Improvement Leave

1. Employees may be granted time off with pay for the purpose of attending courses, conferences, or workshops related to their employment responsibilities.
2. Employees may be reimbursed for the costs of taking courses of training or attending conferences or workshops which may be of benefit to both them and the Delhi Central School District.
3. Advanced notification of and approval by the immediate supervisor and the Superintendent for the training, conference, or workshop must be obtained by the employee in order to receive time off and reimbursement. If approval is not given ten (10) days before the conference, it may be assumed it has been granted.

G. Other Leaves of Absence

1. The Board may grant a leave of absence to full-time employees for a full year, and/or any portion thereof to finish a school year. Such leaves may be extended on recommendation of the Superintendent.
2. Such a leave shall be without pay and shall preserve the employee's status regarding accumulated leave and the employee's right to return to a job within the employee's schedule and classification area.

ARTICLE 12 – SICK LEAVE BANK

- A. Unit members on staff prior to January 1, 2003 may elect to join the Sick Leave Bank by contributing two (2) days to the Bank. Unit members hired on or after January 1, 2003 may elect to join the Sick Leave Bank by contributing one (1) day to the Bank. Unit members who are not members of the Sick Leave Bank may only join at the beginning of any school year. Such application must be made between September 1 and October 1, except that new unit members may join within thirty (30) days of initial employment.
- B. The purpose of the Sick Leave Bank is to provide extended sick leave for participating unit members who have suffered a personal illness or injury (not work related) and who have used up all of their accumulated sick leave. A Committee consisting of an administrator appointed by the Superintendent of Schools and two (2) representatives selected by the Association will administer the Sick Leave Bank.
- C. The Sick Leave Bank will be capped at one hundred fifty (150) days, and participating unit members will not be required to donate additional days unless the Bank drops below one hundred twenty-five (125) days. If the Bank falls below one hundred twenty-five (125) days all members of the Bank will be required to donate an additional one (1) or two (2) day(s) in order to bring the total number of days in the Bank to one hundred fifty (150). It is understood that the Bank may exceed one hundred fifty (150) days due to new member donations.

- D. Written request for use of Sick Leave Bank days will be accompanied by a doctor's statement. Before utilizing the Sick Leave Bank, a participating member must be absent due to illness or accident for five (5) consecutive work days after his/her accumulated sick leave is exhausted. If approved, coverage for the five (5) days will be retroactive to the first day. The written request will be submitted to any member of the Sick Leave Bank Committee. The Committee will meet as soon as reasonably possible to review the request and will communicate its decision in writing to the applicant within three (3) days of such meeting. The decisions of the Sick Leave Bank Committee will be final and not grievable under the terms of this Agreement. The number of days granted will be contingent upon sufficient days being in the Sick Leave Bank.
- E. Approval of days from the Sick Leave Bank will be made in increments of no more than thirty (30) days. If additional days are needed beyond thirty (30) the applicant can request additional days. Withdrawals from the Sick Leave Bank will be limited to a total of ninety (90) days within any one (1) year. Days granted, but not used by an applicant, will be returned to the Sick Leave Bank. The maximum number of days a participating unit member may receive over a ten (10) year period will be limited to a total of one hundred fifty (150).
- F. If a member of the Sick Leave Bank decides to drop membership in the Sick Leave Bank, those days previously contributed remain in the Bank and cannot be withdrawn. A unit member may withdraw from the Bank upon submitting a written request to do so to the Sick Leave Bank Committee.
- G. All days that remain in the Sick Leave Bank at the end of a year will be carried over into the following school year. An accounting of the number of days in the Sick Leave Bank will be conducted jointly by the Association and the District by July 31 of each year to ensure an agreed upon balance for the following school year.

ARTICLE 13 – TUITION WAIVER

- A. Unit members not residing in the District who wish to have their children attend District schools will have all tuition charges waived. Acceptance of such students will be subject to Board of Education policy.

ARTICLE 14 – VACANCIES AND JOB SECURITY

- A. Vacancies

Vacancies in this school system covered by the Agreement shall be posted for a period of five (5) work days prior to appointment. Copies of all vacancy notices will be sent to District buildings for posting five (5) work days prior to appointment.

B. Seniority

Seniority shall be defined as the length of continuous employment since the last date of hire with the School District within the bargaining unit recognized by this Agreement.

Such seniority shall be controlling in cases of layoff and recall.

ARTICLE 15 – EMPLOYEE ADMINISTRATION LIAISON

- A. The Association's representatives shall meet with the Superintendent at least once every calendar quarter during the year, if requested by either party, to review and discuss current problems and practices of mutual interest and the administration of this Agreement.
- B. It is clearly understood that these representatives are not to be construed in any way as a negotiating team and are without the power to modify the current Agreement.
- C. For the purpose of developing continuing communications between the Board and the Association, it is understood that the parties may:
 - 1. Establish their own rules and procedures
 - 2. Discuss anything of mutual concern
 - 3. Use any outside consultants freely in order to clarify information.
- D. The Association will be consulted in regards to workshop and in-service training provided to aides on Superintendent Conference Days.

ARTICLE 16 – INSURANCE PROTECTION

To be eligible for insurance benefits, an employee must work thirty (30) hours per week, for a minimum of ten (10) or more months per year.

A. Health Insurance

- 1. The Delaware Academy and Central School District will pay ninety percent (90%) of the individual's cost of health insurance and ninety percent (90%) of the family coverage cost of health insurance under CASE BP. Effective July 1, 2005, the Plan offered will be CASE BP Plan N. Effective July 1, 2007, the Plan offered will be CASE BP Plan L.

A drug card will be provided with co-payments of five dollars (\$5) for generic drugs, ten dollars (\$10) for legend, and no co-payment for mail order. Effective July 1, 2006, drug card co-payments will be seven dollars (\$7) for generic drugs, twelve dollars (\$12) for legend, and no co-payment for mail order. Effective July 1, 2007, drug card co-payments will be ten dollars (\$10) for generic drugs, fifteen dollars (\$15) for legend, and no co-payment for mail order.

Health insurance options for unit member will be a family plan, or individual coverage. When the District employs both spouses, they will have the option of one family plan, or two individual plans.

2. The District reserves the right to change insurance plans; the impact of the change must be negotiated.

B. Insurance Protection

Any changes in Health Insurance benefits to current employees or retirees must be negotiated with the Delhi Educational Support Staff Association.

C. Dental Insurance

Employees are guaranteed a dental plan comparable to Blue Shield's Plan A Basic and Supplemental Basic, plus periodontics and prosthetics. A rider for orthodontics is included in the Family plan only. The District agrees to pay one hundred percent (100%) of the individual employee's cost, and effective January 1, 2003, ninety percent (90%) for family coverage, for a plan chosen by the District.

ARTICLE 17 – EMPLOYEE ASSISTANCE PROGRAM

- A. The School District shall offer at no cost to the employee, an Employee Assistance Program to its employees. Under this program, staff may call a toll free number (1-800-252-4555) when experiencing difficulties, conflicts or situations which may appear to be overwhelming to them. All calls are confidential, except calls relating to child abuse or harming a fellow employee. Client referral categories include, but are not limited to: alcohol and drug abuse, emotional problems, marital/relationships, financial, family or legal concerns. In dealing with complex cases, each employee is entitled to three (3) free sessions with a licensed psychologist per individual/per difficulty. Employee Services Incorporated would assist in setting up these sessions with locally affiliated personnel.

ARTICLE 18 – RETIREMENT

- A. Tier I and II employees hired prior to July 28, 1976 shall be provided with benefits under the New York State Employee Retirement System Career Plan, Section 75(I). Employees hired after July 27, 1976 shall be provided the pension plan in effect on the date of hire, such plan to include benefits under Section 41(J).
- B. Upon retirement, unused sick leave shall be applied toward additional service credit.
- C. Personnel with at least twelve (12) years of experience in the Delhi Central School District and have attained the age of fifty-five (55) or older, shall, upon retirement, be entitled to a lump sum retirement incentive of twenty-five percent (25%) of their final years salary.

It is understood to be eligible for this payment, the employee needs to provide proper notice. To such end, the following will apply:

1. For payment by August 31 of that school year, the employee must give notice of retirement by March 1.
2. For any retirement occurring other than at the end of the school year, notice must be given three (3) months in advance, except under extenuating circumstances.
3. Failure to provide notice as per the above will result in the District having up to six (6) months from date of notification of retirement within which to make the required payment.

ARTICLE 19 – DEDUCTION FROM SALARY

A. IRS – Section 125

The District shall provide, at no cost to the employee, an IRS-125 POP Plan starting with the school year 1995-1996. Starting in the school year 1996-1997 the District shall provide, at no cost to the employee, an IRS-125 Cafeteria Plan.

B. Dues Deduction

1. The Board shall provide through its payroll facilities a means of deducting the dues of the Association where requested by the individual employee.
2. The Board agrees to transmit a check for the total sum deducted to the Association within a period of twenty (20) days following such deductions.
3. Dues deductions shall be made in equal installments over the last twenty (20) pay periods of the school year.
4. The employee's authorization for dues deduction shall be in writing, on the following form of authorization:

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

Social Security Number _____
Last Name _____
District Name _____
Association _____

To the Board of Education:

I hereby authorize you according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to said Association, dues as certified by said Association. I hereby waive all right and claim to said moneys so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing.

Member Signature _____

Date _____

ARTICLE 20 – MISCELLANEOUS PROVISIONS

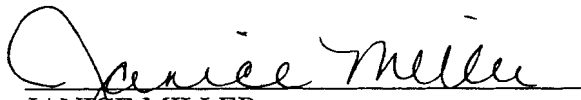
- A. The employer and the Association realize they have a responsibility to promote and provide equal opportunities for employment and, as such, it shall be the positive and continuing policy of the employer and the Association to assure an equal opportunity in employment regardless of race, creed, color, religion, sex, national origin, or marital status.
- B. If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state, or local law; or if adherence to or enforcement of any Article or part thereof should be restrained by a Court of Law, the remaining Articles of the Agreement or any addition thereto shall not be affected.
- C. Any individual contract between the Board and an individual employee, heretofore or hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE 21 – DURATION OF AGREEMENT

- A. The parties agree that all negotiable items have been presented at the table and have been discussed during the negotiations leading to this Agreement. The parties, therefore, agree negotiations will not be reopened on any item, whether or not contained herein, during the term of this Agreement, unless by mutual consent.

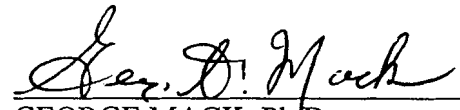
- B. The provisions of this Agreement shall be effective as of July 1, 2005 and shall remain in full force and effect until June 30, 2009. This Agreement shall not be extended orally, but shall remain in full force and effect until a successor Agreement is negotiated between the parties and agreed to in writing.

FOR THE ASSOCIATION



JANICE MILLER
President
Delhi Educational Support Staff Association

FOR THE DISTRICT



GEORGE MACK, Ph.D.
Interim Superintendent of Schools
Delhi Central School District

12-1-05
Date

12-1-05
Date

APPENDIX A

A. Minimum entry level salaries for the duration of this Agreement shall be based upon the following hourly rates:

Aides and Monitors	Eight dollars (\$8.00)
Library Clerk	Eight dollars and twenty-five cents (\$8.25)
Clerk	Eight dollars and twenty-five cents (\$8.25)
Typist	Eight dollars and fifty cents (\$8.50)
Attendance Officer/District Registrar	Twelve dollars and fifty cents (\$12.50)
Secretary	Twelve dollars and fifty cents (\$12.50)
Licensed Practical Nurse	Thirteen dollars and forty cents (\$13.40)
Computer Technician	Thirteen dollars and sixty cents (\$13.60)
Licensed Teaching Assistant	Fifteen dollars and sixty-eight cents (\$15.68)
Registered Nurse	Sixteen dollars and thirty cents (\$16.30)

B. Current employees shall receive total salary increases as follows:

For the 2005-2006 school year, increases will be determined by increasing the 2004-2005 hourly rate to the Appendix A minimum for the title, or four percent (4%) whichever is greater, plus a years of service differential as per the following:

<u>Years of Service</u>	<u>Differential</u>
0 – 5	0%
6 – 10	.25%
11 – 15	.50%
16+	.75%

For the [redacted] school year, increases will be determined by increasing the 2005-2006 hourly rate by four percent [redacted].

For the 2007-2008 school year, increases will be determined by increasing the 2006-2007 hourly rate by four percent (4%).

For the 2008-2009 school year, increases will be determined by increasing the 2007-2008 hourly rate by four percent (4%).

- C. Twelve (12) month employees shall receive a salary equal to hours and days worked in accordance with Article 8, Section B, one thousand nine hundred twenty-two (1,922) hours times the hourly rate.
- D. Ten (10) month employees shall receive a salary equal to hours and days worked in accordance with Article 8, Section B, one thousand two hundred eighty (1,280) hours and thirty (30) minutes times the hourly rate.
- E. Aides assigned to work one-on-one with individual students shall receive an additional one dollar (\$1.00) per hour added to their salary.

APPENDIX B

- A. Twelve (12) month employees shall be paid for the fifteen (15) holidays in the District Holiday Schedule, and ten (10) month employees shall be paid for the following ten (10) holidays:

Columbus Day
Veterans Day
Thanksgiving (2 days)
Christmas Day
New Years Day
Martin Luther King, Jr. Birthday
Presidents' Day
Good Friday
Memorial Day

Add floating holiday for twelve (12) month employees during 1992 (leap year) and all other leap years. This floating holiday must be taken between the opening day of school and June 30 of each year.

ATTACHMENT A – GRIEVANCE FORM

DELHI EDUCATIONAL SUPPORT STAFF ASSOCIATION – GRIEVANCE FORM

Aggrieved Party _____

Date first knowledge action occurred _____

Article, section and sentence of the contract violated _____

Details on how the contract was violated _____

Statement of grievance _____

Redress Sought _____

Date of Informal _____
Date of Formal _____

Disposition _____
Disposition _____
Date of Response (Attached) _____

Appealed on _____
Appealed on _____
Appealed on _____

Date of Level II _____
Date of Level III _____
Date of Level IV _____

Disposition _____
Disposition _____
Disposition _____

When a grievance is appealed beyond the Formal Stage, then the reasons the decision was not acceptable will be set forth in writing and attached to this paper.

ATTACHMENT B – EVALUATION FORM

DELAWARE ACADEMY SUPPORT STAFF EVALUATION

Name _____ Evaluation Period from _____ to _____

Position Classification _____ Assignment _____

WORK PERFORMANCE RATINGS

Satisfactory _____ Unsatisfactory _____

5 Well Above Average (Outstanding in the group)	4 Somewhat Above Average	3 Average	2 Somewhat Below Average	1 Well Below Average	0 Unacceptable Work
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WORK PERFORMANCE FACTORS

Performance Factors Explanation Satisfactory Unsatisfactory
 NOTE: RATE ONLY THOSE FACTORS WHICH APPLY TO POSITION BEING APPRAISED.

		5	4	3	2	1	0
1) Quality of Work	Accuracy; thoroughness; completed work shows care and good judgment in its preparation.						
2) Quantity of Work	Meets schedules; amount of work accomplished.						
3) Work Habits	Attendance; dependability; receptive to supervision; willing worker; follows procedures.						
4) Job Attitude	Interest; enthusiasm; willingness to accept responsibility; cooperates with staff.						
5) Job Knowledge	Understanding of principles, methods or processes; comprehends easily.						
6) Ability to Learn	Learns and retains new ideas and methods; uses initiative; reaches sound and logical conclusions.						
7) Relationships	Tactful in dealing with students, staff and public. Ability to communicate with others; accepts criticism.						

COMMENTS:

The appraisal form must be signed by both parties. Please note that the employee's signature only signifies that the form has been read. The employee shall have the right to submit written comments and attach them to the file copy of this appraisal. The appraiser is required to discuss the completed appraisal during a personal conference with the employee.

Signature of Appraiser

Position

Date

Signature of Employee

Position

Date