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Attica Central School District And
Attica Central Clerical Staff Unit

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ATTICA CENTRAL SCHOOL DISTRICT

C O N T R A C T

BETWEEN THE CLERICAL UNIT

AND THE BOARD OF EDUCATION

JULY 1, 1995 THROUGH JUNE 30, 1998

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

JUL 24 1996

OFFICE OF THE CHAIR

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POLICIES OF THE BOARD OF EDUCATION

RECRUITMENT & SELECTION

- 1) The Superintendent shall recommend to the Board of Education the best available candidates for positions as clerical personnel.
- 2) Recommendations for appointments to the positions for clerical duties shall be made from eligible lists provided by the Wyoming County Civil Service Commission.

APPOINTMENT

- 1) The time, place, and conditions of employment shall be assigned by the Superintendent. The duties for each of the clerical personnel shall be clearly defined.
- 2) Civil Service employees shall be granted a probationary period of not less than eight (8) nor more than twenty-six (26) weeks. The Board of Education has specified 3 months or 6 months.

EVALUATION

- 1) The Superintendent shall cause reports on the performance of clerical employees who are appointed under Civil Service Examinations to be made at the midpoint of the probationary period, at the end of the probationary period, and annually thereafter.

ARTICLE I

GRIEVANCE PROCEDURE

The Board of Education of the Attica Central School District does hereby establish and adopt the following procedures for settlement of grievances of members of the Clerical Staff of the Attica Central School District to be effective July 1, 1977, in compliance with Article 16 of the General Municipal Law.

Section 1 -- Purpose

The Board and the Clerical Staff agree that it is advisable to have an orderly, clearly defined procedure to resolve differences which may arise from an alleged violation of the provisions of this agreement or the interpretation or application thereof. This procedure is established so that such grievances may be resolved promptly, in an equitable manner, and without coercion, restraining, or reprisal.

Section 2 -- Definitions

A grievance is any claimed violation, misinterpretation, or application of the terms of the Agreement, but shall not include any matters that are otherwise reviewable pursuant to law or any rule or regulation having the force or affect of law, nor shall the denial of re-employment or tenure be construed as a grievance.

- a) An employee is any person in the Service Unit covered by this Agreement.
- b) The aggrieved party shall mean the employee who submits a grievance.
- c) The term days shall mean scheduled working days.

Section 3 -- Representation

The aggrieved party has the right to represent herself and/or to be represented at any level of the proceedings by any person or any organization of her choice.

Section 4 -- Procedures

Level 1--Within three (3) days after the occurrence of the grievance, the aggrieved party shall orally and formally discuss the grievance with his/her immediate supervisor. If the grievance is not satisfactorily resolved at this time, the grievant may formally file a written grievance with his/her immediate supervisor and with the Superintendent of Schools within five (5) days after occurrence of the grievance. Such statement shall set forth the specific nature and details of the grievance, including the specific article and section of the Agreement alleged to have been violated, misinterpreted, or inequitably applied as to the aggrieved party, the specific acts upon which the grievance is based, and the remedy sought by the aggrieved party. Within three (3) days after receipt of the written grievance, the immediate supervisor shall provide the employee with his/her written determination concerning the grievance.

Level 2--If the aggrieved party is unsatisfied with the results of Level I, within two (2) days after determination has been made at that level, a copy of the written statement submitted at Level 1 and the answer received are to be filed with the Superintendent. Within five (5) days after their receipt, the Superintendent will hold an informal hearing with the aggrieved party, her representative, if any, and the immediate supervisor present. Both parties may present oral and/or written statements supporting their positions in the case. The Superintendent shall, within five (5) days after he declares the informal hearing to be closed, render a written decision.

Level 3--If the grievance remains unresolved following the written decision of the Superintendent at Level 2, and if the aggrieved party wishes to pursue the matter further, he/she must, within two (2) days after receipt of this written decision, submit in written form, a request for final review and determination by the Board of Education. All written statements and records concerning the grievance will be submitted to the District Clerk.

The Board of Education will, within 30 days of receipt of the grievance, review the grievance in a hearing at which the aggrieved party may appear, and shall render its decision within 30 days following such hearing.

The decision of the Board of Education will be final and binding.

ARTICLE II

LEAVES OF ABSENCE

- A. Annual paid leave shall accumulate at the rate of 1 1/2 days per month of employment commencing July 1, 1995.
- B. All full-time clerical personnel regularly employed by the District shall be entitled to eighteen (18) days of leave per year accumulative to a total of one hundred eighty (180) days.
- C. A clerical employee shall notify his/her immediate supervisor of the need to use such leave as soon as practicable.
- D. Annual paid leave time may be used for personal or family illness, personal or emergency reasons, but shall not be used for vacation purposes.

- E. Employees who work between twenty-five (25) hours and forty (40) hours per week shall accumulate and be granted leave on a pro-rated basis, according to the number of hours worked until such employee accumulates eighteen (18) days. After accumulating eighteen (18) days, leave days will be granted at the beginning of each work year. This will continue as long as the employee has a reserve of eighteen (18) days.
- F. An employee shall, upon return to work from a leave of absence, sign the appropriate form furnished by the District indicating the day and date of absence and initialed or signed by their immediate supervisor.
- G. Employees who wish to be absent from work for not more than five (5) working days without pay, shall submit a request to their immediate supervisor. Granting of this absence from work requires approval of the immediate supervisor and the Superintendent of Schools.
- H. See Article VIII--Health Insurance, Subsection N, for information regarding payment for unused annual paid leave to be applied toward payment of health insurance premiums.

ARTICLE III

BEREAVEMENT LEAVE

Bereavement leave of up to five (5) days per incident will be granted for the death of a mother, father, husband, wife, children, brother and/or sister, grandparent, grandchild, related by blood or marriage or legal adoption, and up to three (3) days for an aunt, uncle, niece, nephew related by blood, marriage, or legal adoption of any person living in the staff member's immediate household. There will, however, be a limitation of three (3) such leaves in any school year. This leave is in addition to the eighteen (18) leave days. The Superintendent of Schools will grant extra paid bereavement days when warranted. Annual paid leave can be used after bereavement days are exhausted.

ARTICLE IV

MATERNITY LEAVE AND CHILD-REARING LEAVE

A. Maternity Leave

1) Maternity leave is defined as a leave of absence granted to a unit member during the period she is incapable of performing duties due to a pregnancy.

2) A unit member who is pregnant shall give written notice thereof to her immediate supervisor as soon as practicable after she becomes aware of her pregnancy. Such notice shall be accompanied by a statement from her attending physician which states the anticipated date of delivery. The School District may require a verification of the member's ability to perform her duties from her physician at any time during the pregnancy.

3) The maternity leave shall begin when the unit member has

become physically incapable of performing her duties. Maternity leave will end when the unit members condition, as verified by a statement from her physician, is such that she is able to perform her duties.

4) If the unit member begins a child-rearing leave prior to the time when a maternity leave is available, she shall not be eligible for maternity leave.

5) The District may require a verification of the unit members ability to perform her duties from her physician at any time during the pregnancy.

6) If the unit member returns to work from a maternity leave as soon as her condition permits her to perform her full duties, she shall be entitled to return to her former position, or, if that position is not available, a comparable position for which she is qualified.

7) At any time during the pregnancy or before a unit member returns to work following a leave granted pursuant to this section, the member may be examined by a physician representing the District.

8) Pregnancy related physical disabilities will be treated the same as any other physical disability or illness.

9) Annual paid leave may be utilized during maternity leave. A unit member shall be paid full salary and benefits to the full extent of the unit member's accumulated leave. Upon the expiration of annual leave credit, the employee will be on a maternity leave without pay.

B. Child-rearing Leave

1) Child-rearing leave is defined as a leave of absence without pay granted to a unit member after she has become pregnant for the purpose of preparing for her child and/or caring for her child.

2) A unit member who is pregnant shall give written notice thereof to her immediate supervisor as soon as practicable after she becomes aware of her pregnancy. Such notice shall be accompanied by a statement from her attending physician which states the anticipated date of delivery.

3) Not later than the sixtieth (60th) consecutive day prior to the date she desires to begin leave, she shall give written notice to her immediate supervisor stating the time she would like to begin such leave and the time she would desire to return. This notice shall be accompanied by a statement from her attending physician which states that the unit member's condition is not expected to interfere with full performance of her duties until the leave commences. The District may require a verification of the unit member's ability to perform her duties from her physician at any time during her pregnancy.

4) If the unit member takes a child-rearing leave prior to the time when a maternity leave is available, she shall not be eligible for maternity leave.

5) A unit member may take a child-rearing leave of up to eighteen (18) months. He/she shall be entitled to return to her/his former position. The eighteen (18) months begins on the first day of the child-rearing leave.

6) At any time during the pregnancy or before a unit member returns to work following a leave granted pursuant to this section, the unit member may be examined by a physician representing the District.

7) No salary benefits or fringe benefits may accrue or be utilized by a unit member on a child-rearing leave, nor may leave time be utilized during such leave period.

ARTICLE V

COURT OR JURY LEAVE

A. Any employee called for jury duty and/or required to serve on a jury or be a witness, shall be allowed her full pay as an employee of the Attica Central School, less the amount allowed for services on the jury, with the employee retaining any mileage fee received. This applies to those days and hours where jury duty causes an absence from the employee's duties as an employee of the Attica Central School District. The accepted method for compliance is for the employee to endorse the check received for the jury duty to the Attica Central School District depositing the same with the Treasurer of the Board. The salary check in full will then be allowed and retirement contributions will be protected.

ARTICLE VI

PAID HOLIDAYS

When a paid holiday falls on a weekend, a day in lieu of the paid holiday will be granted.

Paid Holidays are as follows:

Independence Day	Day before Christmas
Labor Day	Christmas Day
Columbus Day	New Year's Day
Veteran's Day	Martin L. King Birthday
Day before Thanksgiving	President's Holiday
Thanksgiving	Good Friday
Day after Thanksgiving	Memorial Day

ARTICLE VII

VACATIONS

A. Required Service

After one year from anniversary date of employment--1 week
2 years, 3 years, and 4 years of full employment--2 weeks
5 years through 14 years of full employment--3 weeks
15 years or more of full employment--4 weeks

B. Employees shall become eligible for vacation on the anniversary date of their employment.

C. Vacations shall be scheduled at the discretion of the employer, provided that where a conflict exists as between employees, the employer shall consider the employee's length of service in scheduling his/her vacation.

D. In the event of termination of service or retirement, an employee shall be paid for all unused vacation for that year and pro-rated for each full month she has worked beyond her anniversary date.

E. Each week of vacation which an employee has earned shall be paid at the employee's weekly rate when the vacation is taken.

F. Each employee must secure and prepare a Vacation Request/Approval Form from her immediate supervisor and obtain prior approval of both her immediate supervisor and the Superintendent in scheduling vacation time off.

G. There may be an accumulation of unused vacation time up to a maximum of five (5) days from one year to the next.

H. Unused vacation time may be used as annual paid leave only after all annual paid leave is exhausted. Vacation days cannot be converted to annual paid leave for the purpose of paid up health insurance at retirement.

ARTICLE VIII

HEALTH INSURANCE

A. The District shall make available to all Clerical Staff Members hired prior to 7/1/95 BC 4/B/C Select 90 (including Rider 21) for single persons or BC 6/BC 6 BC Select 91, (including Rider 21) for family coverage subject to the provisions of Section F of this Article. Coverage shall also include the Prescription Drug Rider (\$3.00 co-pay), single or family, according to the members basic Blue Cross coverage. Should the health insurance carrier change during the life of this contract, Article VIII will be rewritten. New employees hired after 7/1/95 will pay a percentage of this health insurance premium. The percentage will be equal to the percentage paid by other units but not more than 10 percent. Employees hired prior to 7/1/95 who drop the insurance and then subsequently reimplement it, are not subject to any premium reimbursement.

B. Every attempt will be made to eliminate double coverage on all BC policies.

C. The District shall provide Major Medical coverage under the terms of the BC Policy. Any adjustment in benefits upward or downward must be agreed to by both parties. Any increased premiums required for this additional coverage shall be borne equally by the District and each staff member covered by this policy through P/R deductions. The District agrees to provide BC Rider 8.

D. Any staff member who is covered under BC 4 or 6 and BC Select 90 or Select 91, any part of the cost of which is paid by another employer, shall not be eligible for coverage under the plans provided by this Article. Staff members who are covered under another type of health insurance are encouraged not to apply for health insurance under this Article if such plan has benefits comparable to those provided by the District. Any staff member whose spouse is employed by the Attica Central School District shall not be eligible for separate health insurance under this Article provided their spouse has family coverage pursuant to this Article.

E. In those cases where a member or spouse attains the age of 65, the District shall provide 65+ BC and Medicare, A and B, if such staff member is covered by Medicare provided that the cost of such program shall not exceed the amount paid by the District for coverage under the health insurance plan provided for in this Article for which the staff member would otherwise be entitled under this Article, shall be borne by the staff member through P/R deduction.

F. Eligible staff members who will be returning to the school system for the following year shall be covered under the above insurance plans for the months of July and August.

G. Those eligible staff members joining the Attica Central School District for the first time on July 1 or September 1, who wish to obtain such coverage, must, not later than July 20 or September 20 complete and transmit to the business office the necessary application forms. Coverage is not automatic. Coverage shall become effective as of July 1 or September 1. Eligible new staff members joining Attica Central School District for the first time later than July or September 1, who wish to obtain such coverage, must, within 30 days after the date of employment, complete and transmit to the business office the necessary application forms. Coverage shall become effective as of the date of employment.

H. Any covered staff member must report to the business office within 30 days of its occurrence, any change in marital status or the death of a spouse.

I. Any covered staff member whose service with the Attica Central School terminates during or at the end of the school year, is entitled to continued coverage one month beyond the last month of active employment in the Attica Central School.

J. Those eligible staff members who elect not to be covered should so notify the business office in writing. Any employee wishing to drop health insurance will be reimbursed \$500.00 for a Family Plan. Should the Non-Teaching Association or the Teachers Association settle for a higher amount, this stipend will be changed accordingly to the same as the other group's stipend.

K. Those eligible staff members who are transferring from coverage under another Blue Cross Policy who wish to be covered by the Attica Central School's policy will be entitled to immediate coverage if not later than ten (10) days after employment by the school, the staff member completes and transmits to the business office the necessary application forms.

L. Staff members currently covered under the group insurance program may continue the coverage after retirement at the rate of the premium assigned by the carrier. Premiums for coverage of staff members after retirement shall be paid in full by the retired staff member except as provided under Article XII of the Agreement.

M. For health benefits after retirement, see Article IX Retirement.

N. Payment of \$50 for unused sick leave up to 180 days at retirement at age 55 or over with 20 years of service in the District to be used exclusively for the payment of health insurance premiums will be granted.

O. Any unit member may participate in the Dental Insurance Plan if the member pays the total cost for such insurance.

ARTICLE IX

RETIREMENT

A. Effective October 4, 1997, the Board adopted the fully paid New York State Employees' Retirement System Plan commonly referred to as the "New Career Retirement Plan" (Section 74-I) for all employees who are bonafide members of said system.

B. Unused annual paid leave days may be used toward retirement under the provisions of Section 41-J of the New York State Employees' Retirement System, defined as optional coverage.

C. Anyone accumulating 350 sick days at the age of 55 or over, who retires at this time, will have health insurance paid by the District for life. For calculation purposes only, everyone working before fifteen (15) days were granted per year, will be credited with additional days to bring them to a total of 15 days per year for those previous years. These days may not be used as actual sick time, they are used only for equalization to be counted toward 350 accumulated sick days which provides life-time payment of all Health Insurance provided by the District at the time of retirement. This would not apply to anyone hired after July 1, 1992.

D. Any employee covered by this agreement who retires at 55 or over with 20 years of service to Attica Central School will be eligible for 1/10 of his/her annual salary. Any employee covered by this agreement with 25 years of service to Attica Central School regardless of age, who retires, will be eligible for 1/10 of his/her annual salary.

E. Any unit member who retires prior to age 55, with 25 years of service to Attica Central Schools, must pay their own health insurance from the time of their early retirement until age 55 at which point they would begin to use their previously vested amount towards health insurance.

ARTICLE X

CREDIT UNION AND PAYROLL DEDUCTION

A. The Board of Education shall authorize payroll deductions for those clerical employees who desire to deposit savings funds with the Tonawanda Valley Federal Credit Union.

B. Payroll deductions will be in effect for the total year beginning with the first payroll in July and ending with the last payroll in June of each year.

C. Form CTFCU-71 will be used by a clerical employee to authorize the Board of Education to legally deduct the specified amount selected in equal installments over the twelve months.

D. It will be the responsibility of each individual employee to present completed form CTFCU-71 to the Board Business Office by the last payday in June of the school year immediately preceding the school year in which the employee initiates Form CTFCU-71.

E. A copy of the credit union payroll deduction form to be used is obtainable from the Business Office.

ARTICLE XI

WORKING DAY

A. The regular working day shall not be more than seven and one-half hours in length for the member of this unit. The work week shall be composed of thirty-seven and one-half hours for the members of this unit. Hours in excess of this shall command overtime pay.

B. Summer hours are 8:00 a.m. to 3:00 p.m. with one-half hour for lunch.

ARTICLE XII

SNOWDAYS

A. If the Superintendent of Schools declares the school system to be closed for a day or days as a result of inclement weather or other emergency, the clerical employees are not expected to report to work and they will not be expected to claim the day or days to be deducted from their available accumulated leave days.

B. If the immediate supervisor requests his/her secretary to come in, weather permitting, equal time will be granted upon approval of immediate supervisor at a later date.

ARTICLE XIII

CHRISTMAS AND EASTER RECESS

A. Office personnel are required to report for work during the regular Christmas and Easter recesses.

B. The employee's immediate supervisor may, at his/her discretion, grant to the employee paid time off during such recesses. The extent, if any, of such paid time off shall be at the discretion of the employee's immediate supervisor. However, all main offices in all buildings will have coverage during the recesses.

C. Due to the fact that Prospect Elementary has only one secretary in the building, it will be necessary to have a substitute cover during the recess if both the principal and the secretary will be absent. This applies to the Prospect building only.

ARTICLE XIV

CLERICAL WAGE SCHEDULE

A. For a three year contract; 4% for 1995-96, 4% for 96-97, and 4% for 97-98, based on individual salaries.

B. It is agreed that any new employee hired who is affected by this agreement shall not make a higher wage than the lowest paid employee within the same Civil Service Classification.

C. All employees hired after 7/1/95 shall have a base rate of at least:

95-96	\$7.00 per hour
96-97	\$7.28 per hour
97-98	\$7.57 per hour

ARTICLE XV

LONGEVITY PAY

A. All clerical personnel will be eligible for longevity pay as follows. These amounts are cumulative--
\$150--at the end of 10 years of service
\$300--at the beginning of 15 years of service
\$500--at the beginning of 20 years of service
\$500--at the beginning of 30 years of service

B. Eligible employees may select the method of payment; bi-weekly, monthly, lump sum, or in two equal payments.

ARTICLE XVI

CHANGE IN POSITIONS

A. No twelve month clerical position covered under an existing contract may have length of employment decreased from 12 months to 10 months unless the clerical unit is notified of impending change and the person in question has an opportunity to justify the position.

ARTICLE XVII

AGREEMENTS BETWEEN PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATIONS (Section 204-a)

A. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type no smaller than the largest type used elsewhere in such Agreement:

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

B. Every employee organization submitting such a written agreement to its members for ratification shall publish such notices, include such notice in the documents accompanying such submission, and shall read it aloud at any membership meeting called to consider such ratification.

C. Within sixty days after the effective date of this act, a copy of this section shall be furnished by the Chief School Officer of each public employer to each public employee. Each public employee employed thereafter, shall, upon such employment, be furnished with a copy of the provisions of this section.

ARTICLE XVIII

PREEMPTORY PROVISIONS

A. This Agreement shall constitute the full and complete commitments between both parties and shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

B. If any provision of this Agreement shall be found contrary to law, then such provisions shall be deemed invalid except to the extent permitted by Law. All other provisions shall continue in full force and effect.

C. All rights, powers, and authority which the Board has prior to entering into this Agreement are retained by the Board except as those rights that are expressly and specifically limited by this Agreement. The failure to enumerate such retained rights shall not be construed as a waiver of any such right, power, or authority.

ARTICLE XIX

DURATION

A. With respect to this Agreement, the parties agree that all proposals to be considered have been discussed during negotiations leading to this Agreement; and therefore, agree that negotiations will not be reopened by either party prior to March 1, 1998.

ARTICLE XX

SIGNING AGREEMENT

This Agreement is made and entered into on the 12th day
of December, 1995, by and between the Chief School
Administrator and the Representatives of the Clerical Staff.
The terms and conditions of this agreement are retro-active to
July 1, 1995.

BY: Donna L. Johnson
Representative, Attica Central Clerical Staff

BY: Carla M. Krawczyk
Representative, Attica Central Clerical Staff

BY: Edward A. Stone
Superintendent of Schools