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AGREEMENT

between

THE CHIEF SCHOOL OFFICER

and the

ALFRED-ALMOND SUPPORT STAFF ASSOCIATION

of

ALFRED-ALMOND CENTRAL SCHOOL

RECEIVED

DEC 10 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

July 1, 2008 - June 30, 2012

1.0 GENERAL INFORMATION

1.1 Preamble

This Agreement is made pursuant to Article 14 of the Civil Service Law of the State of New York and entered into as of the 1st day of July, 2008, between the Alfred-Almond Central School District, hereinafter referred to as the "District" and the Alfred-Almond Support Staff Association, hereinafter referred to as the "Association."

1.2 Recognition

The Association shall be the sole representative for employees of the District in the following job classifications: Custodian, Maintenance, Cleaner, Typist, Food Service Helper, Aide, Nurse, Administrative Clerk, Bus Drivers and Mechanics or combination thereof.

Personnel in supervision (of Mechanics, Transportation Workers, Food Service, Custodian, Cleaners and Maintenance people) and the District Clerk, District Treasurer, Payroll Clerk, Senior Account Clerk Typist and Executive Secretary to the Superintendent shall be excluded from representation.

1.3 Management Rights

Section 1: Except as otherwise specifically provided by the Agreement, the District shall have the customary and usual rights, powers and functions to direct employees, to hire, to promote, reassign, suspend and take disciplinary action for reasonable cause and to otherwise take whatever actions are necessary to carry out the mission of the District pursuant to existing practices unless altered by the Agreement.

Section 2: The District shall specifically have the right to formulate and enforce such operating procedures, guidelines and work rules as are deemed necessary for the safe and efficient operation of the school and care of related equipment.

1.4 Savings Clause

Section 1: The terms of this Contract shall not apply where inconsistent with constitutional, statutory or other legal provisions. If any provision of this Contract is found to be contrary to law by the Supreme Court of the United States or by a court of competent jurisdiction from whose judgement or decree no appeal has been taken within time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such case, all other provisions of this Contract shall remain in effect.

Section 2: IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATION TO PERMIT ITS IMPLEMENTATION BY LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL AN APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

2.0 ASSOCIATION RIGHTS

The Association shall be granted three (3) days of fully paid leave for Association business. These leave days shall not be deducted from the staff member's accumulated sick leave or personal leave. These days may only be used by 1 person per day unless permission is granted by the superintendent for more than one person.

2.1 Grievance Procedure

Section 1: Definition

A. **Grievance:** Any alleged misinterpretation, violation or improper application of terms and conditions of the Agreement.

B. **Grievant:** Any employee represented by the bargaining unit and/or the Association.

C. **Supervisor:** The person in an administrative position to whom the employee is directly responsible.

D. **Superintendent:** The person charged by the Board of Education with the responsibility for the administration of its policies.

E. **Representative:** Any person or persons named by the grievant and authorized by the Association to act on behalf of the grievant.

F. **Work Days:** Days when the individual employee is typically expected to work.

Section 2: General Provisions

A. A grievance shall set forth in writing the nature of the grievance, place of occurrence, time of occurrence, the name and position of the offending party, if known, and the contract provision violated.

B. The grievant shall have the right to bring a grievance(s) in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

C. A grievance signed and submitted by one grievant shall be an individual grievance.

D. If a grievance affects a group of unit members or the Association, the Association may submit the grievance directly to the Superintendent.

E. Any grievant shall have the right to be represented and/or accompanied at any stage of this procedure by a representative as defined by Section 1(E).

F. The Superintendent and the Association will make available related material and relevant documents, communications and records concerning a grievance to the aggrieved parties, excepting confidential personal appraisals and/or recommendations.

G. All hearings shall be private and the results of said hearing shall be released only to those who need to know.

H. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant.

I. If a grievance is filed on or after June 15th, the District and the Association will make every effort to continue to process the grievance(s) during July and August, subject to the availability of the parties and the parties' representatives.

J. The time limits specified herein may be extended only by agreement between the District and the Association.

K. This grievance procedure shall not pertain to areas of discipline or dismissal as governed by Section 75 of the Civil Service Law.

Section 3: Supervisor's Level

A. Filing a Grievance

A grievance should be initiated within ten (10) work days of the time the aggrieved party knew or should have known of the events or conditions on which it is based, but in no event shall a grievance be entertained by the employer more than thirty (30) calendar days after the alleged violation occurred.

B. Informal Stage:

Prior to the filing of the grievance in writing, the aggrieved party and the union representative will meet with the building principal or supervisor to attempt to resolve the grievance orally. Within five (5) work days the building principal or supervisor will respond orally to the aggrieved party and union representative indicating the disposition of the grievance.

C. **Formal Stage:** If the employee is not satisfied with the response given at the informal stage, the alleged grievance shall be reduced to writing on the appropriate form, annexed hereto and denoted "Appendix A" and presented to the supervisor within ten (10) work days after receipt of the response at the informal stage. The supervisor shall submit his/her decision in writing to the grievant and the Association within five (5) work days.

Section 4: Superintendent's Level

A. **Filing:** If the grievant is not satisfied with the decision at the Supervisor's level, the grievant may appeal to the Superintendent of Schools for a hearing. Such an appeal must be filed within five (5) work days after receiving the written decision from the Supervisor or be considered settled.

B. **Hearing:** Within ten (10) work days after receipt of the appeal, the Superintendent shall hold a hearing with the grievant and the representative.

C. **Decision:** The Superintendent shall render a written decision within five (5) work days after the conclusion of the hearing.

Section 5: Arbitration

A. If the grievant and/or the Association is not satisfied with the decision of the Superintendent, the Association may submit the grievance to arbitration by written notice to the Superintendent within ten (10) work days after receiving the written decision from the Superintendent or be considered settled.

B. The parties will then be bound by the Rules and Procedures of the American Arbitration Association.

C. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this agreement.

D. The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator and the cost of the hearing room(s) shall be shared equally by the District and the Association. All other expenses shall be borne by the party who incurs the expense.

2.2 LIST OF UNIT WORKERS

The Association president may receive a list of names and position titles of all employees in the negotiating unit covered by this Agreement by the 15th of October.

3.0 DISTRICT RESPONSIBILITIES

3.1 Work Hours

The District may assign employees to various working hours for tasks within their job description. When school is closed due to inclement weather, etc., ten and eleven-month employees are not required to work. Twelve-month employees, however, are to work on those days, but are subject to snow days off at the discretion of their supervisor. If 12-month night employees are called in to work on snow days off during the day time hours of 7:00 a.m. to 3:30 p.m., there will be a paid two-hour response time allowed to report to the work site. This time period will commence from the time of the initial communication between the supervisor and the employee.

3.2 Job Vacancies & Postings

Section 1: When a job vacancy or vacancies occur within District employment, the District will be responsible for posting the announcement of such vacancies on all bulletin boards at least five (5) working days prior to the day that they are to be filled. Announcements of such vacancies will be made available to the Association president and shall contain the title for the position(s) to be filled, minimum qualifications required for appointment, the number of hours, work location of the vacancy(s) and the salary range, if known.

Section 2: When such vacancies are announced as provided herein, employees who wish to be considered for appointment to such vacancy shall be allowed to file appropriate notice with the Superintendent, provided, however, that such notice must be filed within five (5) working days following the announcement of the vacancy(s).

3.3 Bulletin Boards

The employer shall make bulletin board space available in the Laundry Room, Cafeterias, and all Staff Rooms which shall be used by all staff. This clause in no way abridges the employer's right to place releases and other material on any and all boards at these locations.

3.4 Contract Copies

The District shall reproduce and make available one copy of this Agreement to each employee and five additional copies to the Association.

4.0 PROFESSIONAL RIGHTS

4.1 Rights of Employees

Section 1: Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining, and take an active role in the activities of the Association without fear of coercion, reprisal or penalty from the Association, the District or its Agents.

Section 2: The Association will not engage in, cause, encourage or condone any strike, work slowdown or work stoppage against the District nor will the employees take any similar action on their own.

Section 3: It is understood and agreed that the benefits of Section 75 of the Civil Service Law of the State of New York shall be granted to all employees included in the terms of conditions of this Agreement who have been employed by the employer for a period of twelve months and shall be granted to all such employees as they become such twelve-month employees.

Section 4: An employee may bring matters of personal concern to the attention of the appropriate District's representatives and officials in accordance with applicable laws and rules, and may choose his/her own Association representative or appear alone in a grievance or appeal proceeding. No employee organization or individual other than the Association may be the employee's representative.

4.2 Dues Deductions

Section 1: The District agrees to deduct dues from the salaries of employees who individually and voluntarily authorize the District to make such deductions and such moneys will be forwarded promptly to the Association treasurer. The authorization will be made in writing using the authorization form set forth below.

Payroll Deduction Authorization

Social Security # _____
Name _____ F__ M__
Last First
District Name Alfred-Almond Central School
Association Alfred-Almond Support Staff 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 therefor. I revoke any and all instruments heretofore made by me for such purpose. 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 and submitted to the Superintendent and the Association President.

Section 2: An employee who chooses not to join the Association will have an agency fee deducted from his/her salary in an amount equivalent to the dues levied by the Association. Said moneys shall be deducted from the salary and transmitted to the Association treasurer in the manner described in Section 1 above.

Section 3: The Association will certify to the District, in writing, the current rate of membership dues. The Association will give the District thirty days written notice before the effective date of any change in membership dues.

Section 4: The District will deduct the dues or agency fee from the salaries of the employees each pay period of every month, beginning on or before the first pay period of October and to be spread over the school year until the full amount of dues or agency fee has been paid.

Section 5: The District will, no later than September 30th of each year, provide the Association with a list of employees who have authorized the District to deduct dues for the Association.

4.3 SHIFT DIFFERENTIAL AND BUS DRIVER AGREEMENT

Section 1: All employees who work the majority of their hours between 5:00 p.m. and 7:00 a.m. shall receive a shift differential of twenty-five (25¢) cents per hour and will be allowed a paid dinner period not to exceed one half-hour.

Section 2: Meal Reimbursement

Bus drivers on regularly scheduled approved activity trips, who buy a meal, will receive a stipend (upon a verified receipt) up to a maximum of \$6.00 each for breakfast and lunch, and for dinner \$8.00. The trip must span the typical breakfast, lunch and/or dinner time.

An exception can be made if the driver is not given sufficient notification prior to the field trip. The exception must be approved by the Superintendent once s/he has been notified by the Director of Transportation.

Section 3: On Snow Days

- 1) Everyone that reports in gets paid for one (1) hour.
- 2) Those drivers who have reported in and are on the road, get paid one (1) hour, plus time they are on the road.
- 3) If a bus driver has not reported in, that driver does not get paid.

Section 4: Driver's License

Driver's license fees for Class B portion (amount over the regular driver's license) will be paid for all full-time bus drivers. Class A restricted licenses will be paid for the bus mechanics.

Section 5: Uniforms

The school will provide uniforms for the bus mechanics. The District will reimburse up to fifty dollars (\$50.00) of the annual purchase price for safety shoes worn by food service helpers.

Section 6: Exclusivity

All school trips involving over seven (7) students shall be chauffeured by bus drivers represented by the Alfred-Almond Support Staff Association. Ski practice trips will be exempt from this language.

Section 7: Bus Trip Procedures

The parties agree to the following Bus Trip Procedures.

1. There will be two trip sheets

A. One for regular trips that go out after 3:00 p.m. and day trips more than 2 hours will be on the regular rotation sheet.

B. All other trips will be posted as a 2 hours or less trip, regardless of the time they leave. The time for such extra runs shall be rounded up to the whole hour when calculating the rate of pay for these runs.

2. Any driver wanting a particular bus trip after such trip is posted must notify the Transportation Supervisor within 24 hours of the trip being posted.

Notification must be done over the radio, by personally telling the Transportation Supervisor or by writing "yes" on the trip sheet.

Failure to notify the Transportation Supervisor will result in the driver being passed over for this trip.

3. If a trip is called to the bus garage after the drivers leave for work in the a.m. that day, or a last minute trip comes up in the p.m., then this trip will not go on any trip sheet. It will be a "give me trip" and not count as a trip for anyone.

4. Bus drivers can trade trips only with the person above or below them. No trades will be made for the next time that specific driver comes up. Drivers who pass or are absent have no effect on this rule.

5. To take a trip a driver must meet the following:

A. If the trip departs at 3:00 p.m. or before your afternoon run returns, you must have driven your morning run that day.

B. If the trip departs after your afternoon run, you must have driven the afternoon run.

C. If the trip departs between the morning and afternoon runs, you must drive at least the morning or the afternoon run.

D. If you call in sick for that day, and have an assigned trip, you must forfeit your trip.

E. Drivers must work on Friday afternoon to take a trip over the weekend. If you are not on a trip or driving your afternoon run you will be passed.

F. If your trip is canceled for some reason, you will be offered the next unassigned trip. If you can't take that trip then you must pass, and your turn is forfeited.

6. All trips will go in rotation and will be assigned as they are received from the school. First trip received will be the first trip posted.

7. All summer trips will be assigned by the week (i.e., summer school, special education, youth programs). This will give everyone a chance for summer work. They will not be assigned day by day. If a driver takes the trip and doesn't want it, then the Transportation Supervisor must be notified and the next driver in line will be offered the trip. The original driver will still have to drive that trip until the Transportation Supervisor can replace him/her on that run. **The only one who will be on the same trip will be the Aide for Special Education, as this is not a driver's job.**

8. All trips will be assigned by the Transportation Supervisor. He/she will take the responsibility for the trip sheets. As this job may require the Transportation Supervisor to be unavailable, Transportation Supervisor's designee will ask the drivers if they want the trip until such time as the Transportation Supervisor returns. The designee will inform the Transportation Supervisor of the trips he/she posted.

If the Transportation Supervisor is sick or on vacation, he/she will designate someone to assign trips until the supervisor returns.

9. If no regular driver takes a trip, the Transportation Supervisor will assign a sub-driver to complete the run.

4.4 SENIORITY

Section 1: Seniority is defined as the length of continuous full-time service (8 hours per day) to be calculated by months of service in the School District in a similar job classification.

Section 2: Seniority for part-time services (less than 8 hours per day) shall be credited on the basis of actual time worked by months of service in the School District in a similar job classification.

Section 3: As used in Section 1, continuous service includes only those periods when an employee is on the District's active payroll and those periods when an employee is:

- A. On paid leave of absence.
- B. On layoff.
- C. Absent from and unable to perform the duties of his/her position by reason of a disability resulting from illness or occupational injury or disease.
- D. Such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service.
- E. A continuous substitute in the same position for six months duration or more results in the substitute being assigned as a regular employee on contract.

F. A substitute bus driver (filling a regular bus driver's position who is off on Workers' Compensation, disability or unpaid leave) shall be compensated at the regular bus driver rate after completing thirty (30) days in the same position. This applies only to substitutes who remain in the same position for thirty (30) days or more and not to drivers who rotate from one route to another. S/he will continue as a regular bus driver until such time as the regular driver returns to work, at which time s/he reverts back to substitute driver status pay.

Section 4: Subject to applicable provision of the Civil Service Law, if any, an employee loses his/her seniority only when one or more of the following occurs: he/she resigns (unless he/she is reinstated within the period permitted by a provision of the Civil Service Law applicable to him/her); he/she is discharged; he/she retires; he/she refuses a recall; or if he/she is laid off for more than one year.

Section 5: If two or more employees are hired or appointed on the same date, their relative seniority shall be in the order of their hiring or appointment, as the case may be, by the appointing or hiring official.

Section 6: Seniority shall be the determining factor in the approval of vacations and personal days.

4.5 RIGHT TO REPRESENTATION

When an administrator or supervisor summons a member for a conference on matters which may involve discipline or reprimand of the member, the member has the right to have a building or Association representative present. The representative shall be present to advise the member of his/her rights.

5.0 LEAVES

5.1 Pay During Absence

Section 1: Personal and Sick Leave

Full pay for employees will be allowed under the following conditions:

A) The number of sick leave days to be allowed for employees finding it necessary to be absent from work will be:

Twelve-Month Employees	13 Days
Eleven-Month Employees	12 Days
Ten-Month Employees	11 Days

These days may be used as family illness days or personal illness days. Personal illness may be described as an illness suffered by an employee making it impossible to perform his/her duties. Family shall be defined as spouse, parent, natural-, step-, or adopted-children grandparent(s), grandchildren and siblings. Leave may be taken for family members of the employee and for family members of the employee's spouse. Leave may also be taken for individuals living in the home of the employee who are regarded as family as determined by the mutual agreement of the Association President and the Superintendent of Schools. These days shall be cumulative as part of the personal sick leave days to a maximum of:

180 days for 10 month employees
200 days for 11 month employees
220 days for 12 month employees

B) In case of death in the family, each employee shall be allowed bereavement leave as requested by the employee to the Superintendent. Bereavement leave is limited to 10 days per instance. Under this provision, family shall be defined as spouse, parent, natural-, step-, or adopted-children, grandparent(s), grandchildren, siblings and individual(s) living in the home of the employee regarded as family. Leave may be taken for family members of the employee, the employee's spouse, or for family members of individual(s) living in the home of the employee who are regarded as family as determined by the mutual agreement of the Association President and the Superintendent of Schools. One (1) family illness day shall be allowed to attend the funeral of an aunt, uncle, niece, nephew or cousin, including those of the spouse.

C) Two personal days per year shall be allowed without loss of salary. All such requests shall be made to the Superintendent on a printed form signed by the employee, containing the following language:

"It is understood that personal business days shall not be used to extend any holiday or other vacation without the approval of the Superintendent. It is understood that the concept of a personal day covers only the doing of things that the employee cannot do on his/her own time."

When the administrator has reason to believe that these days are misused, s/he will have the right to investigate such allegations. The final decision regarding these requests will be made by the Superintendent.

Except in cases of genuine emergencies, all requests shall be made at least forty-eight hours in advance. Any unused personal business days will be cumulative as part of the personal sick leave days. The Superintendent reserves the right to deny individual requests if the number exceed three (3) on a given day.

D) Time allowed for full pay under A and C combined shall be:

Twelve-Month Employees	15 Days
Eleven-Month Employees	14 Days
Ten-Month Employees	13 Days

E) If an employee is absent and the absence is not covered by any of the above provisions, deductions for each day's absence shall be determined by dividing the annual salary by the number of days each fiscal year for which the employee is scheduled to be paid.

F) It shall be the prerogative of the employer to require a doctor's certificate or other proof of the reasons for the absence and such proof is to be filed with the Superintendent within forty-eight (48) hours after the request is made.

Section 2: Holidays

Twelve-Month Employees will receive full pay for the following days on which they will not be required to work:

Labor Day	Christmas Day
Columbus Day	New Year's Day
Veteran's Day	Martin Luther King, Jr. Day
Deer Day	President's Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving Day	Memorial Day
Day before Christmas	Independence Day

Eleven-Month Employees will be granted twelve paid holidays as follows:

Labor Day	Christmas Day
Columbus Day	New Year's Day
Veteran's Day	Martin Luther King, Jr. Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving	Memorial
Day before Christmas	Independence Day

Ten-Month Employees will receive full pay for the following days on which they will not be required to work:

Veteran's Day	New Year's Day
Thanksgiving Day	Martin Luther King, Jr. Day
Christmas Day	Memorial Day

When school is not in session, the preceding Friday shall be substituted for holidays falling on Saturday and the following Monday shall be substituted for holidays falling on Sunday. If school is in session, or the day is already off for the observance of a holiday, an alternate day shall be designated at a time when school is not in session in lieu of the paid holiday which fell on Saturday or Sunday.

Section 3: Vacations

All twelve-month employees shall receive 10 days of paid vacation annually during their first 6 years of service. In the fiscal year in which a 12-month employee has completed his/her 7th year of continuous service to the district, he/she shall receive 11 days of paid vacation. In the fiscal year in which a 12-month employee has completed his/her 8th year of continuous service to the district, he/she shall receive 13 days of paid vacation. In the fiscal year in which a 12-month employee has completed his/her 10th year of continuous service to the district, he/she shall receive 15 days of paid vacation. In the fiscal year in which a 12-month employee has completed his/her 16th through 24th year of continuous service to the district, he/she receive an additional day of paid vacation for each additional year of service. In the fiscal year in which a 12-month employee has completed his/her 25th year of continuous service to the district, he/she shall receive 25 days of paid vacation.

Vacations are not cumulative and must be taken within the fiscal year following the one in which vacation credit is earned at such time as meets the manpower needs of the District and is approved by the immediate supervisor and Superintendent. Notwithstanding the preceding sentence, an employee has an option of carrying over from the current fiscal year to the next fiscal year up to five (5) days of earned vacation each year. At no time may an employee carry over more than five (5) earned days.

Upon request by the employee, vacation days may be changed to sick days at the discretion of the Superintendent.

Full vacation credit is earned by continuous employment from July 1 through June 30.

For their 1st year of employment 12-month employees' vacation time will be earned pro rata from their effective date of employment through June 30. This vacation time may not be used until the fiscal year following their effective date of hire.

Employees leaving employment prior to June 30 will be entitled to pro-rata vacation to be taken prior to severance: severance date to be adjusted to accommodate it.

Section 4: Sick Leave Bank

A sick leave bank will be established on an ad hoc basis. The purpose of the bank is to provide sick leave to members who have serious health conditions (as defined by the Family and Medical Leave Act) and who have exhausted all of their accumulated sick and personal leave.

Members in need of days from the sick leave bank may apply in writing to the Association President and the Superintendent. The written request shall include a letter from the employee requesting the amount of time needed, and the WH-380 form in appendix completed by the attending physician. The District may question the adequacy of the medical certification using the procedure as stated in the Family and Medical Leave Act. The amount of days will be limited to no more than 180 days per incident.

Upon receipt of a valid request, the Association President or his/her designee will solicit sick leave donations from individual members. Each member may donate days from their accumulated sick leave to aid the fellow member in need. Those days that are donated shall be deducted from the donating member's accumulated sick leave. If more days are donated than are needed, the unused days will roll over into the next sick leave bank. No repayment of days will be made by the recipient or the District.

Any days remaining in the sick leave bank as of July 1, 2005 shall be rolled into the new bank for use prior to soliciting more days. Any member who borrowed days prior to July 1, 2005 is obligated to repay the days to the District in accordance with the bank that was in effect at the time they were borrowed.

5.2 Disability Leave

Section 1: Disability Leave

For disability as certified by medical authority.

The affected employees covered by this Agreement shall notify the District in writing of the intent to use disability leave as soon as possible, but preferably in no case less than twenty-five (25) business days prior to use. The written statement shall include the nature of the disability, expected period of absence, date the disability leave is to begin and end. The written statement shall include the election to use accumulated sick leave or non-payment for the period. A notarized statement by a New York State licensed medical authority attesting to the disability and the specified period of absence must be part of the written statement.

The District may grant disability leave for up to one calendar year starting with the first day of absence from work. After this one year period, if the employee is not able to return to work, his/her employment is considered terminated and he/she will have no rights to return to work.

A) Payment During Disability Leave

Affected employees shall be paid at the same rate on disability leave as when the employee began such leave until all accumulated sick days under this Contract have been used. Then the employee will be on Disability Leave without pay.

B) The employee's rate of compensation, seniority and benefits shall not be increased or diminished during a disability leave.

Section 2: See Appendix for Disability Form

5.3 Jury Duty

Section 1: When a staff member is "called for jury duty," the staff member shall notify the Superintendent immediately. The District will then grant jury duty leave for days spent in court. Any daily rate paid to the staff member for jury duty services shall be paid over to the District by the staff member. In return, they will receive their regular rate of compensation and benefits during the time he/she serves. If the rate is less than for jury duty, the employee would be considered to be on non-paid leave of absence.

Section 2: In the event a staff member is subpoenaed as a witness, he/she will be given regular compensation for the days spent in court.

5.4 Leave Without Pay

Upon request, employees shall be granted leave without pay for the ~~expressed~~ purpose of child rearing or certified medical disability of the employee. In addition, employees may request leave without pay for other reasons. Leave for other reasons may be granted or denied at the discretion of the Superintendent. In no instance shall leave without pay exceed two (2) school years.

When leave without pay is to exceed ninety (90) days, the Superintendent and the Association President shall meet to discuss the effect of this leave on other employees in the particular job classification. The Superintendent may decide to post the position as a temporary position so other employees in the classification may bid on and hold the position until the employee on leave returns.

5.5 Family Medical Leave Act

Nothing contained above shall be interpreted to deny members their right to twelve (12) weeks of leave under the Family and Medical Leave Act.

6.0 BENEFITS

6.1 Health Insurance

A. Health Insurance

1. The District will provide health care coverage through the Central Southern Tier Health Care Plan (hereinafter "Plan")
 - a. The terms of the Plan's Plan Document and Administrative Manual are hereby incorporated in the Contract and made a part thereof.
 - b. The parties agree to implement the health insurance product from the Plan coded P61 which consists of:
 - i. Endorsement A - Preferred Provider Option (PPO)
 - ii. Endorsement B - Non-emergency emergency room \$ 50 co-pay option
 - iii. Endorsement C - Office visit \$ 10 co-pay option
 - iv. Endorsement O - Retail three tier formulary - \$5 Generic/\$15 Brand Preferred/\$50 Non-preferred

Employees shall receive that portion of the above terms which correspond to the fractional part of the day for which they are employed [(8) hours being a full day]. Ten-month employees will receive an additional five percent (5%) of the fractional part of the day according to distribution noted above. The following reflects the method computing the District's cost.

Eleven (11) and 12-month employees: premium cost times # of hours/8 times 85%.

Ten-month employees: [premium times (# of hours worked daily divided by 8) times 85%] divided by premium and then add 5%. This new percent is then multiplied times the premium.

In no case will the District share exceed 85%.

The insurance carrier may be changed by mutual agreement.

- B. The employer will pay eighty-five percent (85%) of the premium equivalent for health coverage.

6.2 Reimbursement Account

Section 1: There shall be a yearly non-cumulative reimbursement account for out-of-pocket medical and dental expenses incurred by unit members and their immediate family with the exception of travel and lodging. For the 2005-2006 school year the amount for this reimbursement account shall be \$800.00. For the 2006-2007 school year the amount for the reimbursement account shall be \$850.00 and for the 2007-2008 school year the amount for the reimbursement account shall be \$900.00.

Section 2: Said reimbursement shall be for any medical and dental expenses that can be listed on the Internal Revenue Service "Schedule A" Form and/or to cover the existing premium for the health insurance policy.

Section 3: Said money shall be reimbursed to the employee upon receipt by the district of the employee's receipt of services.

6.3 Workers' Compensation

Section 1: The District shall continue to provide Workers' Compensation Insurance for all school personnel. Any employee injured while on duty as an employee of the District is herewith directed to file an accident report with the School Nurse's Office within three days.

A) Payment During Workers' Compensation Leave

Affected employees shall use their own sick leave and be paid at the same rate for the first five days of the Workers' Compensation Leave as when the employee began such leave. Then the employee will be compensated by the Workers' Compensation carrier in accordance with Workers' Compensation Laws.

B) The employee's seniority and benefits shall not be increased or diminished during a Workers' Compensation Leave.

Section 2: When the Board of Education is reimbursed by the Workers' Compensation carrier for the first five days of the Workers' Compensation leave, the employee will receive credit for the loss in sick leave in accordance with Workers' Compensation Laws.

6.4 Flexible Benefit Plan

An Internal Revenue Code §125 Flexible Benefit Plan will be provided by the District. An employee may elect a voluntary salary reduction for contribution to the Plan. The District shall pay the costs for the administration of the Plan.

6.5 Retirement Benefit

Section 1: All employees participating in the Retirement Plan will be under Tier 1 (Section 75g), Tier 2 (Section 75g), Tier 3 (Article 14/15) or Tier 4 (Article 15).

Section 2: In order to be eligible for the retirement benefit, a bargaining unit member must:

- 1) Have worked in the District at least ten (10) years.
- 2) Be eligible to retire under the rules and regulations of the New York State Employees' Retirement System.
- 3) Submit a non-binding letter of intent by November 15 prior to day of retirement.
- 4) Submit a letter of resignation by January 15 of the year of retirement.

Section 3: The retirement benefit will be directly linked to the cumulative maximum of one hundred eighty days (180) of unused personal sick leave benefits as found in Article 5. Incentive may must be taken a Non-elective Employer contribution to the unit member's 403-b, in according to stipulations of this Article

Section 4: The retirement incentive for part-time employees shall be prorated based on the fractional hours for which they are employed.

Section 5: The District reserves the right to waive the criteria listed in Section 4 above if there is a case of serious illness fully documented by a physician of the District's choice.

Section 6: The Non-elective employer contribution will be made prior to December 15 in the calendar year of retirement.

Section 7: The Retirement Benefits provided by this Article are shown in the table below.

For all bargaining unit members this benefit is only available for the first year of eligibility to retire without benefit reduction from the New York State Employees' Retirement System.

DAYS*	Non-Elective Employer Contribution**
180 - 160	\$ 7,000
159 - 140	\$ 6,000
139 - 120	\$ 5,000
119 - 100	\$ 4,000
99 - 50	\$ 3,000

* DAYS = the number of accumulated sick days remaining at the time of retirement for the employee

** LUMP SUM = dollar amount the employee is eligible to receive

All such benefits shall be deposited as a non-elective employer contribution into the employee's 403-B account. Said account shall be opened by the member at one of the participating providers agreed upon with the District.

No cash option - No employee may receive cash in lieu of or as an alternative to the Employer's Non-elective Contribution(s) described herein.

7.0 COMPENSATION AND RELATED MATTERS

7.1 Remuneration Determination

Section 1: Salary

For the 2008-2009 school year, each employee covered by this Agreement shall receive a 4.7% increase from his/her 2007-2008 hourly rate.

For the 2009-2010 school year, each employee covered by this Agreement shall receive a 4.5% increase from his/her 2008-2009 hourly rate.

For the 2010-2011 school year, each employee covered by this Agreement shall receive 4.5% increase from his/her 2009-2010 hourly rate.

For the 2011-2012 school year, each employee covered by this agreement shall receive a 4.5% increase from his/her 2010-2011 hourly rate.

Section 2: All wages are to reflect at least the minimum wage.

Section 3: Newly employed individuals may be placed at a higher rate than the beginning rate, based on experience.

Section 4: Employees will be paid for required job-related courses

Section 5: Wage scales and job classifications:

Job Title	2008-09		2009-10		2010-2011		2011-2012	
	Base	Substitute	Base	Substitute	Base	Substitute	Base	Substitute
Cleaner	\$ 8.50	\$ 8.10	\$ 8.80	\$ 8.40	\$ 9.20	\$ 8.80	\$ 9.70	\$ 9.30
Food Service Helper	\$ 8.10	\$ 7.90	\$ 8.60	\$ 8.40	\$ 9.00	\$ 8.80	\$ 9.50	\$ 9.30
Teacher Aide	\$ 8.90	\$ 8.60	\$ 9.30	\$ 9.00	\$ 9.70	\$ 9.40	\$ 10.20	\$ 9.90
Clerk	\$ 10.40	\$ 10.00	\$ 11.00	\$ 10.60	\$ 11.40	\$ 11.00	\$ 11.90	\$ 11.50
Typist	\$ 10.40	\$ 10.00	\$ 11.00	\$ 10.60	\$ 11.40	\$ 11.00	\$ 11.90	\$ 11.50
AV Coordinator	\$ 8.90	\$ 8.60	\$ 9.30	\$ 9.00	\$ 9.70	\$ 9.40	\$ 10.20	\$ 9.90
Bus Driver	\$ 10.40	10.30 \$ 10.00	\$ 11.00	\$ 10.60	\$ 11.40	\$ 11.00	\$ 11.90	\$ 11.50
Bus Monitor	\$ 8.90	\$ 8.60	\$ 9.30	\$ 9.00	\$ 9.70	\$ 9.40	\$ 10.20	\$ 9.90
Custodian	\$ 11.00		\$ 12.00		\$ 13.00		\$ 14.00	
Mechanic	\$ 13.50		\$ 14.50		\$ 15.50		\$ 16.50	
Maintenance	\$ 13.50		\$ 14.50		\$ 15.50		\$ 16.50	
School Nurse	\$ 15.00	\$ 14.50	\$ 15.50	\$ 14.50	\$ 16.00	\$ 15.00	\$ 16.50	\$ 15.50

7.2 Overtime

Employees will be paid one and one-half times their hourly rate for any time worked in excess of forty contract hours in any one week. Overtime requiring additional compensation must have the prior approval of the Superintendent, except in the case of an emergency in which case the Superintendent should be informed as soon as possible. The District shall endeavor to divide overtime as equally as possible among regular employees who are qualified and willing to perform the overtime required. Benefit time used during the 40 work hours in any one week will not be counted towards the 40 hour work week in determining eligibility for overtime pay. For cleaners, custodians, and maintenance workers, the overtime list will be posted in the Superintendent of Building & Grounds office.

7.3 Call-In Pay

Any employee, except substitutes, called in to work prior to coming to work or after leaving work shall be paid not less than two hours pay at his/her respective overtime rate in accordance with Article 7.2.

7.4 Promotions

Employees who switch job titles shall be paid according to the wage scales listed in 7.0 Compensation and Related Matters, Section 5.

7.5 School Nurse

The District will reimburse the nurse for fees incurred in renewal of the New York State Registered Professional Nurse license and re-certification for the National Board for Certification of School Nurses.

7.6 Holiday Pay

Employees who work on holidays, as listed below, will be paid at one and one-half (1 ½) times their hourly rate.

- | | |
|------------------|-----------------------------|
| Labor Day | Christmas Day |
| Columbus Day | New Year's Day |
| Veterans' Day | Martin Luther King, Jr. Day |
| Thanksgiving Day | Presidents' Day |
| | Memorial Day |
| | Independence Day |

7.7 Fingerprinting

It is agreed by and between the parties that the following provision will apply in regards to fingerprinting.

- 1) Newly hired employees (those hired after July 1, 2001) will be fingerprinted as per the fingerprinting requirement of the SAVE legislation (Chapter 180 of the Laws of 2000).
- 2) The total cost of the fingerprinting fee shall be paid by the new employee.
- 3) The Alfred-Almond Central School District will reimburse the total cost of the fingerprinting fee to each employee after completing sixty (60) work days of employment in the District.

8.0 DURATION

8.1 Duration

Section 1: This Agreement and any written amendments made and annexed hereto shall continue in full force and effect July 1, 2005 to June 30, 2008.

Section 2: Notwithstanding, **Article 8.1 - Duration Section 1,** the parties agree that at any time prior to the expiration of this Agreement the District may request negotiations for the purpose of changing the insurance carrier for health insurance (**Article 6.1 - Health Insurance**) and such request for negotiations shall be granted.

Section 3: The District and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

Section 4: This document constitutes the entire Agreement between the parties and no verbal statement or other Agreement, in whatever form, except as an amendment to this Agreement in written form and annexed hereto as mutually agreed upon and specifically designated as an amendment to this Agreement, shall supersede or vary any of the provisions herein contained.

8.2 Signatures

IN WITNESS, WHEREOF, the hereto have hereunto set their hands and seals this

25 day of JUNE, 2008.



Superintendent of Schools
Alfred-Almond Central School



President
Alfred-Almond Support Staff Association

Alfred-Almond Support Staff Association

Disability Leave Request Form

Date _____

Name _____

Address _____

Phone _____

Nature of Disability _____

Dates of Leave _____ to _____
(Begin) (End)

Appendix

Alfred-Almond Central School

GRIEVANCE FORM

- 1) Name of Employee _____
- 2) Job Description Title _____
- 3) Building _____
- 4) Article of Contract being grieved _____

- 5) Time and date grievance occurred _____
- 6) Place where the alleged events or conditions constituting the grievance

- 7) If known, the identity of the person or persons responsible for causing such events
or conditions _____
- 8) General statement of the grievance _____

- 9) Settlement desired _____

- 10) Date _____ Signature of Employee _____
- 11) Disposition of Grievance _____

- 12) Date _____ Signature _____
(Board of Education Representative)

Certification of Health Care Provider
(Family and Medical Leave Act of 1993)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



(When completed, this form goes to the employee, Not to the Department of Labor.)

OMB No.: 1215-0181
Expires: 07/31/07

1. Employee's Name

2. Patient's Name (If different from employee)

3. Page 4 describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition¹ qualify under any of the categories described? If so, please check the applicable category.

(1) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____, or None of the above _____

4. Describe the medical facts which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories:

5. a. State the approximate date the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's present incapacity² if different):

b. Will it be necessary for the employee to take work only intermittently or to work on a less than full schedule as a result of the condition (including for treatment described in item 6 below)?

If yes, give the probable duration:

c. If the condition is a chronic condition (condition #4) or pregnancy, state whether the patient is presently incapacitated² and the likely duration and frequency of episodes of incapacity²:

¹ Here and elsewhere on this form, the information sought relates only to the condition for which the employee is taking FMLA leave.

² "Incapacity" for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular duty activities due to the serious health condition, treatment therefor, or recovery therefrom.

6. a. If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments.

If the patient will be absent from work or other daily activities because of treatment on an intermittent or part-time basis, also provide an estimate of the probable number of and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any:

b. If any of these treatments will be provided by another provider of health services (e.g., physical therapist), please state the nature of the treatments:

c. If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):

7. a. If medical leave is required for the employee's absence from work because of the employee's own condition (including absences due to pregnancy or a chronic condition), is the employee unable to perform work of any kind?

b. If able to perform some work, is the employee unable to perform any one or more of the essential functions of the employee's job (the employee or the employer should supply you with information about the essential job functions)? If yes, please list the essential functions the employee is unable to perform:

c. If neither a. nor b. applies, is it necessary for the employee to be absent from work for treatment?

8. a. If leave is required to care for a family member of the employee with a serious health condition, does the patient require assistance for basic medical or personal needs or safety, or for transportation?

b. If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery?

c. If the patient will need care only intermittently or on a part-time basis, please indicate the probable duration of this need:

Signature of Health Care Provider

Type of Practice

Address

Telephone Number

Date

To be completed by the employee needing family leave to care for a family member:

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

Employee Signature

Date

A "Serious Health Condition" means an illness, injury impairment, or physical or mental condition that involves one of the following:

1. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity² or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

(a) A period of incapacity² of more than three consecutive calendar days (including any subsequent treatment or period of incapacity² relating to the same condition), that also involves:

- (1) Treatment³ two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
- (2) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment⁴ under the supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

4. Chronic Conditions Requiring Treatments

A chronic condition which:

- (1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
- (2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- (3) May cause episodic rather than a continuing period of incapacity² (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of Incapacity² which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of Incapacity² of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

This optional form may be used by employees to satisfy a mandatory requirement to furnish a medical certification (when requested) from a health care provider, including second or third opinions and recertification (29 CFR 825.306).

Note: Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

³ Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

⁴ A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves, or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

Public Burden Statement

We estimate that it will take an average of 20 minutes to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THIS OFFICE; IT GOES TO THE EMPLOYEE.