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BC | 5299

CONTRACTUAL AGREEMENT

**The Superintendent of Schools
Hornell City School District**

and

**The Hornell Employees Support Staff Association
Hornell, New York**

July 1, 2005 - June 30, 2008

805

ARTICLE 1 - RECOGNITION	1
§ 1.1 Recognition.....	1
ARTICLE 2 - DEFINITIONS	1
§ 2.1 Definitions.....	1
ARTICLE 3 - DUES DEDUCTION	1
§ 3.1 Dues deduction	1
§ 3.2 Dues equivalency.....	1
ARTICLE 4 - JOB DESCRIPTIONS	2
§ 4.1 Job descriptions	2
ARTICLE 5 - WORKING CONDITIONS	2
§ 5.1 Length of work year.....	2
§ 5.2 Job openings.....	2
§ 5.3 Bus drivers and extra assignments.....	2
§ 5.4 Absences.....	3
§ 5.5 Substitutes.....	3
ARTICLE 6 - WAGE PROVISIONS	4
§ 6.1 Minimum starting wages.	4
§ 6.2 Credit for prior experience.	4
§ 6.3 2003-04 salary arrangement.	4
§ 6.4 2004-05 salary arrangement.	4
§ 6.5 Annualized salaries.	4
§ 6.6 Annual report.....	4
§ 6.7 Overtime.....	4
§ 6.8 Payday - number of checks per year.....	4
§ 6.9 Night shift differential.....	5
§ 6.10 Banquet pay rate.....	5
§ 6.11 Extra pay calculations for drivers.....	5
§ 6.12 Show-up pay.....	5
§ 6.13 Stipend for noon-time run and bank run.....	5
§ 6.14 IRS Section 125	6
§ 6.15 Stipend for cafeteria crew chiefs.....	6
ARTICLE 7 - SENIORITY	6
§ 7.1 Seniority defined.....	6
§ 7.2 Layoff - reduction in hours worked.....	6
§ 7.3 Recall rights.....	6
§ 7.4 Right of Refusal.....	6
ARTICLE 8 - HEALTH INSURANCE	7
§ 8.1 Eligibility.....	7
§ 8.2 Plan.....	7
§ 8.3 Premium payment.....	8
§ 8.4 Payment in lieu of insurance.....	8
§ 8.5 Insurance committee.....	8
§ 8.6 Insurance coverage for retirees.....	9
ARTICLE 9 - DENTAL INSURANCE	9
§ 9.1 Eligibility.	9
§ 9.2 Plan.....	9
§ 9.3 Premium payment.....	9

ARTICLE 10 - SICK LEAVE	9
§ 10.1 Sick leave days.....	9
ARTICLE 11 - SICK LEAVE BANK	10
§ 11.1 Bank established	10
§ 11.2 Bank maximum; donation	10
§ 11.3 Borrowing	10
§ 11.4 Committee	10
§ 11.5 Maximum Borrowing.....	10
ARTICLE 12 - PERSONAL LEAVE	10
§ 12.1 Personal Leave.....	10
ARTICLE 13 - BEREAVEMENT LEAVE	11
§ 13.1 Bereavement Leave	11
ARTICLE 14 - PARENTHOOD LEAVE	11
§ 14.1 Eligibility.....	11
§ 14.2 Duration.....	11
§ 14.3 Adoption.....	11
ARTICLE 15 - HEALTH LEAVE	11
§ 15.1 Health leave.	11
ARTICLE 16 - MILITARY LEAVE	11
§ 16.1 Eligibility.....	11
§ 16.2 Duration.....	11
ARTICLE 17 - JURY DUTY	12
§ 17.1 Jury Duty.....	12
ARTICLE 18 - SELECTIVE SERVICE PHYSICAL EXAMINATIONS	12
§ 18.1 Selective Service Physical Examination.	12
ARTICLE 19 - EXTENDED LEAVE	12
§ 19.1 Purpose; length of leave	12
ARTICLE 20 - VACATIONS	12
§ 20.1 Eligibility; vacation schedule	12
§ 20.2 Requests for vacation	12
§ 20.3 Allotment.	12
§ 20.4 Accumulation.....	12
§ 20.5 Holidays.....	13
ARTICLE 21 - RETIREMENT PROGRAM	13
§ 21.1 Retirement plan	13
§ 21.2 Unused vacation at retirement.....	13
§ 21.3 Pay for accumulated sick leave.....	13
ARTICLE 22 - RETIREMENT INCENTIVE	13
§ 22.1 Payment.....	13
§ 22.2 Accumulated unused sick leave.....	13
§ 22.3 Eligibility.....	13
ARTICLE 23 - ASSOCIATION PRIVILEGES	14
§ 23.1 Association days.....	14

ARTICLE 24 - GRIEVANCE PROCEDURES	14
§ 24.1 Purpose	14
§ 24.2 Definition	14
§ 24.3 Submission of grievances	14
§ 24.4 Time limits	14
§ 24.5 Representation	15
§ 24.6 Procedure; step 1	15
§ 24.7 Procedure; step 2	15
§ 24.8 Procedure; step 3	16
§ 24.9 Time restraints	16
§ 24.10 No reprisals	16
§ 24.11 Confidentiality	16
§ 24.12 American Arbitration Association	17
ARTICLE 25 - DISCIPLINE	17
§ 25.1 Employee resignation	17
§ 25.2 Termination of services	17
§ 25.3 Warning notice	17
§ 25.3 Civil Service Law	17
ARTICLE 26 - PERSONNEL FILE	17
§ 26.1 Personnel file	17
§ 26.2 Access	17
§ 26.3 Negative or derogatory material	17
§ 26.4 Right to respond	17
ARTICLE 27 - FAMILY MEDICAL LEAVE ACT	17
§ 27.1 Eligibility	17
§ 27.2 Year defined	17
§ 27.3 Insurance coverage	17
ARTICLE 28 - NEGOTIATIONS FOR SUCCESSOR AGREEMENT	18
§ 28.1 Negotiations for Successor Agreement	18
ARTICLE 29 - GENERAL PROVISIONS	18
§ 29.1 Supersession	18
§ 29.2 Reproduction of agreement	18
§ 29.3 Supremacy of agreement	18
§ 29.4 Severability	18
ARTICLE 30 - DURATION	18
§ 29.1 Duration	18
APPENDIX A - GRIEVANCE FORM	19
APPENDIX B - PERSONAL LEAVE FORM (HESSA)	21
APPENDIX C - OVERTIME JOBS BY BUILDING	22
APPENDIX D - LIST OF ARBITRATORS AS OUTLINED IN §8.2	23

ARTICLE 1 - RECOGNITION

§ 1.1 Recognition.

(a) The Board of Education of the Hornell City School District recognizes the Hornell Employees Support Staff Association (HESSA) as the exclusive bargaining agent for the maximum time allowed by Law.

(b) This collective bargaining unit shall include all bus drivers, food service employees, custodial and maintenance employees, school bus monitors, bus mechanic, and A-V technician, excluding those employees designated as managerial/supervisory by the parties.

(c) The Hornell Employees Support Staff Association affirms that it does not assert the right to strike against the employer, and it shall not cause, instigate, encourage or condone a strike.

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

ARTICLE 2 - DEFINITIONS

§ 2.1 Definitions.

(a) The term "Association" means the Hornell Employees Support Staff Association.

(b) The term "Board" means the Board of Education of the Hornell City School District.

(c) The term "Superintendent" means the Superintendent of Schools of the Hornell City School District.

(d) The term "employee" means any person represented by the Hornell Employees Support Staff Association as his negotiating representative in accordance with the recognition specified herein. All articles or parts of articles contained herein shall apply to all unit members unless specified otherwise.

ARTICLE 3 - DUES DEDUCTION

§ 3.1 Dues deduction.

(a) The Superintendent agrees to deduct for the Association, upon submission of a duly authorized payroll deduction card, membership dues at rates established by the Association.

(b) Said payroll deduction authorization will remain in full force and effect until revoked in writing by the employee.

(c) After each pay, the dues collected will be transmitted to the Association together with a listing of all employees for whom dues were deducted and the amount of the deduction.

§ 3.2 Dues equivalency.

(a) It is recognized that the proper negotiation and administration of collective negotiating agreements on behalf of public employees entails expenses to the Association as the exclusive representative of the employees in the bargaining unit and that said expenses shall be shared by all employees in the bargaining unit benefiting from such agreement.

(b) An employee who chooses not to join the Association shall have deductions made from his salary in an amount equivalent to the dues levied by the Association. Said monies shall be deducted from the employee's salary and transmitted to the Association in the manner described in §3.1(a).

ARTICLE 4 - JOB DESCRIPTIONS

§ 4.1 Job descriptions

(a) The District will provide each employee at the time of hire with a Civil Service job description of the position to which they are appointed.

(b) If an employee changes his job classification, the employee shall be given a copy of the job description for the new position prior to commencing the new job.

(c) The duties for all positions represented by the Association shall be governed by the Civil Service Job Description for the position.

ARTICLE 5 - WORKING CONDITIONS

§ 5.1 Length of work year. All ten (10) month employees will be paid for one hundred eighty-four (184) days. This includes one hundred eighty (180) days actually worked and four (4) days for paid holidays. If school is canceled and the students are not in attendance, ten (10) month employees will be excused without loss of pay. If it is determined that it is necessary to make up any day in the school calendar, then the ten (10) month employees will not be paid for the makeup day.

§ 5.2 Job openings. All job openings are to be filled in a timely manner or as soon as possible. A description of the position and qualifications as determined by the Civil Service Commission will be available upon request. Any position not filled within 40 working days will require a discussion/ explanation between the bargaining unit president and the Superintendent of Schools. First consideration will be given to present District employees with the following considerations:

- (a) A change in the entire nature of the job
- (b) Increased or decreased responsibilities
- (c) Quality of work performance
- (d) Length of service
- (e) Civil Service regulations concerning seniority
- (f) The president of the Association will receive a copy of all job openings and will be notified of all appointments.

§ 5.3 Bus drivers and extra assignments.

(a) A regularly assigned bus driver [except as indicated in (b)] may ask his/her immediate supervisor to be included on any or all lists:

- (1) Day list: Any trip that will return prior to 6:00 PM with the exception of regularly assigned BOCES runs.
- (2) Night list: Any trip that will return at 6:00 PM or later.
- (3) Extra list: Separate lists for overnight trips, district mail runs and miscellaneous assignments which occur when the regular driver is not available.

(b) Articulated personnel (individuals who work in more than one job title) are not eligible for the Day List and Extra List rotation, unless the extra trip doesn't interfere with their regularly scheduled work hours.

- (1) They will only be used for trips on these lists when no available substitute bus driver is available.
- (2) When such an employee is used for an Extra List trip (under an emergency situation ONLY) the employee's immediate supervisor will determine whether or not it is necessary for the employee to make up any missed time for his other job assignment and, if so, how much time needs to be made up.

(c) Assignments for the extra trips will be made from the list(s) in the order that the names appear. Once a driver is assigned to a trip his name will move to the bottom of the list. A driver who refuses to accept an assignment will be deemed to have driven and will have his name moved to the bottom of the list.

(d) Whenever possible, bus drivers will be notified twenty-four (24) hours in advance if they are to be needed for any extra trips.

(e) A substitute driver will be eligible to drive if no regularly assigned driver is available.

(f) Assignments to all extra regular runs occurring during the normal school hours will be made at the discretion of the District subject to the conditions of §7.1 Seniority and are not considered extra assignments.

(g) If a bus driver is available for an extra trip, but his regular run would conflict with taking the extra trip, the District will assign a substitute to the bus driver's run to enable him to take an extra trip.

(h) The District will reimburse bus drivers for the cost of the renewal of the CDL portion of their license.

(i) For any new bus runs for disabled students outside the District, the District may contract with other school districts to provide the transportation services subject to the following conditions.

- (1) The term "new bus run" means a run that has not been in existence in the previous year; and,
- (2) The District will first notify the Association that it intends to establish the new run; and,
- (3) The number of existing bus driver positions and hours has not been decreased; and,
- (4) If the Association requests to open negotiations on the issue, the District agrees to reopen negotiations.

(j) Any school-associated trip that consists of transporting seven (7) or more students will require a bus driver.

§ 5.4 Absences. All employees are to notify their immediate supervisor as early as possible if they expect to be absent from work.

§ 5.5 Substitutes.

(a) Whenever an employee is absent from work, the District will make every effort to hire a substitute as a replacement.

(b) Employees who work full-time in positions other than that of bus driver will only be used as substitute bus drivers during their regularly assigned* work day when all other substitute bus drivers are not available. When such employees are used as substitute bus drivers the following shall apply: The employee's immediate supervisor will determine whether or not it is necessary for the employee to make up any time missed from his regularly assigned job and, if so, how much time needs to be made up.

(c) Any time worked as a substitute bus driver that is outside of his regularly assigned work day will be paid at the substitute driver rate.

**Regularly assigned work week will mean the shift assigned by the District to the position. It is understood that in the case of maintenance personnel that the District may approve changes in shifts on an individual basis to meet special district needs.*

ARTICLE 6 - WAGE PROVISIONS

§ 6.1 Minimum starting wages. Minimum starting wages will be as follows:

<u>TITLE</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Bus Mechanic	\$10.23	\$10.64	\$11.07
A-V Technician	10.23	10.64	11.07
Bus Driver	10.23	10.64	11.07
Bus Monitor	7.26	7.55	7.85
Cleaner	8.91	9.27	9.64
Custodian A/Maintenance A	10.23	10.64	11.07
Custodian B/Maintenance B	9.57	9.95	10.35
Food Service Employee	7.49	7.79	8.10

§ 6.2 Credit for prior experience. At the time of regular appointment to a position, individuals who have substituted for the District for an extended period of time will be given consideration for pay increments over and above starting salary in that job title. A new employee who is granted prior service credit for extended substitute work will not be paid more than an existing bargaining unit member would be earning with the same credited service.

§ 6.3 2005-06 salary arrangement. An employee who was employed in the 2004-05 school year will have his/her 2005-06 salary determined by increasing his/her 2004-05 hourly rate by either four and one-quarter percent (4.25%) or \$.55 per hour (whichever is greater).

§ 6.4 2006-07 salary arrangement. An employee who was employed in the 2005-06 school year will have his/her 2006-07 salary determined by increasing his/her 2005-06 hourly rate by either four percent (4.0%) or \$.55 per hour (whichever is greater).

§ 6.5 2007-08 salary arrangement. An employee who was employed in the 2006-07 school year will have his/her 2007-08 salary determined by increasing his/her 2006-07 hourly rate by either four percent (4.0%) or \$.60 per hour (whichever is greater).

§ 6.6 Annualized salaries. The salaries of each bargaining unit member will be annualized. To annualize the hours of employees working ten (10) months, each employee's daily assigned work hours will be multiplied by one hundred eighty-four (184). The annualized salary will then be divided by the number of pay days selected by the employee to determine his regular biweekly check.

§ 6.7 Annual report. Prior to the start of each employee's work year he will receive a statement from the District with said statement to include:

- (a) hourly rate;
- (b) daily and annualized hours on which annual salary is based;
- (c) annualized salary;
- (d) number of days of accumulated sick leave.

§ 6.8 Overtime.

(a) All employees will be paid at the rate of one and one-half (1.5) times their regular hourly rate for all hours over forty (40) in any given week, provided, however, that neither sick leave days nor vacation

days will be included in the computation for determining the forty (40) hour week. A paid holiday as well as any personal leave days will be counted as time worked.

- (b) Overtime assignments for twelve (12) month employees will be made as follows:
 - (1) A list will be created within each job classification for the assignment of overtime. This list will be created by school building.
 - (2) Any employee within the job classification may request that his name be placed on the list.
 - (3) Assignments for overtime will be made by assigning the first person on the list to the first overtime assignment, etc. Once an employee has received an overtime assignment his name will be rotated to the bottom of the list and the next eligible person will be assigned, etc.
 - (4) In making the overtime assignments every effort will be made to equalize the overtime hours received.
 - (5) If an employee refuses the overtime assignment this refusal will be counted on this term in the rotation schedule.

- (c) Overtime requiring special skills will be made as follows:
 - (1) It is recognized that certain overtime assignments may require special skills and/or knowledge.
 - (2) In those areas where the District and the Association have identified the need for a special skill and/or knowledge, the District may pass over an employee at the time of the list to reach the person possessing the special skill and/or knowledge required for the overtime assignment.
 - (3) If the District bypasses an employee at the top of the rotation list, the employee at the top of the list remains at the top and the employee moved to the top because of a special skill and/or knowledge will move to the bottom of the list.
 - (4) Where "permanent person" is assigned to extra duty, the rotation list will be used for substitute selection under the conditions above.

§ 6.9 Payday - number of checks per year. A payroll calendar will be developed annually and approved by the Board of Education at its Reorganizational meeting.

§ 6.10 Night shift differential. Custodians, cleaners and maintenance personnel will be paid night shift differential of forty-five cents (.45) per hour for those hours actually worked during the night shift hours (3:00 PM to 6:00 AM). If an employee requests a change in hours for personal convenience which then has them working during the night shift, and the District approves the changes in hours, the employee shall not be eligible for the night shift differential for the hours approved by the District. Any employee who starts their workday prior to 6:00 AM, at the request of the District, will be paid at least four (4) hours at night shift differential. Night shift differential will also apply to bus drivers who drive between 5:00 PM and 5:00 AM.

§ 6.11 Banquet pay rate. Food service employees will receive an additional forty-five cents (\$.45) per hour for dinners, banquets, etc. On school days, the banquet rate starts at 2:00 PM and thereafter. Banquet rates will be the same for non-school days.

§ 6.12 Extra pay calculations for drivers. Bus drivers assigned a regular morning or afternoon route will be guaranteed a minimum of two hours for each of the morning and afternoon runs. All extra runs and special trips will be reimbursed for the actual time required rounded off at fifteen (15) minute intervals to the favor of the driver (no driver will be paid double for the same time).

§ 6.13 Show-up pay. Any bus driver called in for a run and then not used is to be paid for two (2) hours. The driver may be assigned work at the bus garage for the additional two (2) hours.

§ 6.14 Stipend for noon-time run and bank run. Full-time (four-hour) bus drivers regularly assigned to a noon-time run will be given a one hundred and five dollar (\$105) stipend payable at the end of the school year for each year of the contract. The district will pay a stipend of \$10/bank run trip with stipends to be paid by the end of January and June.

§ 6.15 IRS Section 125. The District will provide a qualified IRS Section 125 account subject to the following:

- (a) The plan document will be incorporated herein by reference.
- (b) Participation in the account will be voluntary.
- (c) The administrative costs will be borne by the District.
- (d) Employees will be provided with an enrollment form for each year in a timely manner to ensure participation.
- (e) The plan will be modified to reflect a maximum thirty-five hundred dollar (\$3,500) salary deferral for unreimbursed medical expenses.

§ 6.16 Stipend for cafeteria crew chiefs. The stipend for cafeteria crew chiefs for the duration of this contract will be three hundred ninety-five dollars (\$395).

ARTICLE 7 - SENIORITY

§ 7.1 Seniority defined. Except as otherwise required by Civil Service Law, for the purpose of this article seniority shall be defined as the length of continuous service with the District. An employee who is on an unpaid leave for a period up to and including one (1) year will continue to accrue seniority. An absence beyond one year while on an unpaid leave will not accrue seniority.

§ 7.2 Layoff - reduction in hours worked. If the District finds it necessary to reduce the work force, the following shall apply.

- (a) The District will act to eliminate the position(s) or to reduce the hours worked in a specific job classification. In the case of a reduction in hours, the position(s) being reduced will be identified.
- (b) Layoffs or reduction in hours worked within the job classification will be determined on the basis of seniority with the least senior employee being the first affected.

§ 7.3 Recall rights.

- (a) An employee who is laid off shall be placed on a preferred list for recall rights for a period of seven (7) years. Employees on the preferred eligible list shall be offered vacant positions within their job classification as such vacancies occur in the reverse order of layoff.
- (b) If the District restores hours formerly reduced, the additional hours shall be restored to those employees whose hours were cut on the basis of seniority.

§ 7.4 Right of Refusal.

- (a) An employee whose hours were reduced may only refuse once to accept additional hours within his job title. Thereafter, he will be deemed to have waived his seniority rights to a restoration of hours.
- (b) An employee who has been laid off will not have his position on the preferred eligible list impacted by refusing a recall.

ARTICLE 8 - HEALTH INSURANCE

§ 8.1 Eligibility. All employees working twenty (20) or more hours per week are eligible to participate in the health insurance program.

§ 8.2 Plan. The Association agrees that the District may change the health insurance carrier to another provider, including a self-funded consortium or Welfare Trust Plan, subject to the following conditions:

(a) The Association will receive at least a three (3) month advance notification of the District's intent to change providers.

(b) At least two (2) months prior to a change, the Association will be provided with a copy of the proposed new carrier's plan document together with any other pertinent information describing all aspects of the plan.

(c) There will be no loss of benefits or enrollment eligibility for an employee or retired employee as a result of a change in health insurance plans. The District will assume the full responsibility for any such loss.

(d) An employee or HESSA alleging a loss of benefit(s) or enrollment eligibility under the new plan will seek relief in accordance with Article 23 - Grievance Procedures of this agreement.

If the employee or HESSA is unable to resolve the issue with the District within thirty (30) workdays of the filing of the grievance, HESSA may submit the issue to arbitration. For issues concerning loss of benefits or enrollment eligibility under the new plan, an arbitrator will be selected from the permanent panel. The permanent panel of arbitrators (listed in alphabetical order on a rotating list) is listed on Appendix D.

HESSA will notify the arbitrator at the top of the permanent panel rotating list of the need for a hearing by filing a demand for arbitration upon the District with a copy to the designated arbitrator. Once an arbitrator hears a case, his/her name goes to the bottom of the permanent panel rotating list. This process continues each time there is an arbitration. If an arbitrator(s) resigns for the permanent panel rotating list and the parties cannot agree on a replacement(s), HESSA may ask the American Arbitration Association for a list of nine (9) names. HESSA and the District will meet for the purpose of selecting a replacement(s) using an alternative striking process. When HESSA and the District meeting, there will be a coin toss. The winner of the coin toss decides whether they will go first or second in the process of crossing off names from the list of arbitrators provided by the American Arbitration Association. HESSA and the District will alternately cross off names until only one name remains. This name will be added to the permanent panel rotating list. If there needs to be more than one replacement, the process of striking resumes until the remaining eight (8) names following the same procedure.

For the purposes of this article only, the time limits set forth in §23.4(c) for the filing of a grievance are waived. Except as herein specified for the selection of an arbitrator, the parties agree to abide by the rules of the American Arbitration Association.

(e) Notwithstanding any provisions contained herein to the contrary, the District may not change to the following plans without the explicit, prior, written agreement of HESSA.

- (1) A self-funded plan or Welfare Trust Plan that only includes district employees.
- (2) A plan that requires participation in an HMO, PPO or other managed care plan.

(f) The above does not preclude the parties from reopening negotiations if there are differences between the existing policy(s) and the proposed policy(s).

(g) Prescription Co-pays: The co-pay for prescriptions will be three dollar (\$3.00) co-pay for generic drugs and a ten dollar (\$10) co-pay for brand name drugs or the cost of the prescription. Maintenance drugs must be obtained through the mail order program except as follows:

- (1) The maintenance drug is not available through the mail order program, or
- (2) Up to three first-time prescriptions of a maintenance drug may be filled at the retail pharmacy. The co-payment for maintenance drugs will be \$0 for generic; \$10 for brand name.

(h) The co-payment for office visits will be increased from \$5.00 to \$10.00.

§ 8.3 Premium payment.

(a) In 2005-06, the District will pay eight-nine percent (89%) of the premium cost for either a family plan or the individual plan as selected by the employee. The participating employee will pay the remaining eleven percent (11%).

(b) In 2006-07, the District will pay eighty-eight percent (88%) of the premium cost for either a family plan or the individual plan as selected by the employee. The participating employee will pay the remaining twelve percent (12%).

(c) In 2007-08, the District will pay eight-seven percent (87%) of the premium cost for either a family or the individual plan as selected by the employee. The participating employee will pay the remaining thirteen percent (13%).

§ 8.4 Payment in lieu of insurance. If an employee is eligible for insurance coverage but elects not to participate in either the dental or health plan, he will receive an annual stipend of one thousand dollars (\$1,000) in lieu of insurance. Sign-up for payment in lieu of insurance must be done by August 1st of each year (or within 30 days of the initial hire date). Sign-up will require proof that other health insurance exists for the individual. If the employee elects to participate in either plan in any school year, the stipend will be prorated accordingly. The stipend will be paid by voucher check at the end of the school year. Non-participants may be eligible for qualified re-entry.

§ 8.5 Insurance committee. In recognition of the importance of the need for both the District and the Association to cooperatively make every effort to mitigate the escalating cost of health care, the parties agree to establish an insurance committee. The committee will operate under the following guidelines.

(a) Two (2) members of the committee will be appointed by the Superintendent, three (3) will be appointed by the Hornell Educators Association, one (1) will be appointed by the administrators' bargaining unit, and one (1) by the Board of Education. HESSA and the paraprofessional bargaining units will also be entitled to appoint one (1) member of the committee.

(b) The committee will meet as needed provided, however, that there will be at least five (5) meetings per year. The meetings will be held during the workday with release time provided for bargaining unit members.

(c) The committee's charge will include, but not be limited to, an investigation of the following concepts: cost containment, participant education, alternative plans, and wellness concepts.

(d) The committee's recommendations will be submitted to the District and the Association(s) for their approval.

(e) The District will allow the Association's representatives to put the representative from the health care plan on the agenda to provide the committee with a detailed report regarding the participants' utilization as well as to answer questions regarding utilization.

§ 8.6 Insurance coverage for retirees. An employee who is eligible for health insurance coverage prior to retirement may continue to participate in the health insurance plan upon retirement from the District under the following terms and conditions.

(a) The District will pay fifty percent (50%) of the individual health premium and thirty-five percent (35%) of the dependent health premium.

(b) At the time of retirement, the full dollar value of the employee's total accumulated sick leave will be applied to the payment of the retiree's share of the premium until all accrued funds are exhausted. Thereafter, the retiree will be responsible for paying his portion of the premium to the District. For purposes of this provision, the number of accumulated sick leave days referred to in §10.1(c) will not apply.

(c) The value of the credit generated by (b) above need not be immediately used when the employee retires, but this value may be held by the District and drawn from at a later date by the retiree for the costs of participation in the district's health insurance program.

ARTICLE 9 - DENTAL INSURANCE

§ 9.1 Eligibility. Any employee is eligible to participate in the dental insurance plan provided by the District. In order to be eligible for the District paid premium as set forth in §9.3, however, the employee must be working at least twenty (20) hours per week.

§ 9.2 Plan. The dental insurance plan is GHI Preferred.

§ 9.3 Premium payment. For employees hired prior to July 1, 2001, the District will contribute annually ninety percent (90%) of the premium for either the family or the individual plan as selected by the bargaining unit member. For employees hired after July 1, 2001, the District will contribute annually eighty percent (80%) of the premium for either the family or individual plan as selected by the bargaining unit member.

ARTICLE 10 - SICK LEAVE

§ 10.1 Sick leave days

(a) Twelve (12) month employees will receive twelve (12) days sick leave per year. This leave may be used for personal illness or family illness.

(b) Ten (10) month employees will receive ten (10) days sick leave per year. This leave may be used for personal illness or family illness.

(c) Sick leave days will be accumulative to a total of one hundred eighty (180) days except as otherwise provided herein.

(d) Special requests may be filed for allowance of absences for other emergency reasons such as appearance in court, severe storm, and other causes beyond the control of the employee. When allowed, such leave shall be deducted from the employee's accumulated total.

(e) A doctor's certificate for sick leave must be submitted at the request of the Superintendent or School Business Administrator. Such certificates are to be filed with the Superintendent forty-eight (48) hours after the request.

(f) Family sick leave is considered as illness or death in the immediate family. "Immediate family" shall consist of husband, wife, father, mother, legal guardian, brother, sister, corresponding in-laws, uncle, aunt, nephew, niece, first cousin, grandparents, children, and a more distant relative if the same is residing in the employee's home at the time of illness or death.

ARTICLE 11 - SICK LEAVE BANK

§ 11.1 Bank established. In an effort to reduce the hardship experience by an employee obliged to be absent from employment due to illness and/or accident, the District and the Association agree to establish a system-wide sick leave bank subject to the following terms, conditions, and procedures.

§ 11.2 Bank maximum; donation.

(a) Effectively July 1, 2001, the maximum number of days in the sick leave bank will be 260 days.

(b) Effective July 1, 1993, any employee wishing to participate in the sick leave bank will so indicate by completing a "Sick Leave Bank Membership" form. Each newly hired employee will be given the option to join within thirty (30) days of his appointment. Failure to elect to join will be an irrevocable waiver to become a member in the future.

(c) As a condition of joining the sick leave bank an employee will donate one (1) of his accumulated sick leave days to the sick leave bank. Each employee's donated day will be credited in terms of hours equal to the number of hours in his regularly assigned work day. Employees may, on a voluntary basis, donate additional days up to a maximum of three (3) days per year.

§ 11.3 Borrowing. No individual will be entitled to apply for days from the sick leave bank unless:

- (a) all current and accumulated sick, personal and vacation days have been exhausted,
- (b) appropriate medical evidence, if requested by the committee, is provided.

§ 11.4 Committee. A committee shall be established to review and approve requests for use of the bank. This committee shall consist of the Superintendent or his designee, the President of the Association or his designee, and one other member of the Association to be appointed by the President. Requests may be submitted to any member of this committee for approval.

§ 11.5 Maximum Borrowing. The maximum number of sick days an employee may owe to the sick leave bank, pending the committee's approval, will be the equivalent of up to 400 hours or 50 days.

ARTICLE 12 - PERSONAL LEAVE

§ 12.1 Personal Leave.

(a) Three (3) days of personal leave per year will be granted to each twelve (12) month employee with no salary deduction.

(b) Two (2) days of personal leave per year will be granted to each ten (10) month employee who is assigned on a regular basis for four (4) hours or more per day. A third day, if needed, may be taken. However, the third personal day will be deducted from sick leave provided in §10.1 above.

(c) Two (2) days of personal leave per year will be granted to each ten (10) month employee who is assigned on a regular basis for less than four (4) hours per day.

(d) All employees eligible for personal leave as stated in §12.1 (a)(b) and (c) are required to complete the PERSONAL LEAVE FORM attached as Appendix B.

ARTICLE 13 - BEREAVEMENT LEAVE

§ 13.1 Bereavement Leave. Up to three (3) days of bereavement leave will be granted to bargaining unit members in the event of the death of a member's spouse, mother, father, legal guardian, child, sister, brother sister-in-law, brother-in-law, mother-in-law, father-in-law, step-parents or step-siblings, and relative residing with the employee at the time of death. These days shall not be deducted from the member's accumulated sick leave.

ARTICLE 14 - PARENTHOOD LEAVE

§ 14.1 Eligibility. Any employee on permanent appointment or on probationary status is eligible for maternity or paternity leave without pay.

§ 14.2 Duration. Such leave will be granted for a period of not more than two years per pregnancy. Upon return from such leave, the employee shall be restored to an equivalent position he held at the time the leave was granted.

§ 14.3 Adoption. In the event that an employee initiates adoption proceedings, such employee will notify the District of his/her intent to request adoption leave.

(a) The parent shall be granted leave up to two (2) full years without pay.

(b) When an adopting employee is on such leave, the employee will notify the District of his intention to return to work at least sixty (60) days prior to the expiration of the leave.

(c) Upon return from such leave, the employee shall be restored an equivalent position he held at the time the leave was granted.

ARTICLE 15 - HEALTH LEAVE

§ 15.1 Health leave. An employee holding permanent status who, for reasons of health, is advised by his physician to take a period of rest, may be granted up to two (2) years leave without pay for such rest. Upon return from such leave, the employee will be restored to an equivalent position held at the time the leave was granted. A physician's statement will be required both at the commencement and close of such leave.

ARTICLE 16 - MILITARY LEAVE

§ 16.1 Eligibility. Military leave will be granted to an employee who is inducted into or enlists in any branch of the Armed Forces of the United States.

§ 16.2 Duration. Such employee will be entitled to return to a position in the District equivalent to the one he held prior to going on leave and shall not lose any retirement benefits or salary increments which he would have received if he had not taken such leave.

(a) Such leave will not be granted for more than one (1) tour of duty.

(b) Such leave will also be granted to any employee who, because of membership in any military service unit, is called into active duty.

(c) § 15.1 and 15.2 (a) and (b) shall be pursuant to Section 242, 243 of the Military Law, State of New York and Section 31 of the Education Law as the same may be amended from time to time shall govern all military leaves.

ARTICLE 17 - JURY DUTY

§ 17.1 Jury Duty. Employees subpoenaed as witnesses or jurors will be paid the difference between the fees received as such witnesses or jurors and the salary they would have received during the period served as such witnesses or jurors. Such absence will be non-deductible from sick or personal leave.

ARTICLE 18 - SELECTIVE SERVICE PHYSICAL EXAMINATIONS

§ 18.1 Selective Service Physical Examination. The District shall pay any employee ordered to appear for a selective service physical examination his regular daily pay without deduction for sick or personal leave.

ARTICLE 19 - EXTENDED LEAVE

§ 19.1 Purpose; length of leave. Leave time will not be granted during the regular school year, either with or without pay, when the primary purpose is to take a vacation, extend a vacation or holiday period, take another job or otherwise leave one's position when not requested or required to do so. Leave time without pay may be granted upon request to the Superintendent and/or his designee when supported by proper medical evidence, personal reasons, or in the case of an emergency, upon the recommendation of the Superintendent and/or his designee.

ARTICLE 20 - VACATIONS

§ 20.1 Eligibility; vacation schedule. Twelve (12) month employees are eligible for vacation based on the following schedule:

<u>Entitlement*</u>	<u>Number of Days</u>
One (1) year	Earn .83 day per month
Two (2) years	Earn .92 day per month
Three (3) years	Earn 1.0 day per month
Four (4) years	Earn 1.08 days per month
Five (5) years	Earn 1.15 days per month
Six (6) years	Earn 1.25 days per month
Ten (10) years	Earn 1.5 days per month
Fifteen (15) years	Earn 1.67 days per month
Twenty (20) years	Earn 1.83 days per month

*Rounded off to nearest whole day for annual entitlement.

§ 20.2 Requests for vacation. Written requests for vacation time shall be made to the Superintendent of Buildings and Grounds or School Business Administrator with approval of the employee's immediate supervisor. A cooperative effort will be made to coordinate vacation periods with the work requirements. If there is a conflict, vacation will be granted in the order the requests are received.

§ 20.3 Allotment. Twelve (12) month employees' beginning date of employment will be used in computing an employee's total number of eligible vacation days.

§ 20.4 Accumulation. Effective July 1, 2002, an employee may have no more than forty-five (45) days of vacation on the books at any time and shall not be paid for more than thirty (30) days when employment with the District is severed.

§ 20.5 Holidays. The following holidays will be granted to all twelve-month employees. If the holiday falls on a Saturday or Sunday, another day during the year will be selected at the discretion of the administration.

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday or Lincoln's Birthday	Columbus Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day & following Friday
	Christmas Day

ARTICLE 21 - RETIREMENT PROGRAM

§ 21.1 Retirement plan. The District will provide the NYSERS retirement plan 75i together with options 60-b and 41-j.

§ 21.2 Unused vacation at retirement. At the time of retirement, an employee will be paid a lump sum for any accumulated vacation time due.

§ 21.3 Pay for accumulated sick leave. Each eligible retiree will receive a payment for accumulated sick leave at the time of retirement as per the following:

25% of daily wage (not to exceed \$35) x total unused sick leave days.

ARTICLE 22 - RETIREMENT INCENTIVE

§ 22.1 Payment. Any member of the bargaining unit who retires and who meets the eligibility requirements specified in this article shall be paid a lump sum payment. The amount of the payment shall be calculated as 85% of the starting salary for the employee's job classification. This calculation will be made for the hours per day per year worked by the employee at the time of retirement. The retirement incentive payment shall be paid on or before December 31 of the calendar year in which the employee retires.

§ 22.2 Accumulated unused sick leave. In addition to the retirement incentive as noted in §21.1, each eligible retiree will receive a payment for accumulated unused sick leave as described in §20.3.

§ 22.3 Eligibility. In order to be eligible for this benefit, a bargaining unit member must:

(a) have worked in the district at least ten (10) years.

(b) retire the year he becomes eligible under the regulations of the New York State Employees' Retirement System. The term "first eligible" will mean the year in which the employee is entitled to collect his retirement benefit without a reduction in his benefit calculation. An employee who is qualified to receive NYSERS pension at a reduced rate, may waive his/her right to extend his/her retirement date until he/she begins "first eligible."

(c) notify the Superintendent of his intended retirement date at least sixty (60) days in advance of the effective date of retirement.

ARTICLE 23 - ASSOCIATION PRIVILEGES

§ 23.1 Association days. The Association will be granted up to five (5) days leave with pay to conduct Association business. At least twenty-four hours notice must be given in order to use this leave.

ARTICLE 24 - GRIEVANCE PROCEDURES

§ 24.1 Purpose. It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedent in a later grievance proceeding.

§ 24.2 Definition.

(a) "Grievances" are defined as any dispute concerning the interpretation or application of or compliance with any of the provisions of this agreement.

(b) An "aggrieved party" is an employee who submits a grievance or the Hornell Employees Support Staff Association.

(c) "Association" as used herein shall mean the Hornell Employees Support Staff Association.

(d) The term "supervisor" and "Superintendent" as used herein shall mean such person or any such person properly designated and appointed by such official to act in his stead.

§ 24.3 Submission of grievances.

(a) Prior to proceeding to the second step of the grievance procedure, the aggrieved party must attempt to resolve the grievance informally.

(b) Grievance not resolved informally must be submitted in writing on the form attached as Appendix A. The grievance submission form shall include the following:

- (1) The identity of the aggrieved person(s).
- (2) The provision of this agreement involved in the grievance.
- (3) The time when the grievance occurred.
- (4) The place where the alleged events or conditions constituting the grievance existed.
- (5) The identity of the person(s) responsible for causing such events/conditions, if known.
- (6) General statement of the grievance and redress sought by the aggrieved party.

§ 24.4 Time limits.

(a) The time limits specified in the grievance procedure will be considered maximum and every effort will be made to resolve the grievance as soon as possible.

(b) In the event a grievance is filed on or after the 1st of June, the time limits set forth herein will be appropriately reduced by mutual agreement or may be continued over the summer with the grievant's consent and the District's consent.

(c) A grievance shall be deemed waived unless submitted within thirty (30) work days after the aggrieved party knew or should have known of the event or condition on which it is based.

§ 24.5 Representation.

- (a) This procedure will apply to all members of the bargaining unit.
- (b) Any employee or group of employees having a grievance will have the right to have a member of the Association with him and/or represent him at all stages of the grievance procedure.
- (c) In the case of an Association grievance, the personnel involved as grievants will be so identified.
- (d) Nothing herein contained shall be construed to prevent any individual employee from presenting a written grievance and having the grievance adjusted, without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement. If such adjustment would affect the interpretation of the Agreement, the person recommending the adjustment will inform the Association and will meet and discuss the matter with its representative prior to such adjustment.
- (e) No individual employee or group of employees may be represented by an officer, agent, or member of another competing employee organization.

§ 24.6 Procedure; step 1. Days in all instances in this procedure shall mean work days of the aggrieved employee(s).

- (a) Before submission of a written grievance, the aggrieved party must attempt to resolve it informally either directly or through a representative, and in so doing shall give notice that a grievance is being raised.
- (b) If the grievance is not settled to the satisfaction of the employee(s), the aggrieved shall write his grievance on the approved attached grievance form - Appendix A. The grievance shall be signed by the employee(s) and shall be submitted to the supervisor within five (5) work days after the informal discussion with the supervisor.
- (c) The supervisor shall process the grievance as follows:
 - (1) Immediately upon receipt of the grievance, the supervisor shall forward two copies to the Superintendent.
 - (2) The supervisor shall render his decision and rationale by letter to the aggrieved as soon as possible, but no later than five (5) work days after his receipt of the grievance.
- (d) The original copy of the grievance shall be returned to the grievant, together with the supervisor's letter of decision and rationale. Two copies of the supervisor's decision shall be retained by the supervisor, together with a written report concerning the facts and background of the grievance pending possible appeal of the grievance to the next step.

§ 24.7 Procedure; step 2.

- (a) If the supervisor's decision does not settle the complaint or protest to the satisfaction of the employee(s), the aggrieved may appeal to the Superintendent within five (5) work days from his receipt of the written decision by the supervisor.
- (b) The employee shall write his appeal in the form of a letter addressed to the Superintendent.
- (c) The Superintendent shall process the appeal as follows:

- (1) The Superintendent shall schedule a hearing at a mutually agreeable time and shall notify the concerned parties of the date of said hearing within five (5) work days after receiving the letter of appeal. The hearing will be conducted by the Superintendent in not less than five (5) nor more than ten (10) work days after the scheduling and notification process has been completed. The hearing shall provide the grievant or his representative with the opportunity to present witnesses and to present briefs and other relevant testimony.
- (2) The Superintendent shall render his decision by letter to the aggrieved as soon as possible, but not later than five (5) work days after the hearing.
- (3) Copies of the grievance and the decisions shall be given to the grievant and grievance Chairperson of the Unit.

§ 24.8 Procedure; step 3.

(a) Within fifteen (15) work days of the receipt of the recommendations of the Superintendent or after the answer is due, the Association may file a demand for arbitration according to the rules and procedures of the American Arbitration Association.

(b) No differences shall be arbitrable unless it comes within the scope of this Agreement. The authority of the arbitrators shall be limited to interpretation of the issue with respect to the definition of the grievance.

(c) The decision of the arbitrator shall be final and binding on both parties to this Agreement.

(d) The arbitrator's decision will be in writing and will set forth their findings, reasonings and conclusions on the issues submitted.

(e) Any expenses incurred by use of arbitration will be borne equally by the Association and the Board. The individual with an alleged grievance and one representative shall suffer no loss in pay or leave while attending an arbitration hearing.

§ 24.9 Time restraints.

(a) If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

(b) Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives, and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allocated had the decision been communicated by the final day.

§ 24.10 No reprisals. There shall be no reprisals of any kind by supervisors taken against any party in interest or his school representative, any member of any committee concerned with grievances, or any other participant in the procedure set forth herein by reason of such participation.

§ 24.11 Confidentiality.

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

(b) During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.

§ 24.12 American Arbitration Association. The parties agree to abide by the rules and procedures of voluntary arbitration of the American Arbitration Association.

ARTICLE 25 - DISCIPLINE

§ 25.1 Employee resignation. If an employee resigns, he shall give the District at least two (2) weeks written notice. The notice shall be sent to the personnel administrator with a copy to the employee's immediate supervisor.

§ 25.2 Termination of services. If the District intends to terminate the services of a full-time employee, it shall give him at least two (2) weeks written notice, except in those cases which, in the judgment of the Superintendent or his/her designee, immediate suspension is in the best interest of the District.

§ 25.3 Warning notice. If it becomes evident that an employee will be terminated or disciplined, he shall receive a written warning. The employee shall be granted a hearing before the Superintendent, if he so requests, within ten (10) days after receipt of the warning. The employee's employment status will be discussed at the hearing. Notwithstanding the foregoing, the District reserves the right to terminate the services of an employee without warning when, in the judgment of the District, such action is necessary.

§ 25.3 Civil Service Law. Disciplinary action and termination of the bargaining unit members shall follow §75 of the Civil Service Law.

ARTICLE 26 - PERSONNEL FILE

§ 26.1 Personnel file. There shall be one (1) official personnel file for each employee. The official personnel file shall be kept in the personnel office.

§ 26.2 Access. An employee will have the right to review the contents of his personnel file and to make copies at the employee's expense of five cents (5¢) each, of any information contained therein except for pre-hire information.

§ 26.3 Negative or derogatory material. Before any negative or derogatory material can be placed in an employee's personnel file, the information must be documented. An employee will be provided a copy of any negative or derogatory material that is placed in his/her personnel file.

§ 26.4 Right to respond. Any employee may respond to any information in his personnel file and any such response will be included in the file.

ARTICLE 27 - FAMILY MEDICAL LEAVE ACT

§ 27.1 Eligibility. All members of the HESSA bargaining unit will be deemed to be eligible for the benefits provided under the Family Medical Leave Act after having been employed for one (1) year.

§ 27.2 Year defined. For purposes of the Family Medical Leave Act, a year will be defined as a school year (July 1 through June 30).

§ 27.3 Insurance coverage. An employee on an unpaid, medical leave is entitled to receive twelve (12) weeks of health and dental insurance coverage subject to the following conditions.

(a) The employee must have been enrolled in the health and/or dental plan prior to the inception of the leave.

(b) The District will be responsible for paying the premium at the same rate that it pays for active employees.

(c) The commencement and termination of the twelve (12) week period of coverage will be determined by the employee.

ARTICLE 28 - NEGOTIATIONS FOR SUCCESSOR AGREEMENT

§ 28.1 Negotiations for Successor Agreement. If either party desires to negotiate a successor agreement, it shall give written notification to the other party to such effect. The other party will respond within two (2) weeks for the purpose of establishing a mutually acceptable meeting date for the first negotiations session. At the first negotiations session, the parties will mutually exchange proposed modifications to the existing agreement. After the first session, no new proposals may be introduced by either party without mutual consent.

ARTICLE 29 - GENERAL PROVISIONS

§ 29.1 Supersession. This agreement shall supersede any rules, regulations or practices of the Superintendent which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Superintendent.

§ 29.2 Reproduction of agreement. Copies of this agreement shall be printed at the shared expense of the Superintendent and the Association. Copies will be provided to all bargaining unit members now employed or hereafter employed by the Superintendent and made available for study by candidates.

§ 29.3 Supremacy of agreement. No individual arrangement, agreement or contract between the District and any bargaining unit member shall be inconsistent with this agreement.

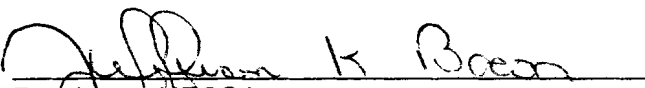
§ 29.4 Severability. If any provision of this agreement or any application of this agreement to any member or group of members of the bargaining unit shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 30 - DURATION

§ 29.1 Duration. This agreement shall be in continuing effect July 1, 2005 through June 30, 2008, unless notice is given of a desire to make changes in its provisions.

IN WITNESS WHEREOF, THE PARTIES SET THEIR HANDS AND SEALS THIS

15th DAY OF July, 2005.



President, HESSA



Superintendent of Schools

APPENDIX A - GRIEVANCE FORM

NAME: _____

SCHOOL: _____ DATE: _____

ARTICLE VIOLATED:

NATURE OF GRIEVANCE: (time, date, place, person responsible, etc.)

SUPERVISOR'S RESPONSE: (Step 1)

Supervisor's Signature

Date

APPEAL TO STEP 2:

SUPERINTENDENT'S RESPONSE: (Step 1)

Superintendent's Signature

Date

APPENDIX B - PERSONAL LEAVE FORM (HESSA)

Directions to Employee: Below please give date of personal leave and sign.

Directions to Supervisor: Send this report in with your ABSENCE REPORT OF EMPLOYEES. Also, the absence is to be reported on your ABSENCE REPORT OF EMPLOYEES.

I, the undersigned, hereby declare that my absence for PERSONAL LEAVE is in accordance with the policy established by the Board which is as follows:

1. Three (3) days of personal leave are to be granted twelve (12) month employees each year with no salary deduction and with no reason being given except that no personal leave will be granted on days preceding or following a long weekend, holiday, or vacation period. Additionally, no personal leave will be granted in conjunction with other absences to extend a holiday or vacation.
2. Two (2) days of personal leave will be granted to each ten (10) month employee who is assigned on a regular basis for four (4) hours or more per day with no salary deduction and with no reason being given. A third personal day, if needed, may be taken; however, the third personal day will be deducted from the sick leave. No personal leave will be granted on days preceding or following a long weekend, holiday, or vacation period. Additionally, no personal leave will be granted in conjunction with other absences to extend a holiday or vacation.
3. Two (2) days of personal leave per year will be granted to each ten (10) month employee who is assigned on a regular basis for less than four (4) hours per day with no salary deduction and with no reason being given except that no personal leave will be granted on days preceding or following a long weekend, holiday, or vacation period. Additionally, no personal leave will be granted in conjunction with other absences to extend a holiday or vacation.
4. The personal leave day(s) may be accumulated and used as accumulated sick leave.
5. Wherever possible, oral requests for personal leave should be made to the Superintendent or his designee in advance. However, in cases of emergency, the employee will request that his absence be taken from his personal leave days upon his return to work.

DATE OF LEAVE: _____

SIGNATURE: _____

APPENDIX C - OVERTIME JOBS BY BUILDING

1. Shop

- a. Snow removal
- b. Mechanical breakdowns
- c. Central receiving

2. High School

- a. Civil Service testing
- b. Testing
- c. Dances; proms
- d. School plays (cleanup, not lighting)
- e. Non-school activities
- f. Elections
- g. Weekend locker room cleanups
- h. Sporting events including all Section 5, State and Invitational Sporting Events

3. Intermediate

- a. Dances
- b. School plays (cleanup)
- c. Non-school plays
- d. Pool weekend duty
- e. Open house
- f. Elections

4. Bryant

- a. Elections
- b. Plays
- c. Open house

5. Columbian

- a. Elections
- b. Open house

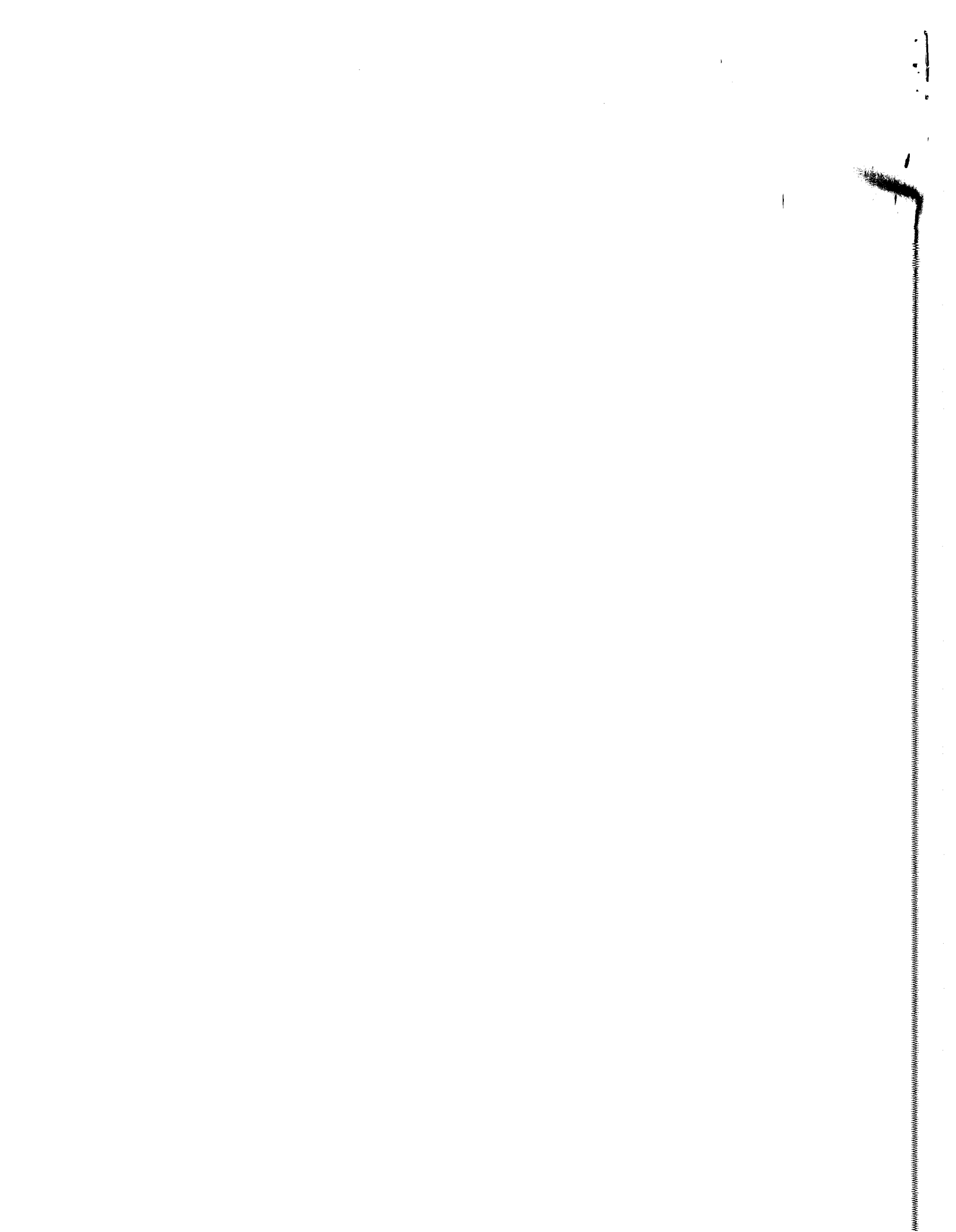
6. North Hornell

- a. Open house

7. Not included on this list

- a. Roving patrol
- b. Sporting events from the athletic department, not including sporting events such as the Hornell Dragons, YMCA activities, Hornell Dodgers, Babe Ruth.
- c. Technical equipment for school activities: setup and operation for school activities - permanent person

APPENDIX D - LIST OF ARBITRATORS AS OUTLINED IN §8.2



ARTICLE 1 - RECOGNITION.....	1
§ 1.1 Recognition.....	1
ARTICLE 2 - DEFINITIONS.....	1
§ 2.1 Definitions.....	1
ARTICLE 3 - DUES DEDUCTION	1
§ 3.1 Dues deduction	1
§ 3.2 Dues equivalency.....	1
ARTICLE 4 - JOB DESCRIPTIONS	2
§ 4.1 Job descriptions	2
ARTICLE 5 - WORKING CONDITIONS	2
§ 5.1 Length of work year.....	2
§ 5.2 Job openings.....	2
§ 5.3 Bus drivers and extra assignments.	2
§ 5.4 Absences.....	3
§ 5.5 Substitutes.....	3
ARTICLE 6 - WAGE PROVISIONS	4
§ 6.1 Minimum starting wages.	4
§ 6.2 Credit for prior experience.	4
§ 6.3 2003-04 salary arrangement.	4
§ 6.4 2004-05 salary arrangement.	4
§ 6.5 Annualized salaries.	4
§ 6.6 Annual report.....	4
§ 6.7 Overtime.	4
§ 6.8 Payday - number of checks per year.....	4
§ 6.9 Night shift differential.....	5
§ 6.10 Banquet pay rate.....	5
§ 6.11 Extra pay calculations for drivers.....	5
§ 6.12 Show-up pay.....	5
§ 6.13 Stipend for noon-time run and bank run.....	5
§ 6.14 IRS Section 125	6
§ 6.15 Stipend for cafeteria crew chiefs.....	6
ARTICLE 7 - SENIORITY	6
§ 7.1 Seniority defined.....	6
§ 7.2 Layoff - reduction in hours worked.....	6
§ 7.3 Recall rights.....	6
§ 7.4 Right of Refusal.....	6
ARTICLE 8 - HEALTH INSURANCE.....	7
§ 8.1 Eligibility.....	7
§ 8.2 Plan.	7
§ 8.3 Premium payment.....	8
§ 8.4 Payment in lieu of insurance.....	8
§ 8.5 Insurance committee.....	8
§ 8.6 Insurance coverage for retirees.....	9
ARTICLE 9 - DENTAL INSURANCE.....	9
§ 9.1 Eligibility.	9
§ 9.2 Plan.	9
§ 9.3 Premium payment.....	9

ARTICLE 10 - SICK LEAVE	9
§ 10.1 Sick leave days.....	9
ARTICLE 11 - SICK LEAVE BANK	10
§ 11.1 Bank established	10
§ 11.2 Bank maximum; donation	10
§ 11.3 Borrowing	10
§ 11.4 Committee.....	10
§ 11.5 Maximum Borrowing.....	10
ARTICLE 12 - PERSONAL LEAVE	10
§ 12.1 Personal Leave.....	10
ARTICLE 13 - BEREAVEMENT LEAVE	11
§ 13.1 Bereavement Leave	11
ARTICLE 14 - PARENTHOOD LEAVE	11
§ 14.1 Eligibility.....	11
§ 14.2 Duration.....	11
§ 14.3 Adoption.....	11
ARTICLE 15 - HEALTH LEAVE	11
§ 15.1 Health leave.	11
ARTICLE 16 - MILITARY LEAVE	11
§ 16.1 Eligibility.....	11
§ 16.2 Duration.....	11
ARTICLE 17 - JURY DUTY	12
§ 17.1 Jury Duty.....	12
ARTICLE 18 - SELECTIVE SERVICE PHYSICAL EXAMINATIONS	12
§ 18.1 Selective Service Physical Examination.	12
ARTICLE 19 - EXTENDED LEAVE	12
§ 19.1 Purpose; length of leave.....	12
ARTICLE 20 - VACATIONS	12
§ 20.1 Eligibility; vacation schedule	12
§ 20.2 Requests for vacation	12
§ 20.3 Allotment.....	12
§ 20.4 Accumulation.....	12
§ 20.5 Holidays.....	13
ARTICLE 21 - RETIREMENT PROGRAM	13
§ 21.1 Retirement plan.....	13
§ 21.2 Unused vacation at retirement.....	13
§ 21.3 Pay for accumulated sick leave.	13
ARTICLE 22 - RETIREMENT INCENTIVE	13
§ 22.1 Payment.....	13
§ 22.2 Accumulated unused sick leave.....	13
§ 22.3 Eligibility.....	13
ARTICLE 23 - ASSOCIATION PRIVILEGES	14
§ 23.1 Association days.....	14

ARTICLE 24 - GRIEVANCE PROCEDURES	14
§ 24.1 Purpose.....	14
§ 24.2 Definition.....	14
§ 24.3 Submission of grievances.....	14
§ 24.4 Time limits.....	14
§ 24.5 Representation.....	15
§ 24.6 Procedure; step 1.....	15
§ 24.7 Procedure; step 2.....	15
§ 24.8 Procedure; step 3.....	16
§ 24.9 Time restraints.....	16
§ 24.10 No reprisals.....	16
§ 24.11 Confidentiality	16
§ 24.12 American Arbitration Association	17
ARTICLE 25 - DISCIPLINE	17
§ 25.1 Employee resignation	17
§ 25.2 Termination of services	17
§ 25.3 Warning notice	17
§ 25.3 Civil Service Law.....	17
ARTICLE 26 - PERSONNEL FILE.....	17
§ 26.1 Personnel file.....	17
§ 26.2 Access	17
§ 26.3 Negative or derogatory material	17
§ 26.4 Right to respond	17
ARTICLE 27 - FAMILY MEDICAL LEAVE ACT	17
§ 27.1 Eligibility.....	17
§ 27.2 Year defined.....	17
§ 27.3 Insurance coverage	17
ARTICLE 28 - NEGOTIATIONS FOR SUCCESSOR AGREEMENT	18
§ 28.1 Negotiations for Successor Agreement.....	18
ARTICLE 29 - GENERAL PROVISIONS.....	18
§ 29.1 Supersession.....	18
§ 29.2 Reproduction of agreement	18
§ 29.3 Supremacy of agreement.....	18
§ 29.4 Severability	18
ARTICLE 30 - DURATION.....	18
§ 29.1 Duration.....	18
APPENDIX A - GRIEVANCE FORM	19
APPENDIX B - PERSONAL LEAVE FORM (HESSA).....	21
APPENDIX C - OVERTIME JOBS BY BUILDING	22
APPENDIX D - LIST OF ARBITRATORS AS OUTLINED IN §8.2.....	23

APPENDIX D - LIST OF ARBITRATORS AS OUTLINED IN §8.2

