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Title: **Westmoreland Central School District and Westmoreland Non-Instructional Employees Service Organization, AFT, AFL-CIO (2005)**

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Union: **Westmoreland Non-Instructional Employees Service Organization, AFT, AFL-CIO**

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GEN / 6512

AGREEMENT

between

SUPERINTENDENT

and

**WESTMORELAND NON-INSTRUCTIONAL EMPLOYEES
SERVICE ORGANIZATION, AMERICAN FEDERATION
OF TEACHERS AFL-CIO**

Westmoreland Central School District
Westmoreland, New York
July 1, 2005 - June 30, 2008

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

82

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ARTICLE I

GENERAL

1. This agreement is negotiated under Article 14 of the State Civil Service Law in order to fix for its term the salaries and other conditions of employment provided herein and to encourage and abet effective and harmonious working relationships between the Superintendent and the Non-Instructional Service Organization, New York State United Teachers AFL-CIO.

2. The Superintendent and the Service Organization accept the provisions of this Agreement as commitments that they will cooperatively and in good faith honor, support, and seek to fulfill. 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 FUND THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

3. Upon approval by the Board of Education of those provisions requiring legislative action, any adopted policies, rules, or regulations or sections of any adopted policies, rules or regulations of the Board that are in conflict with a provision or provisions of this Agreement shall be superseded and replaced by the contents of this agreement that conflict with the adopted policies, rules, or regulations of the Board. Nothing in this Agreement that changes preexisting Board policies, rules and regulations shall operate retroactively unless expressly so stated.

4. There shall be no reprisals taken against any full or part-time employee of the Westmoreland Central School District, or shall be dismissed, reduced in compensation or rank, have their job abolished or eliminated, or in any way be adversely affected by actions of the School Board, its agents, representative, or any one acting in its behalf as a result of said employee participation in organizational activities. It is further agreed that neither the Union nor any member thereof shall take any act of reprisal or otherwise harass or discriminate against any full or part-time employee because of said employees' nonparticipation in said Union job action or activities. It is understood that any act or reprisal taken shall be cause for dismissal after one written warning. Nothing herein contained shall be construed as preventing the District from effecting required adjustments in School District Operation.

5. During the term of the Agreement and thereafter, the District shall have the right to subcontract its cafeteria operation to an independent vending company to be selected by the Board of Education.

6. In the event of a merger or centralization of the District during the term of the Agreement, the District will require, to the extent of its legal ability, the seniority lists of the merging or centralizing districts be meshed by job classification for purposes of layoff, promotion, etc.

7. In the event that the District cannot hire anyone to work regularly as a Bus Washer, the District shall have the right to subcontract such work provided the cost of the subcontracted service is not greater than the cost if the work were done by a District employee. If the cost of subcontracting is greater, the District shall increase the rate to be paid to an employee to a rate equivalent to the subcontracted cost and re-advertise the position, for no more than five (5) days to see if the position can be filled internally. If there are still no candidates, the District may then subcontract. If the work is subcontracted, there shall be no obligation on the part of the District to hire an employee unless there is a change in the vendor or rate for the subcontract, at which time the District shall again seek employees under the conditions outlined herein.

ARTICLE II

DURATION OF AGREEMENT

1. The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and therefore agree that negotiations, except as expressly agreed upon, will not be reopened on any item, whether contained herein or not, during the life of this Agreement, which shall be from *July 1, 2005 to June 30, 2008*.
2. Upon the request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be sent not more than 15 days following such request. At the first meeting, the party initiating the request for negotiations shall submit, in writing, all issues upon which it wishes to negotiate. All additional issues upon which the other party wishes to negotiate shall be submitted in writing no later than the second meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed to by the parties. All provisions of this paragraph shall conform to the negotiating agreement between the Superintendent of the **Westmoreland Central School** and the **Non-Instructional Employees Service Organization**.
3. Upon completion of negotiations that modify an existing agreement, no provisions of a new agreement shall become effective until July 1st of the new school year, and all provisions of the existing agreement shall remain effective until the modified agreement becomes effective.

ARTICLE III

SALARY

1. Any employee working more than 40 Hours in any week, including holidays in the calculation, will be paid 1 and 1/2 time their normal hourly rate for all work performed over forty (40) hours in any work week.
2. Teacher Aides will be guaranteed two (2) hours show up time except for days when classes are on half-day session.
3. Experience credit increments shall be payable as follows:
 - a. All employees hired on or before June 30, 1987 shall receive an experience credit increment, if otherwise eligible, effective July 1, 1987.
 - b. Employees hired after July 1, 1987 shall be eligible for experience credit increments as follows:
 - (1) Employees shall receive the six (6) months experience credit increment after six months of actual service.
 - (2) For experience credit increments after the six (6) month increment, employees hired prior to March 15th shall receive the experience credit increment, if otherwise eligible, on the first July 1st subsequent to his/her date of hiring.
 - (3) For the experience credit increments after the six (6) month increment, employees hired after March 15th, but before July 1st shall receive the experience credit increment, if otherwise eligible, on the second July 1st subsequent to his/her date of hiring.

ARTICLE IV

WORKING HOURS

1. Clerical - 12 month:

Earnings are based on actual hours worked. The work day shall be eight (8) hour per day. The hours may be extended (at time and one half for the additional hours of work) by the District when necessary. (This clause shall take effect January 1, 1993.)

2. Clerical/Aides - 10 month - part time.

Earning are based upon actual hours worked. Holidays, vacations, sick leave, and personal leave are paid at the same hours per day as in the current work week in which they fall.

3. Operations, Maintenance and Transportation.

Hours of work shall be established by the district and included on any posting whenever a position becomes vacant. Further, when school is not in session employees working on a second or a third shift may be scheduled to work days. In the event that the District determines that a change of work schedules is necessary, and such change in schedule results in a change in starting time for any position of more than one hour from the previous starting time, such revised position will be open for bid among all employees.

No employee hired prior to June 30, 1996 may be required to work a Saturday or Sunday as part of his/her regular (up to 40 hour) work schedule. Any employee hired to work on a Saturday or a Sunday as part of his/her regular work schedule shall not be assigned to building checks or snow plowing which shall continue to be, when assigned, overtime work available to workers scheduled on Monday to Friday work schedules..

4. School Nurse.

School District Nurses may opt to take a paid lunch or unpaid duty free lunch period.

School Nurses taking a paid lunch in some location other than their office, in the building in which they are assigned, would attach a note to their office door identifying the building location and or phone number at which they can be found in case of a medical need.

School Nurses that elect to have a duty free lunch for the school year will inform the Building Principal at the beginning of the school year to ensure nursing coverage is provided during their absence. School Nurses that elect to have an **occasional duty free lunch** will notify the Building Principal and arrange for nursing coverage by another district Nurse, prior to taking the requested duty free lunch. If at some point during the year a Nurse(s) **need** to change their lunch option from Paid to Duty free they may do so after discussions with the building Principal to set a date for the lunch change.

The Nurses lunchtime will be determined by the availability of the other Nurses in the District. Every effort will be made to provide a consistent duty free lunchtime.

ARTICLE V

TRANSPORTATION

A

1. Regular bus drivers driving vehicles classified by the State Education Department as school buses and driving daily scheduled trips, kindergarten trips, feeder routes, special class trips or parochial trips inside or outside the school district, shall be paid on a trip basis. Determinations as to the number of trips a driver shall be paid for will be based on one scheduled trip equal to one hour time which will include, but not be limited to, the following: bus inspection, driving time, waiting time while on the trip, gassing, clean-up and completion of all required written reports. All trips will be paid in 15-minute block, the trip rate will be prorated to the nearest 15-minute interval.

2. (a) Regular bus drivers driving co-curricular trips shall be paid their regular trip rate for actual driving time and any other time which students are actually on the school bus and the driver is responsible for the students. They will be paid 85% of his/her actual rate for any other non-driving or layover time.

(b) If an employee is assigned to supervise students during non-driving periods, such employee shall be paid at his/her regular hourly driving rate.

3. All bus drivers may attend and will receive their normal hourly rate for attendance at State mandated training courses, any other course that has received prior approval of the District, and any staff meeting scheduled by the Transportation Supervisor.

4. Regular bus drivers who substitute for regularly scheduled daily trips shall be paid their regular trip rate.

5. Upon submission of proof of payment, the District shall reimburse all regular drivers with three (3) or more years of District service, and all occasional Bus Driver, *i.e.*, regular District employees whose primary job with the District is in a non Bus Driver position, for the cost of the Commercial Drivers License.

B Extra Driving - Transportation Department

Extra Driving shall be assigned using the following procedure:

1. A voluntary seniority extra driving roster will be established using drivers who indicate in writing by September 15, their desire to be considered for voluntary extra driving assignments.

2. A new driver must complete one year service as a Regular Driver before he/she will be eligible to be placed on the voluntary roster. They will notify the transportation supervisor in writing within five (5) days after their one year anniversary date if they wish to be placed on the extra driving roster.

Voluntary extra driving roster (this roster will be used whenever extra driving assignments are necessary.)

3. All garage staff, full time and part time drivers actually employed by the District, who have submitted written requests, shall be listed in order of their seniority with the name of the most senior person appearing at the top of the list.

4. When extra driving is necessary, this roster will be canvassed from top to bottom until the required number of drivers volunteer to accept assignment for that occasion.

5. When a driver opts to take his/her regular run rather than an extra driving assignment, his/her name shall be placed at the bottom of the extra driving roster.

6. Whenever a driver works a voluntary driving assignment from this roster, or refuses an assignment, or is not available, his/her name shall be placed at the bottom of the roster.

OFFICE STAFF

C.

1. Effective 9/1/2000 the District has the right to hire office staff at 10, 11, or 12 months.

a) 10 month employees are required to work when students are in attendance.

b) 11 months employees are required to work when the Business Office is open. The 11 month employee will have the four additional days off that the twelve month employees receive with pay (as designated by the WNESO unit and the Superintendent) as their vacation days.

ARTICLE VI

OVERTIME

After the Department Supervisor has canvassed employees within a department and no unit member within that department has volunteered for overtime, the District may employ substitutes.

WORKING HOURS

If an aide or **Teaching Assistant** is called in early or asked to stay late, and, if there is an interruption of the hours that the employee is expected to work the employee will be paid straight through.

Example: An employee is scheduled to work from 10:30 AM to 2:30 PM. The employee is asked to come in between 8:00 AM to 9:00 AM the employee will also be paid for the time between 9:00 AM to 10:30 AM.

ARTICLE VII

LAY OFFS NON-COMPETITIVE

If qualified, anyone whose position is abolished or reduced may bump into any non-competitive position filled by a person with less seniority.

Recall Non-Competitive

If laid off due to abolition or reduction of position, the most senior employee will be given preference for rehire for a twenty-four (24) month period following date of lay-off if a vacancy occurs in the position formerly held.

ARTICLE VIII

SENIORITY

Seniority for employees shall accrue as of the employee's date of employment. In cases where date of employment is the same, the date of appointment shall be determinate.

Where date of employment and appointment are the same, the Board of Education shall make the final determination.

ARTICLE IX

FRINGE BENEFITS

1. **New York State Retirement.**

The Westmoreland Board of Education shall provide New York State Employees' Retirement Plan 75 E retroactive to 1938. Commencing with the 1983-84 school year, New York State Employees' Retirement Plan 75 I with Option will be provided.

2. **Paid Holidays.**

Employees hired and scheduled to work ^{At least} ~~nine hundred (900)~~ *5 Hours Per Day* or more during the school year shall receive time off with pay for the following ~~thirteen (13) holidays~~ *and 12 month Employees* [~~eleven (11) holidays if ten (10) month employees~~]:

Start Text Elsewhere *Month employee will Earn 11 Holidays*

- Independence Day 12 month Employees Only
- Labor Day 12 month Employees Only
- Columbus Day
- Veterans' Day
- Thanksgiving Day & Day following
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Washington or Lincoln's or President's Birthday
- Good Friday
- Memorial Day
- Floating Holiday

Hours
724 - Bus Driver
1086 - 10 month
6 Hr Empl
10 + 11
month
employee

The Floating holiday shall be selected at the beginning of the year through mutual agreement between the

Superintendent and the Organization President.

Employees scheduled to work less than nine hundred (900) hours during the school year shall receive time off with pay for the following four (4) holidays:

- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Day

If Lincoln's birthday is observed as a paid holiday, non-instructional employees will receive time off on the same day school is closed according to the school calendar.

To receive holiday pay the employee must work the last regularly scheduled work day before and the first day after the holiday or receive the approval of the Superintendent or his/her designee for the absence. Employees on vacation or other legal absences covered by the contract are not required to work the last regularly scheduled work day before and the first day after a holiday in order to be eligible for the holiday pay.

3. Vacations.

The vacation year shall extend from July 1 to June 30 of the following year.

a. An employee shall earn annual vacation allowance with pay based upon the length of his continuous active service with the school system and must be a twelve month employee who has completed one (1) full year of service.

b. The following vacation schedule will apply during the term of this agreement:

<u>Years of Service</u>	<u>Amount of Paid Vacation</u>
1 to and including 7	2 weeks
8 to and including 16	3 weeks
17 or more	4 weeks

c. Vacations may be scheduled between July 1 and June 30 of the school year. No more than one employee from a department may be on vacation at any one time between September 1 and June 30 when school is in session. Vacation schedules for each department will be arranged by the department supervisor. In the preparation of this schedule, preference will be given to employees based upon their length of continuous active service (seniority) with the school system. Holidays are not included in calculating the time allowed for vacation. Intervening holidays will not be counted as vacation time.

d. If not taken within the school year, **the employee, upon written notice, elect to carry up to five (5) unused vacation days into the next school year** or may elect to transfer 50% of the unused vacation days to the employee's sick leave accumulation. At the termination of school employment, employees will receive compensation for unused vacation during the vacation year in which his employment is terminated. Vacation is accrued at the rate of 8.33% for each full month starting July 1 of the vacation year.

e. All twelve month employees hired after June 30 of any July 1- June 30 school fiscal year shall

earn paid vacation days on July 1st that immediately follows the date of employment. For each full month of employment, the schedule below will be followed. Thereafter, the fiscal year schedule will apply.

1 month	-	1 day	7 months	-	6 days
2 months	-	1.5 days	8 months	-	7 days
3 months	-	2.5 days	9 months	-	7.5 days
4 months	-	3 days	10 months	-	8 days
5 months	-	4 days	11 months	-	9 days
6 months	-	5 days			

f. In event a ten month or an eleven month employee transfers to a twelve month position and such an employee has been with the school district for more than one year, such employee shall be credited, regardless of the number of years of actual service, with one year of service for vacation purposes and shall be entitled, within that first year of service, to two (2) weeks of vacation in accordance with Article IX, Section 3.B.

g. Twelve month employees shall receive four (4) additional days off, with pay, for designated vacation period, *i.e.*, Christmas, Winter, Easter or summer, at the discretion of the District. The vacation period may differ for different classes of employees.

If a twelve month employee is required to work part of a day during this period, that employee will be paid at time and one half (such as for security, grounds, emergency staff, or school sponsored events) in the same manner as snow days are paid in accordance with Article XI, Section B.

The District shall first seek volunteers to be available for service during the designated holiday period, if no employee volunteers, the District shall then designate the employee who shall be assigned such responsibility, with the least senior employee who did not provide the service the prior year being so assigned.

If twelve month employees are required to work for the full period, he/she will be granted the designated break at a later time period. The time period - Christmas, Winter, Easter or summer will be at the discretion of the District.

4. Union Leave.

Employees will be granted time off with pay for job related administrative hearings, and job related Court hearings where the member's attendance is required; and no more than three (3) unit members shall be absent at any one time.

5. Sick Leave.

Sick Leave with pay shall be granted for personal illness, disability, or illness in the employee's immediate family in accordance with the following provisions (immediate family defined as spouse, child or parent).

a. Sick Leave Credit is earned by all employees at the rate of one (1) day each month of service with an unlimited accumulation. For employees with twelve (12) or more years of service, two (2) additional sick leave days will be credited at the beginning of each fiscal year.

b. When sick leave absence is required, the employee shall inform the department supervisor, or other District representative, at least one-half hour before his/her regular starting time. In positions requiring replacement, the time for reporting absence shall be left to the discretion of the department supervisor or building principal.

- c. In case of failure to report within the stated time limit, unless for reasons satisfactory to the department supervisor, the absence shall be considered as time off without pay.
- d. In case of transfer within the school system accumulated sick leave shall be transferred with the employee, and he/she shall receive credit in the department to which he/she is transferred.
- e. In case of emergency, an employee will be granted time off with pay for medical or dental visits.
- f. Upon retirement under the guidelines of the Employee Retirement System an employee with 12 or more years of District service shall receive full pay for 70% of up to 200 of the employee's unused accumulated sick days provided the employee notifies the Superintendent in writing, at least 90 days prior to actual retirement. For employees with less than 12 years of District service, the 70% reimbursement shall be reduced to 50%. The Superintendent, at his/her discretion, may waive the 90 day notification.

In the event that an employee dies while in the service of the District, his/her estate shall be paid for unused sick days in accordance with formula set forth above as if he/she retired on the date of death.

- g. Department supervisors shall maintain a record of attendance and sick leave granted for each employee under his/her supervision. These records will be submitted to the business manager each pay period.
- h. Medical Certificates supporting requests for sick leave shall be filed in the office of the business manager if requested.
- i. The school district and the unit agree to a Sick Leave Bank. The criteria is agreed to by the Superintendent and the union representative and is attached as addendum #1 to this contract.

6. **Leave of Absence for Child Rearing or Child Bearing:**

a. Full time employees shall be entitled to an unpaid leave of absence for child bearing and/or child rearing purposes in accordance with one of the following options:

(1) An employee may request and shall be granted an unpaid leave for child rearing. Such leave shall commence:

- (a) Within thirty (30) days after the birth of child; OR
- (b) Within thirty (30) days of the date of the adoption of a child OR

(c) Immediately following the period of actual disability as determined by the employee's physician. It is understood that the employee may use accumulated sick leave for the period of actual disability, but may not use accumulated sick leave for any period beyond the period of actual disability.

(2) An employee may request and shall be granted child bearing leave. If the period requested exceeds the period of actual disability, such leave shall be without pay; if such request covers only the period of actual disability, accumulated sick leave may be used to continue pay for such period. If there is insufficient sick leave accumulated to cover the entire period of disability, the remainder of the period shall be without pay.

(3) The total unpaid leave granted pursuant to 1. and 2. above shall not exceed one (1) calendar year; subject to a request to extend such leave for up to one (1) additional calendar year, which shall be granted upon request.

(4) All request for unpaid leave for child rearing and/or child bearing must be made in writing to the Superintendent at least thirty (30) calendar days prior to the date the leave is to commence except in case of adoption, where the employee is required to give as much notice as possible.

(5) The employee may request to return to the employ of the District prior to the end of the unpaid leave upon a forty-five school day submission of a written notification. The request for return prior to the end of the leave shall be at the discretion of the Superintendent.

(6) No later than sixty (60) calendar days prior to the expiration of the leave, the District shall send a letter to the employee regarding the employee's intention to return at the end of the expiration of the leave. The employee shall, within ten (10) days of receipt of such letter, return to the District a written confirmation regarding his/her intent. Failure to respond would be deemed by the District an intent not to return upon expiration of the leave.

b. **Conditions for Leave:**

(1) All requests for an Unpaid Leave for Child Rearing or Child Bearing must be made in writing to the Superintendent at least thirty (30) calendar days prior to the date the leave is to commence except in the case of adoption, where the employee is required to give as much notice as possible.

(2) An unpaid leave for Child Bearing or Child Rearing may be requested for up to a maximum of two (2) calendar years. The employee may request to return to the employ of the District prior to the end of the unpaid leave upon forty-five (45) school day submission of written notification. The request for return prior to the end of the leave shall be at the discretion of the Superintendent.

7. **Personal Leave.**

Employees scheduled to work nine hundred (900) hours during the school year and regular scheduled bus drivers, regardless of hours worked, shall be allowed personal leave without loss of pay for a maximum of **One (1) School Day** annually, non-cumulative from year to year, for such considerations as marriages, illness in the family, funerals, banking, legal business, religious holidays, graduation of children, taking children to and from college, or emergency situations not covered previously by this section.

Additionally, employees shall be allowed personal leave without loss of pay for a maximum of **Two (2) School Days** annually, non-cumulative from year to year for personal business, with no other explanation required. Requests for personal leave shall be submitted in writing to the business manager through the department supervisor for approval at least two (2) working days in advance and arrangements made with the department supervisor for substitute coverage. In case of an emergency, the employee is to notify the department supervisor as soon as possible and approval for the personal absence shall be requested in writing upon the employee's return to school.

B. Personal days may not be used to extend holidays or vacation time.

C. At the end of each school year, unused personal leave shall be accumulated as sick leave.

8. **Bereavement Leave.**

Leaves of absence with pay may be granted to all employees for a period not to exceed three (3) working days because of a death in the employee's immediate family (immediate family defined as spouse, parent, spouse's parents, grandparents or spouse's grandparents, child, brother, sister, spouse's brother, spouse's sister, legal guardian or foster parent, or a close relative who is an actual member of the employee's household).

9. **Civil Service Exams.**

Employees scheduled to work one thousand (1000) hours or more during the school year shall be allowed time off with pay to take promotional and school related open competitive Civil Service Examinations.

10. **Jury Duty.**

Any employee who serves on jury duty shall be excused from his regular employment with pay during his required attendance in court.

11. **Unpaid Leave.**

The Board of Education shall have absolute authority to grant or deny a one year leave of absence.

12. **Health Insurance.**

A. The district guarantees to provide health insurance to the employees covered by this Agreement at the level of benefits provided by the Madison-Oneida-Herkimer Health Consortium effective February 1, 1985. A copy of the Madison-Oneida-Herkimer Health Consortium Plan benefit book is available for review in the office of the Superintendent.

1. All new employees, effective 7-1-2000, must take the PPO plan (at the level of benefits in effect as of 7/1/00 as offered through the Madison Oneida BOCES for a period of five years. At the end of the five year period, if the employee, the previous year earned as much as the school district share of the premium of the upcoming year, the employee has the option of transferring coverage to the traditional plan. Once an employee qualifies for the traditional plan via salary they may not be required to transfer back to the PPO plan if their salary is reduced. The employee must meet all qualifying requirements for health benefits, and/or union representative may approach the administration to allow a particular person at a particular time to keep the coverage at an arranged pro rata share.

2. **Beginning July 1, 2005, in the event a Husband and Wife are employees of the District and both choose to have health insurance then only one family plan can be held by the employee couple. One spouse is eligible to hold family coverage and the other may hold individual coverage. If the couple is legally separated then both parties may have family plan coverage.**

3. The District shall pay on or about June 30, each year, the sum of \$500. for any employee who elects to “opt out” of the health insurance **and Dental Insurance Programs** for the full school year. Any employee who “opts out” for less than the full school year shall have this payment pro rated based on the time he or she ops out of the plan. Any employee who has elected to opt out from coverage may rejoin the program immediately, without being subjected to any pre-existing conditions, exclusions, upon any of the following events:

1. Death of covered spouse.
2. Divorce: or
3. Loss of Spouse’s coverage for any other reason

In the event that the employee elects to rejoin the program at any other time, such employee will be limited to rejoining during the window period set forth for the Plan.

Under no circumstances will an employee who has opted out from the **Health and Dental programs** under the provisions of this section suffer any loss of health insurance coverage upon re-entry into the health insurance program.

Nothing contained herein shall preclude the employee who has elected to “opt out” of the program rejoin the health insurance program and carry such health insurance benefits into retirement the same as if such employee had maintained active status in the health insurance program for the period in which he or she elected to opt out from coverage.

B. Claim confidentiality, conversion rights and employee grievance procedures regarding benefits payable or coverage provided shall be as set forth in the health insurance carriers plan documents, or, if the provider be the Madison-Oneida-Herkimer Health Consortium as set forth on such documents as the Plan has adopted in February, 1985 copies of which are available for review in the office of the Superintendent.

In the event that the District has elected to provide the coverage through the Madison-Oneida-Herkimer Health Consortium, with respect to the grievance procedure, in the event that the State Insurance Department shall not agree to act as final arbitrator, an impartial panel shall be chosen to expeditiously resolve any open complaint. The panel shall be composed of three (3) persons; one chosen by the District, one chosen by the Association and a third chosen by the two selected panelists. Distribution of costs shall be a part of the award; provided, however, the prevailing party shall bear no cost for the proceeding.

C. 1. For employees regularly scheduled to work seven hundred twenty (720) hours or more during the term of this Agreement, the District shall pay 95% of the individual premium for employees and current retirees enrolled in the health insurance program and 80% of the dependents premium, if applicable.

2. Part time employees scheduled to work at least 720 hours per school year will be eligible for the foregoing District payments. Employees working less than 720 hours per year may join the health insurance plan at their own expense, provided the plan’s regulations permit such.

a. **Employees hired after July 1, 2005 scheduled to work less than six (6) hours per day are eligible for individual health Insurance in accordance with the in accordance with the Payment schedule identified in #3 C,1. If the employee wishes family coverage the employee is responsible for 100% of the premium difference between the individual and family coverage. In the event the District adds more hours to the employees schedule the employee will be eligible for family coverage at the contractually agreed upon percentages once the six (6) hour requirement is met. In the event the District reduces hours family coverage not be taken away. In the event the employee chooses to reduce hours below the six (6) hour requirement**

then family coverage is eliminated unless paid 100% of the difference between the individual and family plan.

b. **Prescription Co-Pay** – Effective July 1, 2004 employee payment for will be the following: 2004-2005 \$0.50 Generic/\$1.00 Brand and \$0.00 Mail order. 2005-2006 – \$2.50 Generic/ \$5.00 Brand and \$2.50/\$5.00 mail order for a 90 day supply. 2006-2007 and 2007-2008 - \$5.00 Generic/\$10.00 Brand and \$0/\$10.00 Mail order for a 90 day supply.

3. a. The District shall continue payment of the same proportion of health insurance premiums for retirees provided such employee has at least twenty (20)¹ years of service in the District.

b. New employees who are either receiving retiree health insurance benefits from plans to which they were members as a result of prior employment or who are eligible for such benefits, shall be ineligible for membership in the District plan.

c. Any employee or retiree desiring to grieve an alleged failure to provide the level of benefits required under Paragraph A hereof, through the arbitration step as provided in the Grievance Procedure set forth in Article XI, must first exhaust the Plan's administrative remedies available under the Plan's Grievance Procedure as outlined in Paragraph 12.B above.

d. The District may change the specified health insurance carrier during the term of this Agreement or it may self insure, provided it maintains the level of benefits required under Paragraph A. hereof.

e. In the event that the District, through negotiations with the Westmoreland Teachers Association (WTA) and the administrators (including the Superintendent) and supervisors in the Westmoreland Central School District, decrease the District's premium contribution for individual coverage to less than 100% , then the District's premium contribution for individual coverage for members of this bargaining unit shall be changed, on the effective date as agreed upon with the later of the two groups named herein, to the same rate as is applicable to the members of the WTA, but no event less than 90% of the premium contribution for individual coverage.

f. **If the WTA considers new dental and medical insurance plans, WNIESO will have the option of adopting new plans.**

4 The District shall continue to pay, in full, all Medicare contributions for employees who have retired, or will retire, on or before June 30, 1997. For any employee retiring on or after July 1, 1997 the District shall pay up to \$50 per month plus 50% of any monthly premium in excess of \$50 for each retiree and his/her spouse; the remaining 50% in excess of \$50 shall be borne by the retiree.

a. **Prior to January of 2006 the District and WNIESO will review and discuss the potential impact of the Medicare Part D legislation to negotiate benefit revisions if necessary.**

13. **Dental Insurance.**

a. The Board of Education will pay up to \$7.15 per month of the cost of dental coverage in the Madison-Oneida-Herkimer Consortium Dental Plan with Enhancement "B" for employees who are eligible for membership in the health insurance program.

¹ Any employee employed as of July 1, 1996 who, upon retirement in accordance with the rules of the New York State Employees Retirement System or the Teachers Retirement System, has more than fifteen (15) years of service with the District, but less than twenty (20) years of service with the District, shall be eligible for District Payment of health insurance premiums in accordance with the rates of contribution set forth in the New York State Teachers retirement system, and the New York State Teachers retirement system, has more than fifteen (15) years of service with the District, but less than Twenty (20) years of service with the District, shall be eligible for District Payment of health insurance premiums in accordance the rates of contribution set forth.

b. Retirees are eligible for such dental insurance, if any, as may be furnished under the basic health insurance plan (paragraph 12). In the event that a separate identifiable premium is charged for such basic dental plan, Retirees will be notified and dropped from basic dental coverage unless they elect to pay the premium therefor. A

retiree may also elect to participate in the "enhanced" dental program, but the employee shall be required to pay the additional premium costs for such coverage for individual and dependent coverage if so elected.

c. Employees may subscribe to dependent coverage by paying the full cost of such coverage through payroll deductions.

14. **Workers Compensation.**

If an employee is injured on the job, such employee shall be entitled to the full benefits accorded by the Worker's Compensation Law. In addition, for the first ten (10) days of the job related disability, the employee shall receive full salary payment, but shall be charged at the rate of 1/4 day of sick leave for each day of compensation, such leave to be drawn from the employee's individual accumulation. In the event that the employee does not have sufficient sick leave accumulated for full payment for all or any portion of such absence, the employee shall receive only the Worker's Compensation payment.

If the injury results in the employee being absent from work for 10 or more consecutive work days, the employee will then receive full pay, with no charge being made to the employee's accumulated sick leave. If the absence attributable to the same injury extends for more than **180 days**, the employee shall be eligible only for the benefits provided pursuant to the provisions of the Workers Compensation Law.

The District shall be reimbursed to the extent of the Workers Compensation Award, for lost wages and expenses paid for by the District on behalf of the employee.

15. **Payroll Deductions.**

When specifically requested by an employee, and on forms provided by the Board of Education, Tax Sheltered Annuities, NYSUT Benefit Trust and Credit Union Payroll Deductions shall be made providing business is conducted with any legitimate company. The District shall deduct from the salaries of bargaining unit members, who have authorized such deductions, dues for the Union and its affiliates in equal installments.

16. **Uniforms.**

All Mechanics and Senior Custodians shall be provided, at District Expense, clean uniforms each week. The District shall buy uniforms for Mechanics, Groundsmen, Building Mechanics, and Senior Custodians who choose to care and maintain the uniforms themselves.

The District shall provide school nurses with a lab coat each school year.

The District shall provide each Cleaner with smocks each year. The Cleaners shall be responsible for the care and maintenance of such smocks.

17. **IRS Section 125 Plan.**

Effective January 1, 1993, or as soon thereafter as possible, the District shall establish an IRS 125 Plan to be administered by a company selected jointly by the District and the Union. Such plan can be utilized for any salary reduction and expense permitted by law (up to an amount determined by the District annually by January 1, but in no event less than \$2,500) including, but not limited to payment of health insurance premiums, payments of unreimbursed medical claims and payment of dependent care expenses.

18. **Fingerprinting**

District will reimburse employee for fingerprinting expense after six (6) months of employment with the District. If the employee changes to a new position that requires fingerprinting then the employee will be reimbursed after six (6) months in the new position.

ARTICLE X

VACANCY NOTIFICATION

Vacant positions to be filled will be posed for five (5) working days. Employees wishing to apply must do so no later than five (5) work days after close of posting period. The actual hiring of personnel shall be governed by Civil Service Laws, State Education Laws and rules and policies of the Board of Education. During July and August the District will notify, in writing, employees of job opening provided the employee notifies the Business Office in writing prior to the end of school year that he/she desires to be notified and the employee has provided the District with the appropriate address for July and August.

For vacancies within the employee's department (transportation, custodial/maintenance, teacher aid, Teaching Assistant, or clerical), the seniority of the applicant will be given due consideration for the transfer or promotion, provided the employee meets all other minimum qualifications for the position.

In the event that an employee applies for another position in the District, either within or without the department in which the employee is currently serving, and is not selected for the position, such employee shall, upon written request, be provided the general reason(s), in writing from the department supervisor in which the vacancy existed, why the employee was not hired for the vacancy.

ARTICLE XI

SNOW DAYS

A. All employees shall receive his/her regular daily rate for the first **Four (4)** emergency closing days, even if such day (s) be an unused emergency day(s) added to a vacation recess in accordance with the provisions of the teacher contract, and nothing for any other emergency closing day(s) that school year.

B. In addition, employees designated by their supervisor to report to work on those snow days that are compensated by the District will be paid for the snow day plus time and one-half, or compensatory time at time and one-half, for those hours actually worked on the snow day.

EXAMPLE: An employee is designated to work on a paid snow day. That employee normally works eight (8) hours, but he/she comes to work and works for four (4) hours. (S)he will be paid as follows:

8 hours for the snow day
4 x 1.5 = 6 hours for time worked
14 hours total pay for the snow day and work

ARTICLE XII

GRIEVANCE PROCEDURE

A Grievance shall be defined as a dispute concerning the interpretation, application or claimed violation of the Article of this Agreement.

Grievant shall be an employee covered by this Agreement.

The grievant may not simultaneously pursue a remedy to the grievance in any other Forum.

If the Grievant does not appeal within the prescribed time limits, the grievance will automatically be withdrawn.

If the employer fails to adhere to the time limits at any given step, then the grievant may elect to proceed to the next step of the grievance procedure.

STEP I:

The grievance shall be presented in writing to the employee's immediate supervisor not more than ten (10) calendar days after the date on which the alleged grievance occurred. The immediate supervisor shall reply in writing, to the employee within five (5) working days.

STEP II:

In the event that the immediate supervisor's reply is unsatisfactory to the employee, a written appeal may be presented to the School Business Executive not more than five (5) calendar days after the date of the Step I decision. The School Business Executive will render a decision in writing within five (5) working days.

STEP III:

If the School Business Executive's decision is unsatisfactory to the grievant, a written appeal may be presented to the Superintendent within five (5) calendar days after the date of the Step II decision. The Superintendent may conduct a hearing if necessary to review the facts of the grievance. The Superintendent will render his/her decision within ten (10) working days after receipt of the appeal from Step II.

STEP IV:

If the grievance is not resolved at Step III, the grievant may appeal in writing to the Board of Education for a ruling on the grievance. This appeal must be made within five (5) calendar days after the decision of the

Superintendent. The Board of Education will conduct a hearing within twenty (20) working days after receiving the appeal request. The Board will render its decision within five (5) working days after the conclusion of the hearing.

STEP V:

If the decision of the Board of Education is not satisfactory to both the aggrieved party and the Union, the Union may request, in writing, within ten (10) school days after such a decision, that the grievance be submitted to arbitration. An arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association. A party shall have the right to select a second list. The arbitrator so selected shall confer with representatives of the Board and the Union and hold hearings promptly and will issue his/her decision as promptly as possible. The arbitrator's decision shall be in writing and will be final and binding upon the parties. The cost of the arbitrator shall be shared equally by both parties.

ARTICLE XIII

JUST CAUSE

A. After the first full year of employment, no employee shall be dismissed due to disciplinary reasons without just cause. After the third consecutive full year of employment, no employee shall be disciplined, dismissed, reprimanded, or reduced in rank or compensation without just cause. When an employee is called to a meeting for a disciplinary matter, the employee shall have the right to be accompanied by an Organization Representative.

B. In the event that the District is considering the possibility of bringing disciplinary charges against a member of this unit, and such employee is in a class in which he/she has the protections accorded by Section 75 of the Civil Service law, the District will notify such employee that he/she has the right to have such charges brought pursuant to the provisions of Section 75 of the Civil Service Law or pursuant to the provisions of this Article. The employee must notify the District, in writing, within three (3) working days of receipt of such notice which alternative is selected. The choice of one alternative will be deemed a complete and total waiver of any and all rights that might exist pursuant to the alternative not selected.

ARTICLE XIV

INSERVICE TRAINING

Bargaining unit members shall attend one In-Service training day, to be held in conjunction with a Superintendent's Conference Day, each year. The employee shall be paid his/her usual daily rate of pay for participating in the In-Service training. The program shall be developed by the District with the Association being encouraged, through its President, to suggest topics for inclusion in such program.

Teaching Assistants shall attend all in-service training days to be held in conjunction with Superintendents Conference Days each year as part of heir continuing education requirements for licensure.

ARTICLE XV

MISCELLANEOUS

The association shall receive one copy of the Board Policy Book and Amendments as they are updated. The Association will receive one copy of the official Board minutes.

Each regular employee shall receive a copy of the Agreement.

Personnel Files.

The employee shall have the right to review and attach comments to any item of a disciplinary nature that is ed to the employee's personnel file.

Promotion.

Any employee who is promoted within his/her department will receive no less than their current hourly rate.

Employees who are temporarily assigned to a higher paying job will receive the higher rate after thirty (30) days within the position.

ARTICLE XVI

REIMBURSEMENT MEDICAL EXAMINATION

When an employee is required to have a medical examination, the examination may be performed by the District's physician or the employee's own physician, except for a Bus Driver who must be examined by the District physician. The District shall reimburse the employee \$20 towards the cost of such physical when performed by his/her own physician. The District shall pay the cost of required X-rays. In the event that the District changes from its current physician, the Union shall have the opportunity to discuss with the District the name of the person to be appointed as District physician.

THIS AGREEMENT is made and entered into on this 3rd day of December, 2004, by and between the Superintendent of the Westmoreland Central School District and the Westmoreland Non-Instructional Service Employees' Organization-American Federation of Teachers AFL-CIO for the period from July 1, 2005 to June 30, 2008 as provided in Article II, Paragraph I above.

WFL
5/11
5/11

WESTMORELAND CENTRAL SCHOOL DISTRICT

BY: *Antoinette Fulake*
Superintendent

12/3/04
Date



WESTMORELAND NON-INSTRUCTIONAL SERVICE EMPLOYEES'
ORGANIZATION FEDERATION OF TEACHERS AFL-CIO

P *Walter Fedor*
President

12/3/04
Date

Addendum #1

WNIESO CRITERIA FOR SICK LEAVE BANK

During the term of this agreement, a SICK LEAVE BANK will be established for the members of the WNIESO unit.

When current sick bank is depleted, and to established the new bank an amount equal to two (2) days for each member of the bargaining unit; and one (1) day from the district. Even in the event that the bank has an adequate number of days, all new employees who may be eligible for the bank will be required to donate and the end of their first year of employment.

START UP:

Over days from previous donations will be used to start the bank when the days are reduced to 20 All non instructional members will donate one day each. (Matched by the district)

When all of the above days are depleted all non-instructional members will donate one day each (matched by the district)

QUALIFICATIONS:

1ST YEAR EMPLOYEES -NOT ELIGIBLE -Employee must complete one full year of employment.

2ND YEAR EMPLOYEES -ELIGIBLE to draw equal days to what employee has in their own personal sick leave account. (example: employee has 5 days unused sick leave at the start of their illness, then, they can draw 5 days from the sick bank) using the guidelines as described .

3RD TO 5TH YEAR EMPLOYEES -ELIGIBLE maximum days to use per length of employment is 120.

OVER 6 YEARS -ELIGABLE maximum days to use per length of employment is 240 days.

If an employee uses over 50 days from the sick bank , the employee is required to reimburse the sick bank 10% of days used at 2 days per year, until the bank days are paid back or until the employee has left employment.

REQUIREMENTS TO BE ELIGIBLE TO DRAW FROM WESTMORELAND NON-INSTRUCTIONAL UNIT SICK LEAVE BANK

- 1) Employee must be out of work 30 consecutive working days to be eligible and documented with a doctor's certificate.
- 2) There will be a waiting period of 5 days. (The employee has the option to use their Personal Leave or vacation days for the 5 day waiting period.)
- 3) All employees sick days must be exhausted before drawing from the sick bank.
- 4) If the employee has a personal sick leave accumulation of more than 60 days upon the onset of their illness, the waiting period is waved.

Addendum #2 MEMORANDUM OF AGREEMENT (Teaching Assistant Reclassification)

This AGREEMENT is entered into as of this 12th day of October 2004, by and between the Westmoreland Central School District ("the District") and the Westmoreland Non-Instructional Employees Support Organization ("WNIESO").

Effective October 12, 2004, the District and the WNIESO agree to the following:

Posting of Vacancies and the Transition of Aides to Teaching Assistant Positions

The District will fill the initial upgraded teaching assistant positions in accordance with Article X of the collective bargaining agreement (the " Agreement"). This Memorandum of Agreement will be attached to the Agreement for the purpose of outlining that a teacher aide, now working in a Special Education position, who is qualified and interested in the upgrade, would receive priority preference.

Also, that in the event a current teacher aide in the Special Education Department should choose not to be upgraded to a teaching assistant position and a teacher aide assignment no longer exists in the Special Education Department, that person would be reassigned to a teacher aide position elsewhere in the District. If necessary the least senior person in the teacher aide job classification would be bumped and placed on a Preferred Eligibility List (PEL), for the purposes of recall to a teacher aide position.

Any future teaching assistant vacancies will be filled per Article X of the Agreement; Position Announcements will clearly identify any education, qualifications, skills, or experience that may be an asset to the assignment and desired to fulfill the needs of the position. These desired assets will also be identified during interviews, so all prospective candidates are aware of the needs of the position.

2. Seniority/Layoff/Recall Rights

For the purpose of determining seniority in the teaching assistant tenure area, seniority will be based upon time of service in the District, within the tenure area of teaching assistant.

In the event a layoff occurs, the least senior person within the tenure area shall be the person laid off, as per Sections 510,2585, and 3013 of the Education Law,

It is likely that with the initial job ladder upgrade from teacher aide to teaching assistant positions, individuals will be appointed at the same time during the same Board of Education meeting. In the event a layoff involving persons in such a scenario is necessary, seniority as a teacher aide in the District shall be used as the tie-breaker to determine the individual(s) to be laid off.

Should a vacancy exist within the teacher aide job classification, a teaching assistant being laid off and who possesses prior service time in the District in the teacher aide job classification shall have the first right to that vacancy. In the event more than one teaching assistant with equal seniority in the tenure area is being laid off, seniority those individuals possess as a teacher aide shall be used to determine who will fill the teacher aide vacancy.

Acceptance of a position as a teacher aide shall not serve as a waiver of the individual's teaching assistant PEL rights.

3. Compensation

Persons working as teaching assistants shall be compensated according to the rates identified for the Computer & Library Aide job classifications.

Individuals involved in this initial upgrade from teacher aide to teaching assistant positions will be credited with the years of experience they are being paid at as a teacher aide on the wage schedule. As an example, a person being paid the rate for a teacher aide with six years experience will now be paid at the computer & library aide rate shown for a person with six years experience.

4. Use of Teaching Assistants as Substitute Teachers

For the 2003-04 school year, it is agreed between the parties that teaching assistants may be called upon to serve as substitute teachers as spelled out below.

Wherever possible the use of teaching assistants as substitutes will be limited to times when the District cannot secure certified teachers to be used as subs or in an emergency situation.

Assignments would be made at the discretion of the Building Administrator based on the needs of the building.

The District will make sure that teaching assistants acting as substitutes will be provided with the student assignments and materials necessary to perform that function.

In the event a sub assignment is longer than two consecutive days, additional compensation may be considered, at a rate agreed to by the District and the WNIESO.

In the event a teaching assistant is to be used as a substitute, the District will cover the Teaching Assistant's regular assignment for that day with a substitute aide or teacher aide. This will be done to ensure IEP mandates are satisfied.

5. Article III- Show up time

"Teaching Assistants" will be added to this language. ~ 6. Article IV -Working Hours, 10 month part time: "Teaching Assistants" will be added to this language.

6. Article IV – Working Hours, 10 Month Part time

“Teaching Assistants” will be added to this language.

7. Article XIII – Just Cause (Clarification)

The phrase "year(s) of employment" shall be defined as year(s) of employment with the District, not year of appointment to tenure area of teaching assistant.

8. New York State Assessment of Teaching Assistant Skills (NYSATAS) Fees

The District will reimburse teaching assistants for the cost of the application fee of the NYSATAS, upon proof of achieving a passing score.

9. Terms and Conditions of Employment

All other terms and conditions of employment not spelled out in this Memorandum of Agreement and currently enjoyed by teacher aides in the District shall apply to teaching assistants in the District unless spelled out otherwise.

Ammendment #2A

On October 4, 2004 a meeting was held with all TA's to review the above document and discuss any changes that need to be made to improve educational services to our students and provide a good work environment for all Teaching Assistants.

The following items were agreed upon:

- 1. Where ever possible, every effort will be made to replace the TA with an Teachers Aide to cover the TA's workload when the District needs to have the TA cover for a Teacher.*
- 2. The District will work with the Instructional staff to ensure the TA's have prepared lesson plans in place to ensure instruction continues with the least amount of interruption.*
- 3. Compensation for instructional and student responsibilities will be as follows:*
 - TA's will be paid in accordance with the negotiated salary schedule beginning July 1, 2005*
 - In the event a Teachers Aide is called to sub for a TA, the certified Aide will be paid in accordance with the TA's salary schedule at the same step they are currently paid as an Aide.*
 - In the event a Teachers Aide is called in to Substitute for a Teacher the Teachers Aide will be paid at the Uncertified Teachers Substitute rate or the Teacher Assistant's salary schedule at the same step they are currently paid as an Aide Aide's pay which ever is higher.*
 - In the event a Teachers Aide is used to substitute for a Computer Aide or Library Aide then they will be paid using the Computer Aide's or Library Aide's schedule at the same step they are currently paid as an Aide Aide's pay which ever is higher.*
 - In the event a TA is needed to substitute for a Teacher, the TA will be paid an additional \$2.00 per hour up to six (6) Hours per day maximum. The \$2.00 per hour is in addition to their regular TA pay rate per hour.*

**WESTMORELAND NON-INSTRUCTIONAL EMPLOYEES
SERVICE ORGANIZATION
2004-2005 Salary Schedule**

Experience Credit	Account Clerk	Sr. Account Clerk Data Processor	Typist	Clerk	Computer Library Aide	Teacher Aide	Teaching Assistant
New Hire	9.72	10.27	8.99	8.47	9.71	8.63	
6 months	10.31	10.90	9.58	9.31	10.63	9.18	
1 year	11.17	12.02	10.52	10.14	11.37	10.09	
6 years	12.17	13.02	11.52	11.14	12.37	11.09	
11 years	14.07	14.92	13.42	13.04	14.27	12.84	
16 years	16.07	16.92	15.42	15.04	16.27	14.84	
20 years	17.82	18.67	17.17	16.79	18.02	16.59	

Experience Credit	Nurse	Sr. Custodian Groundskeeper	Custodian	Cleaner Bus Washer	Mechanic	Bus Driver	Bldg Mechanic
New Hire	12.04	10.01	9.45	8.90	11.83	10.82	10.94
6 months	13.02	10.91	10.05	9.50	12.43	11.42	11.54
1 year	13.96	11.65	10.90	10.46	13.35	12.41	12.43
6 years	14.96	12.65	11.90	11.46	14.35	13.41	13.43
11 years	16.86	15.50	13.80	13.36	16.35	15.69	16.33
16 years	19.20	17.50	15.80	15.36	19.78	17.69	18.33
20 years	20.95	19.25	17.55	17.11	20.94	19.44	20.08

Level 21	150		Randy Rundle	1600
Level 22	300		Jackie VanDreason	1600
Level 23	450			
Level 24	600			
Level 25	1100			

Night Differential

Cleaner	.10
Sr. Custodian	.20

**WESTMORELAND NON-INSTRUCTIONAL EMPLOYEES
SERVICE ORGANIZATION
2006-2007 Salary Schedule**

Experience Credit	Account Clerk	Sr. Account Clerk Data Processor	Typist	Clerk	Computer Library Aide	Teacher Aide	Teaching Assistant
New Hire	10.17	10.72	9.44	8.92	10.16	9.08	10.66
6 months	10.76	11.35	10.03	9.76	11.08	9.63	11.48
1 year	11.62	12.47	10.97	10.59	11.82	10.54	12.32
6 years	13.02	13.87	12.37	11.99	13.22	11.94	13.72
11 years	15.02	15.87	14.37	13.99	15.22	13.79	15.72
16 years	17.02	17.87	16.37	15.99	17.22	15.79	17.72
20 years	18.87	19.72	18.22	17.84	19.07	17.64	19.57

Experience Credit	Nurse	Sr. Custodian Groundskeeper	Custodian	Cleaner Bus Washer	Mechanic	Bus Driver	Bldg Mechanic
New Hire	12.49	10.46	9.90	9.35	12.28	11.27	11.39
6 months	13.47	11.36	10.50	9.95	12.88	11.87	11.99
1 year	14.41	12.10	11.35	10.91	13.80	12.86	12.88
6 years	15.81	13.50	12.75	12.31	15.20	14.26	14.28
11 years	17.81	16.45	14.75	14.31	17.30	16.64	17.28
16 years	20.15	18.45	16.75	16.31	20.73	18.64	19.28
20 years	22.00	20.30	18.60	18.16	21.99	20.49	21.13

Level 21	250		Randy Rundle	1800
Level 22	400		Jackie VanDreason	1800
Level 23	550			
Level 24	700			
Level 25	1200			

Night Differential

Cleaner	.25
Sr. Custodian	.50



P.O. Box 430
5176 Route 233 Westmoreland, New York 13490
FAX: (315) 853-4602

Board of Education

David Mokry, *President*
Joseph Vanderhoff, *Vice President*
John Acee II
Laura Ossont
Judie Pedersen
Tamala Smith
John Truesdail

MEMORANDUM OF UNDERSTANDING

The Westmoreland Central School District and the Westmoreland Non-Instructional Employees Service Organization, AFT/AFL/CIO, agree that there is a need to establish procedures for the accumulation and use of comp time.

Superintendent of Schools

Antoinette Kulak
557-2601

**Superintendent's Secretary/
Board Clerk**

Debra Mitchell
557-2614

School Business

Administrator
Robert Walsh
557-2612

Administration

Marco Migliori
High School Principal
557-2616

Christopher Hill
*Assistant Principal/
Athletic Director*
557-2645

Brian Kavanagh
Middle School Principal
557-2618

Carol Russell
Pupil Personnel Director, K-12
557-2609

JoAnn Ottman
Elementary Principal
557-2626

- Accumulation of comp time will be capped at 40 hours. Any employee, at this time, who has in excess of 40 hours, will not be able to accumulate hours until the time is below the 40 hour maximum.
- In the event an employee wishes to use more than 8 hours of comp time in a block, the employee must submit a written request to their Supervisor at least one week in advance of the day or days he or she wishes to be off duty. Use of comp time requests will be approved based on the work needs of the building and District.
- An employee may carry over a maximum of 24 hours of comp time from one school year to another. Any comp time over the carry over of 24 hours must be used prior to August 31st.

Robert F. Walsh
Business Administrator

Walter Fedor
President, WNIESO

Date: February 16, 2005

Date: February 16, 2005

**WESTMORELAND NON-INSTRUCTIONAL EMPLOYEES
SERVICE ORGANIZATION
2007-2008 Salary Schedule**

Experience Credit	Account Clerk	Sr. Account Clerk Data Processor	Typist	Clerk	Computer Library Aide	Teacher Aide	Teaching Assistant
New Hire	10.47	11.02	9.74	9.22	10.46	9.38	10.96
6 months	11.06	11.65	10.33	10.06	11.38	9.93	11.78
1 year	11.92	12.77	11.27	10.89	12.12	10.84	12.62
6 years	13.52	14.37	12.87	12.49	13.72	12.44	14.22
11 years	15.57	16.42	14.92	14.54	15.77	14.34	16.27
16 years	17.57	18.42	16.92	16.54	17.77	16.34	18.27
20 years	19.47	20.32	18.82	18.44	19.67	18.24	20.17

Experience dit	Nurse	Sr. Custodian Groundskeeper	Custodian	Cleaner Bus Washer	Mechanic	Bus Driver	Bldg Mechanic
New Hire	12.79	10.76	10.20	9.65	12.58	11.57	11.69
6 months	13.77	11.66	10.80	10.25	13.18	12.17	12.29
1 year	14.71	12.40	11.65	11.21	14.10	13.16	13.18
6 years	16.31	14.00	13.25	12.81	15.70	14.76	14.78
11 years	18.36	16.95	15.30	14.86	17.85	17.19	17.83
16 years	20.70	19.00	17.30	16.86	21.28	19.19	19.83
20 years	22.60	20.90	19.20	18.76	22.59	21.09	21.73

Level 21	350		Randy Rundle	1900
Level 22	500		Jackie VanDreason	1900
Level 23	650			
Level 24	800			
Level 25	1300			

Night Differential

Cleaner	.25
Sr. Custodian	.50

**WESTMORELAND NON-INSTRUCTIONAL EMPLOYEES
SERVICE ORGANIZATION
2007-2008 Salary Schedule**

Experience Credit	Account Clerk	Sr. Account Clerk Data Processor	Typist	Clerk	Computer Library Aide	Teacher Aide	Teaching Assistant
New Hire	10.47	11.02	9.74	9.22	10.46	9.38	10.96
6 months	11.06	11.65	10.33	10.06	11.38	9.93	11.78
1 year	11.92	12.77	11.27	10.89	12.12	10.84	12.62
6 years	13.52	14.37	12.87	12.49	13.72	12.44	14.22
11 years	15.57	16.42	14.92	14.54	15.77	14.34	16.27
16 years	17.57	18.42	16.92	16.54	17.77	16.34	18.27
20 years	19.47	20.32	18.82	18.44	19.67	18.24	20.17

Experience dit	Nurse	Sr. Custodian Groundskeeper	Custodian	Cleaner Bus Washer	Mechanic	Bus Driver	Bldg Mechanic
New Hire	12.79	10.76	10.20	9.65	12.58	11.57	11.69
6 months	13.77	11.66	10.80	10.25	13.18	12.17	12.29
1 year	14.71	12.40	11.65	11.21	14.10	13.16	13.18
6 years	16.31	14.00	13.25	12.81	15.70	14.76	14.78
11 years	18.36	16.95	15.30	14.86	17.85	17.19	17.83
16 years	20.70	19.00	17.30	16.86	21.28	19.19	19.83
20 years	22.60	20.90	19.20	18.76	22.59	21.09	21.73

Level 21	350		Randy Rundle	1900
Level 22	500		Jackie VanDreaseon	1900
Level 23	650			
Level 24	800			
Level 25	1300			

Night Differential

Cleaner	.25
Sr. Custodian	.50



P.O. Box 430
176 Route 233 Westmoreland, New York 13490
FAX: (315) 853-4602

Board of Education

David Mokry, *President*
Joseph Vanderhoff, *Vice President*
John Acee II
Laura Ossont
Judie Pedersen
Tamala Smith
John Truesdail

MEMORANDUM OF UNDERSTANDING

The Westmoreland Central School District and the Westmoreland Non-Instructional Employees Service Organization, AFT/AFL/CIO, agree that there is a need to establish procedures for the accumulation and use of comp time.

Superintendent of Schools

Antoinette Kulak
557-2601

- Accumulation of comp time will be capped at 40 hours. Any employee, at this time, who has in excess of 40 hours, will not be able to accumulate hours until the time is below the 40 hour maximum.

**Superintendent's Secretary/
Board Clerk**

Debra Mitchell
557-2614

- In the event an employee wishes to use more than 8 hours of comp time in a block, the employee must submit a written request to their Supervisor at least one week in advance of the day or days he or she wishes to be off duty. Use of comp time requests will be approved based on the work needs of the building and District.

School Business

Administrator

Robert Walsh
557-2612

Administration

Roberto Migliori
High School Principal
557-2616

- An employee may carry over a maximum of 24 hours of comp time from one school year to another. Any comp time over the carry over of 24 hours must be used prior to August 31st.

Christopher Hill

*Assistant Principal/
Athletic Director*
557-2645

Robert F. Walsh
Business Administrator

Walter Fedor
President, WNIESO

Brian Kavanagh

Middle School Principal
557-2618

Carol Russell

Pupil Personnel Director, K-12
557-2609

Date: February 16, 2005

Date: February 16, 2005

JoAnn Ottman

Elementary Principal
557-2626



WESTMORELAND CENTRAL SCHOOL DISTRICT

WESTMORELAND, NEW YORK 13490

Superintendent's Office - (315) 557-2614

High School - (315) 557-2616

Middle School - (315) 557-2618

Elementary School - (315) 557-2626

MEMORANDUM OF UNDERSTANDING

The Westmoreland Central School District and the Westmoreland Non-Instructional Employees Service Organization, AFT/AFL/CIO, agree that there is a need to revise the existing contract language specific to The Sick Bank.

This agreement **replaces** the existing language in the 2005-2008 contract.

The purpose of the sick bank is to provide protection, in the event of a Catastrophic occurrence, (accident, surgery, etc...) or a life threatening illness for the employee resulting in a disabling condition which would prevent the employee from effectively functioning in his/her capacity.

WNIESO CRITERIA FOR SICK LEAVE BANK

During the term of this agreement, a SICK LEAVE BANK will be established for the members of the WNIESO unit.

When the accumulated days in the sick bank are reduced to 20 non instructional members will donate one (1) day each. (Matched by the district)

There will be a 50 Calendar day waiting period, per occurrence, to use the sick bank. The waiting period will begin when the employee produces a physician's statement at the onset of the illness. The employee may use accumulated sick, vacation and personal leave time during this waiting period. All employees sick and personal days must be exhausted before drawing from the sick bank.

In the event the District must collect sick time from all employees in accordance with the contract collection language and the employee has zero (0) accrued days to contribute, the employee must wait 365 days to have the right to use the sick bank.

When an employee earns a sick day and owes the sick bank, the sick day earned will go to the sick bank to repay borrowed time before the day is credited to his/her accrual records.

If an employee uses the sick bank for any amount of time, the employee is required to reimburse the sick bank two days per year until the borrowed sick bank time is fully repaid. The employee has the option of repaying more than the required two days per year if the employee chooses to do so. Upon retirement the District cannot draw from the accrued sick time of the employee to pay off the balance the employee owes the bank.

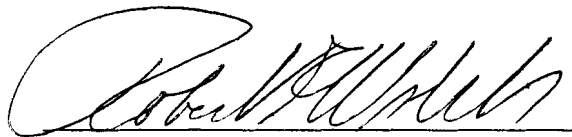
The sick bank is for the employee's own illness, not a relative or a child.

Qualifications:

1st. year employees- not eligible. An employee must complete one full year of employment.

2nd. to 5th. year- employees are eligible to draw equal days to what employee has in his/her own personal sick leave account. (example: employee has 5 days unused sick leave at the start of their illness, then he/she can draw 5 days from the sick bank) using the guidelines as described.

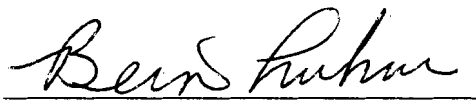
Over 6 years- eligible- an employee can draw double of the days he/she has in his/her personal sick leave account with a maximum of 240 days to use per length of employment. (Example: employee has 5 days unused sick leave at the start of the illness, then he/she can draw 10 days from the sick bank)



Robert F. Walsh
Business Administrator

Date

11/10/05



Bernie Lukas
WNISEO President

Date

11/10/05



WESTMORELAND CENTRAL SCHOOL DISTRICT

WESTMORELAND, NEW YORK 13490

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Elementary School - (315) 557-2626

MEMORANDUM OF UNDERSTANDING

The Westmoreland Central School District and the Westmoreland Non-Instructional Employees Service Organization, AFT/AFL/CIO, agree that there is a need to revise the existing contract language specific to Sick Time as a result of a revised agreement for the use of the Sick Bank.

This agreement **replaces** the existing language in the 2005-2008 Contract.

Sick Leave.

Sick Leave with pay shall be granted for personal illness, disability, or illness in the employee's immediate family in accordance with the following provisions (immediate family defined as spouse, child or parent).

a. Sick Leave Credit is earned by all employees at the rate of one (1) day each month of service with an unlimited accumulation. For employees with twelve (12) or more years of service, two (2) additional sick leave days will be credited at the beginning of each fiscal year.

b. When sick leave absence is required, the employee shall inform the department supervisor, or other District representative, at least one-half hour before his/her regular starting time. In positions requiring replacement, the time for reporting absence shall be left to the discretion of the department supervisor or building principal.

c. In case of failure to report within the stated time limit, unless for reasons satisfactory to the department supervisor, the absence shall be considered as time off without pay.

d. In case of transfer within the school system accumulated sick leave shall be transferred with the employee, and he/she shall receive credit in the department to which he/she is transferred.

e. In case of emergency, an employee will be granted time off with pay for medical or dental visits.

f. Upon retirement under the guidelines of the Employee Retirement System an employee with 12 or more years of District service shall receive full pay for 70% of up to **286** of the employee's unused accumulated sick days provided the employee notifies the Superintendent in writing, at least 90 days prior to actual

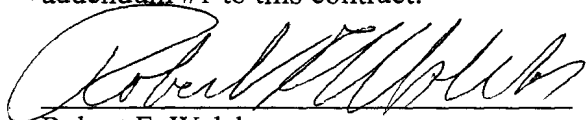
retirement. For employees with less than 12 years of District service, the 70% reimbursement shall be reduced to 50%. The Superintendent, at his/her discretion, may waive the 90 day notification.

In the event that an employee dies while in the service of the District, his/her estate shall be paid for unused sick days in accordance with formula set forth above as if he/she retired on the date of death.

g. Department supervisors shall maintain a record of attendance and sick leave granted for each employee under his/her supervision. These records will be submitted to the business manager each pay period.

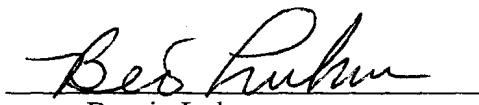
h. Medical Certificates supporting requests for sick leave shall be filed in the office of the business manager if requested.

i. The school district and the unit agree to a Sick Leave Bank. The criteria is agreed to by the Superintendent and the union representative and is attached as addendum #1 to this contract.



Robert F. Walsh
Business Administrator

Date 11/10/05



Bernie Lukas
WNISEO President

Date 11/10/05



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MEMORANDUM OF UNDERSTANDING

The Westmoreland Central School District and the Westmoreland Non-Instructional Employees Service Organization, AFT/AFL/CIO, agree that there is a need to revise the existing contract language specific to Overtime Work.

The following will be the procedure used in the event staff is needed to be called into work on an overtime basis. This will be for any event that overtime staffing is required to ensure the Westmoreland buildings and fields are open and ready for the scheduled event, are maintained during the event, and are clean and ready to be used for regular school sessions following the event.

1. Article VI of the non-instructional agreement will be followed before a sub cleaner is called in to work
2. An overtime list will be established using the following priority listing for the canvassing:
 - a. Seniority of Sr. Custodians, Building Mechanics, Custodians
 - b. Seniority of Sub Custodians
 - c. Seniority of Cleaners
 - d. Seniority of Sub Cleaners
3. In the event a Cleaner or Sub Cleaner is working overtime and any issue arises that falls within the job description of a Custodian, the Cleaner/Sub Cleaner will be responsible to call the SOBG or in his/her absence the Head Custodian to determine if a custodian is needed to report into work on Overtime.
4. Head Custodian will operate snow plow equipment, if needed, when and only when all overtime eligible employees are canvassed for overtime work.
5. Sub Cleaners will only be called in for work in the event all regular employees are unavailable to work. The rotation will be all regular employees first then the rotation of sub cleaners second.

Robert F. Walsh
Business Administrator

Date

11/2/05

Bernie Lukas
WNISEO President

Date

11/2/05