

**COLLECTIVE BARGAINING AGREEMENT**

**by and between the**

**Hamburg Central School District**

**and the**

**Hamburg Teachers Association, Local 2702**

**Unit of Registered Professional School Nurses**

**Certified Occupational Therapy Assistants**

**Computer Aides and**

**Micro Repair Technicians**

**July 1, 2018 – June 30, 2021**

## Table of Contents

<b>PREAMBLE</b> .....	1
<b>ARTICLE I RECOGNITION</b> .....	1
<b>ARTICLE II PRINCIPLES</b> .....	1
Section I: Rights of Individuals: .....	1
Section II: Management Responsibility:.....	2
<b>ARTICLE III DUES DEDUCTION</b> .....	2
<b>ARTICLE IV ANNUITIES</b> .....	3
<b>ARTICLE V HEALTH REQUIREMENTS</b> .....	3
<b>ARTICLE VI ABSENCES AND LEAVES</b> .....	4
Section I: Maternity: Child Care Leave: .....	4
Section II: Illness and Bereavement Leave:.....	4
A. Personal Illness: .....	4
B. Sick Leave Bank: .....	5
C. Bereavement Leave:.....	7
Section III: Leaves for Professional Purposes: .....	7
Section IV: Visiting Days: .....	7
Section V: Accidents: .....	8
Section VI: Jury Duty: .....	8
Section VII: Individual Leave of Absence:.....	8
Section VIII: Special Leave: .....	9
Section IX: Part-Day Absences: .....	10
A. Absences Covered by a Leave Policy:.....	10
B. Absences not Covered by any Leave Policy:.....	11
<b>ARTICLE VII PROTECTION OF EMPLOYEES</b> .....	11
<b>ARTICLE VIII PERSONNEL FILES</b> .....	12
<b>ARTICLE IX HEALTH BENEFITS</b> .....	13
<b>ARTICLE X TRANSFERS</b> .....	13
<b>ARTICLE XI LAYOFF</b> .....	14
<b>ARTICLE XII ONE TWENTY-FIVE PLAN</b> .....	14
<b>ARTICLE XIII HOLIDAYS</b> .....	14
<b>ARTICLE XIV VACATION</b> .....	15
<b>ARTICLE XV WORKING HOURS</b> .....	16

<b>ARTICLE XVI RETIREMENT</b> .....	17
Section I: Unused Sick Leave: .....	17
Section II: Availability:.....	17
Section III: Eligibility: .....	17
Section IV: Benefits:.....	18
Section V: Statute or Regulatory Requirement:.....	18
<b>ARTICLE XVII EVALUATION</b> .....	19
<b>ARTICLE XVIII JOB VACANCIES</b> .....	19
<b>ARTICLE XIX SALARY</b> .....	20
<b>Registered Professional Nurse (School)</b> .....	20
<b>Certified Occupational Therapy Assistant</b> .....	20
<b>Microcomputer Repair Technician (12 Month)</b> .....	20
<b>Computer Aide</b> .....	21
<b>Longevity Schedule (All Titles – Not Cumulative)</b> .....	21
<b>ARTICLE XX DIRECT DEPOSIT AND PAY SCHEDULE</b> .....	21
Section I: Options: .....	21
Section II: Changing Payroll Option:.....	21
Section III: Direct Deposit:.....	21
<b>ARTICLE XXI GRIEVANCE PROCEDURE</b> .....	22
<b>ARTICLE XXII SCOPE AND DURATION OF AGREEMENT</b> .....	23
Section I: Totality of Agreement: .....	23
Section II: Scope of Agreement:.....	23
Section III: Conformity to Law:.....	23
Section IV: Negotiations Procedure:.....	24
Section V: Duration: .....	24
Section VI: Legislative Implementation: .....	24

## **PREAMBLE**

In order to effectuate the provisions of the Public Employee Fair Employment Act of the State of New York, the Hamburg Central School District (hereinafter, "District") and the Hamburg Teachers Association, Local # 2702, Unit of Registered Professional School Nurses, Certified Occupational Therapy Assistants, Computer Aides and Micro Repair Technicians (hereinafter, "HTA" or "Association") enter into this Agreement setting forth the terms and conditions of employment for the employees of the District in the recognized bargaining unit represented by the HTA.

## **ARTICLE I RECOGNITION**

Section I: The Hamburg Central School District recognizes the Hamburg Teachers Association, Local # 2702, Unit of Registered Professional School Nurses, Certified Occupational Therapy Assistants, Computer Aides and Micro Repair Technicians as the exclusive representative of the Registered Professional School Nurses, Certified Occupational Therapy Assistants, Computer Aides and Microcomputer Repair Technicians employed by the District.

Section II: The Association affirms that it does not assert the rights to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in any such strike.

## **ARTICLE II PRINCIPLES**

Section I: Rights of Individuals:

The legal rights inherent in the rulings and regulations of the Civil Service Commission affecting employees are in no way abridged by this agreement.

Section II: Management Responsibility:

The HTA recognizes that the Board of Education of the Hamburg Central School District is the legally elected governing body responsible for the determining of policies covering all aspects of the Hamburg Central School District. The Board of Education must operate in accordance with all statutory provisions of the State and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board of Education cannot reduce, negotiate or delegate its legal responsibilities. Anything that is not specifically covered in this agreement remains the exclusive right of the Employer.

**ARTICLE III DUES DEDUCTION**

Section I: The Employer agrees to permit payroll deduction of membership fees to the HTA subject to the following conditions:

- A. The Association is responsible for a letter of transmittal to the Employer certifying the rate of its initial membership dues. In the event of any change of rate of its membership dues during the life of this contract a new letter of transmittal shall be sent to the Employer at least thirty (30) days prior to the effective date of such coverage.
- B. New employees shall have the right to dues deduction thirty (30) days after the date of hire.
- C. The Association assumes all responsibility for preparation, printing, and processing of the payroll deduction authorization form.
- D. Authorized deductions shall be in equal payments, a maximum of twenty-two (22) equal payments, commencing in September.

- E. Authorized deductions will be remitted to the Association at the conclusion of each pay period.
- F. The Association agrees to indemnify and hold the Employer harmless from any and all claims, suits or other forms of liability arising out of deductions of money for Association dues under this Article.

Section II: The Employer agrees to permit, as a voluntary payroll deduction, the New York State United Teachers' Benefit Trust.

Section III: Withdrawal of payroll deduction must be made in writing to the District's business office. The District must notify the Association within seven (7) calendar days of the receipt of the employee's withdrawal of payroll deduction. Upon request, the District will provide the Association a breakdown of deductions by member.

#### **ARTICLE IV ANNUITIES**

The District agrees to maintain a tax sheltered annuity program for eligible Employees in accordance with the provisions of Section 403(b) of the Internal Revenue Code of 1954, as amended. Employee elective contributions will be remitted to the 403(b) vendor selected by the Employee. Employee payroll deductions will be distributed by the District's third-party administrator. Once the elective contribution has been deducted from the Employee's pay and distributed by the District's third-party administrator to the vendor selected by the Employee, the District will not have any further responsibility and/or liability with respect to those funds.

#### **ARTICLE V HEALTH REQUIREMENTS**

The Employer has the legal authority to establish health standards for its employees. In setting such standards, however, the Employer will assume the cost of required medical examinations.

## **ARTICLE VI ABSENCES AND LEAVES**

### **Section I: Maternity: Child Care Leave:**

- A. An employee shall be entitled to a child care leave of absence without pay or benefits for a period extending through the balance of the school year in which the leave commences or through the balance of the school year in which the leave commences and the following school year. For purposes of this provision only, a school year is September 1 through June 30. The employee shall have their health insurance continued as required by the Family Medical Leave Act (FMLA). An employee shall notify the Superintendent/Designee in writing sixty (60) days in advance and request an appointment to discuss his/her leave. An employee desiring to be reinstated following the child care leave shall submit a letter of intent to the Superintendent/Designee two (2) months prior to the date the leave expires.
- B. A childcare leave may be terminated by mutual consent of the Employer and employee in extenuating circumstances, such as miscarriage or non-survival of the child.
- C. If an employee adopts a child, the employee may take a leave without pay or benefits (time to be the same as set forth in Article VI (A) above).

### **Section II: Illness and Bereavement Leave:**

#### **A. Personal Illness:**

Following appointment to the staff, as a full-time employee, sick leave at full salary shall be granted to the employee pursuant to the following schedule:

1. Upon employment, an employee after thirty (30) calendar days shall receive sick leave prorated to June 30.

2. Every year thereafter each ten (10) month employee will receive fourteen (14) days of sick leave cumulative to a total of two hundred and twenty one (221) days. Twelve (12) month employees shall receive twenty (20) days of sick leave cumulative to a total of two hundred and twenty one (221) days.
3. The Employer reserves the right to require a certificate from the school physician indicating the employee's fitness to work.
4. An employee shall have the right to use a maximum of twenty (20) days of his/her sick leave time in any one (1) year in case of serious illness of his/her immediate family. (Immediate family is defined to include only: wife, husband, children, parents, sister, brother or step-family). In the event that the employee is the sole living relative of another person, ten (10) of the twenty (20) family illness days may be used for that person's illness.

**B. Sick Leave Bank:**

Full-time employees will be eligible to participate in the sick leave bank if, on September 1 of the school year, they have:

1. Twenty (20) or more days of accumulated sick leave, or less than twenty (20) days of accumulated leave, but have three (3) or more years of service in the District, and can establish that the failure to accumulate days was the result of a disabling injury or illness resulting in continuous absence under the care of a physician.
2. An employee shall have only one opportunity during his/her service with the District to become a member of the sick leave bank. New employees will be eligible to join within sixty (60) days from their date of eligibility. Microcomputer

Repair Technicians will contribute one day to join the sick leave bank. The Superintendent/Designee and a union representative according to the following regulations will administer the sick leave bank.

3. Each participating employee will contribute one (1) day of accumulated personal sick leave on an irrevocable basis in September of each year unless the total number of days in the teachers' bank is three hundred seventy-five (375) or more on September 1. If there are three hundred seventy-five (375) or more days, current members may remain in the bank without contributing days and new members may join by contributing one (1) day of accumulated personal sick leave.
4. An employee suffering a disabling injury or illness may apply for additional sick leave only after he/she has exhausted all other benefit days. A disabling injury or illness is one which results in a continuous absence or the reoccurrence of a continuing condition under the care of a physician. A physician's statement as to the nature of the disability or illness and an estimate of the duration of the absence shall be submitted upon application for sick leave.
5. A participant of the sick leave bank (may apply for up to thirty (30) days of leave. Should the disability or illness continue a second application for up to an additional thirty (30) days may be submitted. The Superintendent/Designee and the designated union representative shall decide the number of days up to thirty (30) that any one (1) employee may be eligible to use. The decision shall not be open to the grievance procedure.

6. A participant of the sick leave bank (must repay 50% of the number of days withdrawn from the sick bank at the rate of five (5) per year until the amount is paid back. Repayment of days will begin September 1 of the year immediately following the return to service.
7. The Employer reserves the right to require a medical certificate indicating the employee's fitness to resume work.

C. Bereavement Leave:

Bereavement leave will be granted for the first seven (7) calendar days following the death in the immediate family of an employee. (Immediate family is defined to include only: wife, husband, children, parents, sister, brother, grandparents, grandchildren, in-laws or step-family). Three (3) days may be taken from the employee's accumulated sick leave as bereavement for the death of an aunt, uncle, niece or nephew. These days may be used only between the time of death and the funeral.

Section III: Leaves for Professional Purposes:

An employee shall receive his or her salary in full for days in attendance at educational conferences or workshops, providing that such attendance is approved in advance by the Employer.

Section IV: Visiting Days:

Visiting days may be granted to employees by the Superintendent or designee for intra-school, inter-school visitation, or other institutional visitations (i.e., businesses). Days may also be granted to enable an employee to participate in an activity judged beneficial to the school system by the Superintendent or designee.

Section V: Accidents:

- A. Absence due to injury as a result of conditions during the proper performance of duty and verified by the school physician shall not be charged against the employee's accumulated sick leave. The Employer shall pay to such employee the difference between his/her salary and benefits received under the New York State Workers' Compensation Act. In no instance shall the employee continue full salary beyond expiration of ten (10) months during which he/she would be eligible to receive salary.
- B. An employee injured as a result of conditions during the performance of duty for any employer other than the Hamburg Central School District shall not be eligible for benefits under this section.

Section VI: Jury Duty:

- A. Any employee who has been called to jury duty shall notify his/her immediate supervisor immediately.
- B. An employee excused from jury duty shall report to work.
- C. The employee will present proof of service by a jury duty notice of summons and the amount of pay received for such service.
- D. Any employee serving on jury duty will receive his/her regular salary during such period.

Section VII: Individual Leave of Absence:

An employee may request an individual leave of absence without pay and/or benefits for a special purpose, with the exception of employment purposes. An employee desiring such a leave shall file a written statement of his/her needs with the Superintendent or designee who shall make his recommendation to the Board for their action.

Section VIII: Special Leave:

A. The Employer grants each full-time ten (10) month employee three (3) days of special leave, not cumulative, with pay. The employer grants each full-time twelve (12) month employee four (4) days of special leave, not cumulative, with pay. Any special leave days not used will be added to the employee's sick leave the following year provided that the maximum sick leave time may not exceed two hundred twenty one (221) days.

B. It is understood that should such leave be requested for the one or two days immediately preceding or following a holiday, recess period, or during September 1-15 or June 1-30, such leave must have the prior approval of the Superintendent/Designee, and be for one of the following reasons:

1. Funerals for Other than Immediate Family

Interpretation: To enable an employee to attend/assist in the funeral arrangements of a person other than a member of the immediate family.

2. Obligation to Appear In Court, Such as,

- a. Liability Case
- b. Property Settlement
- c. Important Family Situation

Interpretation: To enable an employee to appear before a judicial body at a specific time as required.

3. Transportation Failure

Interpretation: Emergency, vehicular failure caused by weather conditions or mechanical trouble which prevent the employee from appearing on the job. Problems involving transportation arrangements or availability are not considered a transportation failure.

4. Specific Situations, Approved by the Superintendent/Designee:

Interpretation: To enable an employee to attend a graduation or wedding of the employee or an immediate family member (immediate family member is defined to include only: parents, sister, brother, wife, husband, child, grandparents, grandchildren, or in-laws), to attend to health emergencies in the immediate family, or to enable an employee to participate in an activity which in the judgment of the Superintendent or designee will be beneficial to the Hamburg Central School District.

In the event that serious interruption of work will result as a consequence of a large number of employees taking leave on any one day, the Employer reserves the right for this reason to deny a request.

Section IX: Part-Day Absences:

It is understood by the employer and the employee that there are valid, approvable circumstances that may cause the employee to be absent from work for a portion of the school day. A one-half (1/2) day absence for Elementary shall be defined as occurring either between 7:50 a.m. and 11:30 a.m. or between 11:30 a.m. and 3:20 p.m. A one-half (1/2) day absence for Middle School and High School shall be defined as occurring either between 7:20 a.m. and 11:00 a.m. or between 11:00 a.m. and 2:50 p.m. A partial school day absence that starts after 7:50 a.m. and ends after 11:30 a.m. shall be charged as a full-day of absence. (Note – For employees with different work schedules, a half-day absence will be charged for a half-day or less of the employee's regular workday and a full-day absence will be charged for more than one-half of the employee's regular workday).

A. Absences Covered by a Leave Policy:

1. Absences of one hour or less during the employees' workday, with the prior approval of the principal or supervisor, will not be charged against any accumulated leave time.

2. Full-time unit members may use accrued leave time for absences of 1/2 day or less and will be charged for a 1/2 day of leave.

B. Absences not Covered by any Leave Policy:

Any employee absent for any portion of the day will be charged with a full day's absence and a full day's pay.

## **ARTICLE VII PROTECTION OF EMPLOYEES**

Section I: Employees shall be required to report, in writing within twenty-four (24) hours if possible, any case of alleged assault or personal property damage in connection with their employment. The report shall be submitted to the appropriate building principal.

Section II: The administrator shall promptly investigate the alleged assault or personal property damage and he shall take such action, as he deems necessary.

Section III: In the case of an assault by a pupil or non-pupil, the Employer will provide legal counsel to defend any employee in any action arising out of any claim, demand, suit by reason of alleged negligence, or other act resulting in accidental bodily injury or death of any person or in accidental damage to, or destruction of, property within or without the school building, providing such employee, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his duties within the scope of his employment and under the direction of the Employer.

Section IV: If criminal or civil proceedings are brought against the employee alleging that he committed an assault against the pupil during the discharge of his duties within the scope of his employment or under the direction of the Employer, the Employer will furnish legal counsel to defend him in such proceedings.

Section V: Should any employee be discharged or suspended by the Employer for conduct in his employment which results in litigation, whether instigated by the Employer or by a third person, said employee shall be entitled to back pay if said employee is found to be without culpability by the courts and is reinstated to his position by the Employer.

## **ARTICLE VIII PERSONNEL FILES**

All employee files shall be maintained under the following circumstances:

Section I: The employee, upon request to the appropriate administrator, shall have the right to review the contents of his/her file (maintained by the personnel office or his/her immediate supervisor), including any portion of the file electronically stored, with the exception of pre-employment references, during normal office hours.

Section II: Upon written request to the appropriate administrator, single copies of material from his/her file, with the exception of pre-employment references, shall be made available to the employee. A copy of the request shall be placed in the file attached to the item requested.

Section III: The employee shall have the right to respond in writing to any material to be filed, except pre-employment references, which serves to evaluate the performance or service of said employee. The employee's response shall be reviewed and signed by the appropriate administrator and attached to the file copy. Such signature does not necessarily indicate agreement with the content.

Section IV: No material, except pre-employment references, which serves to evaluate the performance or service of an employee, shall be placed in the files unless the employee has had an opportunity to read the material and initial it. Such signature does not necessarily indicate agreement with the content.

## **ARTICLE IX HEALTH BENEFITS**

Section I: The District has adopted the NY44 Health Benefits Plan Trust for all members of the Bargaining Unit. Any employee who accepts health insurance from the District must participate with the NY44 Health Benefits Plan Trust. The District will contribute 85% of the cost of the Plan.

Section II: The District acknowledges the right of the Association members to participate in the HTA Dental Program. The District will contribute \$8,100 per year to fund the HTA Dental Program on behalf of the Unit of Registered Professional School Nurses, Certified Occupational Therapy Assistants, Computer Aides and Micro Repair Technicians. The District will make payment to the Benefit Trust. The amount will be paid in two (2) installments during the year – July 1 and January 1.

Section III: The District has established a health maintenance account under IRC Section 105H and will annually deposit \$200.00 in the respective account of each employee.

## **ARTICLE X TRANSFERS**

If an employee wishes to transfer to a different location, a request must come from the individual in the form of a letter to the Superintendent/Designee with a copy sent to the immediate supervisor. Transfers to positions in the employee's own building as well as from one building to another, shall be made on the basis of their ability and performance of duty, but shall be governed by seniority where equal ability and performance of duty have been demonstrated. District seniority will be a consideration in making the voluntary transfer but shall not have any more weight than any other factor. Application for transfer does not assure procurements of the transfer.

## **ARTICLE XI LAYOFF**

If a position were abolished, the employee with the least amount of seniority will be laid off.

## **ARTICLE XII ONE TWENTY-FIVE PLAN**

The District will maintain a Flexible Benefits Program in accordance with the provisions of Section 125 of the Internal Revenue Code of 1954, as amended. The One Twenty-Five Plan is comprised of seven (7) units as follows:

1. Hamburg Teachers Association, Local 2702 (Teachers Unit)
2. Hamburg Teachers Association, Local 2702 (Unit of Registered Professional School Nurses, Certified Occupational Therapy Assistants, Computer Aides and Micro Repair Technicians)
3. Hamburg Teachers Association, Local 2702 (Teacher Aide Unit)
4. Office Employees
5. Maintenance and Custodial Employees
6. Administrators
7. District Employees

The costs and legal fees of the Plan will be paid 50% by the District with the other 50% being shared equally by the other groups that accept and agree to participate in the Plan.

## **ARTICLE XIII HOLIDAYS**

All full-time employees shall be entitled to all District designated holidays between September 1 and June 30. In addition, twelve month employees shall also be entitled to District designated holidays between July 1 and August 31. The number of recess days (without pay) shall be determined by the Employer.

## **ARTICLE XIV VACATION**

Section I: Twelve (12) month employees shall annually earn vacation time as of July 1 in the manner described below:

After one (1) year:	10 days
After five (5) years:	15 days
After ten (10) years:	20 days
After fifteen (15) years:	25 days

Section II: An employee whose employment commenced July 1 to December 31 would be considered as having one (1) complete year of service on the following June 30. An employee whose employment commenced January 1 to June 30, inclusive, would not be considered as having a complete year of service on June 30 of that calendar year. That employee's complete year of service would be on July 1 and shall receive vacation days on a prorated basis.

Section III: Vacation days may be taken at any time during the year after they have been earned provided they are scheduled and approved by the immediate supervisor. Employees desiring to take vacation time in increments of five (5) consecutive days or more must provide notice to the immediate supervisor at least a minimum of five (5) working days prior to the start of such vacation. Once vacations are scheduled and approved, they may not be changed except by mutual agreement between the employer and the employee.

Section IV: Any employee having two (2) or more years of service may accumulate vacation time to a maximum of thirty (30) days, with a maximum of ten (10) consecutive days to be taken at any one time. Due to extenuating circumstance(s), upon approval of the superintendent/Designee and the immediate supervisor, an employee may carry over up to an additional fifteen (15) vacation days for a total of forty-five (45) days.

Section V: An employee leaving the District shall be paid one (1) days' pay for each unused vacation day.

## **ARTICLE XV WORKING HOURS**

Section I: The length of the work day for full-time Nurses and full-time Certified Occupational Therapy Assistants will be 7.5 hours from 7:20a.m. - 2:50 p.m. (HS/MS) and 7:50a.m. - 3:20 p.m. (ES). There will be no more than a thirty (30) minute deviation from the above times. On two (2) Thursdays per month, the school day will be extended by one (1) hour, and on one (1) designated Tuesday per month the school day will be extended by thirty (30) minutes to allow for meetings that pertain to the unit, if scheduled. Employees shall be required to continue working during this extended time (or until such time as the meeting ends), but may not be required to attend the specific meetings if not applicable to his/her job, as determined by the building principal. On Fridays and days prior to holidays, the employees' normal leaving time will be twelve (12) minutes prior to their normal dismissal time unless professional duties require the employees' presence. Full-time Nurses will receive a paid lunch period of thirty (30) minutes during which time only Nurses must remain in their building and are considered to be on call.

Section II: The length of the workday for full-time Microcomputer Repair Technicians and full-time computer aides will be 8 hours from 7:00a.m. - 3:00p.m. (HS/MS) and 7:50a.m. - 3:50 p.m. (ES) with a lunch period of thirty (30) minutes without pay. The employer, upon prior notification to the employee, may deviate from the above times to a maximum of thirty (30) minutes.

Section III: For Microcomputer Repair Technicians & Computer Aides:

Additional Work Days: Upon approval of the employer, additional workdays may be used during the summer, winter and spring breaks. Solicitation for the additional work hours shall be made in writing to all Computer Aides. Equitable distribution of the additional work hours will be made to all who indicate in writing that they wish to participate.

Compensatory Time: Upon approval of the employer, Microcomputer Repair Technicians who work beyond the normal scheduled workday may use compensatory time to make up for the hours worked beyond the normal workday. Every effort will be made to use the compensatory time during the week in which the work is performed.

Flexitime: Upon approval of the employer, the Microcomputer Repair Technicians may deviate from the normal 7 1/2 hour workday in order to accommodate work tasks that cannot be performed during the normal school day.

Section IV: If an employee is placed in a private school, the district and the private school will determine the working hours and the length of the employee's workday.

## **ARTICLE XVI RETIREMENT**

### Section I: Unused Sick Leave:

The Employer will provide Section 41J of the New York State Employees Retirement System which is the application of unused sick leave as additional service credit upon retirement.

### Section II: Availability:

The sick leave conversion set forth in Section IV below will be available to employees who have reached age 55 and have had at least ten (10) years of service in the Hamburg Central School District and be eligible to draw benefits from the NYSERS.

### Section III: Eligibility:

To be eligible for the sick leave conversion benefit set forth in Section IV A, the employee must make a written commitment to the Superintendent/Designee of his/her intention to retire six (6) months prior to the date of his/her retirement.

Section IV: Benefits:

- A. The employee will be compensated at \$80.00 per day for up to two hundred and twenty-one (221) accumulated leave days to the maximum of \$17,680.00.
- B. At the time of retirement an accounting of the sick leave record of the employee will be undertaken to determine the amount of cash payment to be made.
- C. Sick leave conversion benefits payable under Section IV A or B shall be payable by continuing the payment of premiums for the retiree in the health benefits plan in effect for active teachers. Should the retiree die, the remaining dollars in the account shall fund benefits for the spouse until deletion of the funds or the death of the spouse.
- D. Any unit member who chooses to retire and is not covered under the District's Group Health Plan as of the last day of employment shall have his/her unused sick leave converted to cash according to the provisions of Section IV, paragraphs A, B, C, and D. Such amount shall be paid in a lump sum during the employee's last pay period in June in the employee's final year of employment.

Section V: Statute or Regulatory Requirement:

The benefits provided in this Article, including any benefits remaining to be paid as the result of the retiring employee's election to utilize the sick leave conversion to purchase health insurance coverage as provided in Section IV, C shall not be paid if the Employer is required, on or after the effective date of the employee's retirement, by any statute or regulation to provide or contribute to the payment for health insurance coverage for retired employees. In the event of such a statutory or regulatory requirement, the parties agree forthwith to begin negotiations toward an amendment to Section IV that meets the concerns of both the Employer and the

employee. In the event the parties are unable to reach an agreement, all such benefits will expire on the effective date of such statutory or regulatory requirement.

## **ARTICLE XVII EVALUATION**

Section I: Employees will be evaluated at least once every two school years. Evaluations will be conducted by the Assistant Superintendent of Student Services, Curriculum and Instruction (or his/her designee) and using the criteria set forth by the District. The District shall provide notice to the Association of changes to the criteria by September 1 for evaluation performed during that school year.

Section II: Employees shall receive a copy of any evaluation prior to it being placed in his/her personnel file. An employee shall sign the evaluation indicating only that he/she has received a copy of the same. A written response/rebuttal will be attached to the evaluation when it is placed in the employee's personnel file.

## **ARTICLE XVIII JOB VACANCIES**

Section I: In the event there are any job vacancies or newly created position(s), such vacancies shall be posted on a bulletin board in each school building for five (5) working days. The posting shall contain the location, the assignment and the number of hours per week. Any information related to vacancies posted from July 1 - August 19 will also be available by access to the district website. Vacancies will not be posted between August 20 and the opening day of school.

Section II: If an employee wishes to transfer to a different location, a request must come from the individual in the form of a letter to the Superintendent/Designee with a copy sent to the immediate supervisor.

Section III: Transfers to positions in the employee's own building, as well as from one building to another, shall be made on the basis of their ability and performance of duty, but shall be governed by seniority where equal ability and performance of duty have been demonstrated.

**ARTICLE XIX SALARY**

**Registered Professional Nurse (School)**

<b>STEP</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
<b>1</b>	<b>\$33,000</b>	<b>\$33,000</b>	<b>\$33,000</b>
<b>2</b>	<b>\$35,500</b>	<b>\$35,500</b>	<b>\$35,500</b>
<b>3</b>	<b>\$38,000</b>	<b>\$38,000</b>	<b>\$38,000</b>
<b>4</b>	<b>\$40,500</b>	<b>\$40,500</b>	<b>\$40,500</b>
<b>5</b>	<b>\$43,860</b>	<b>\$43,860</b>	<b>\$43,860</b>
<b>Off Step</b>	<b>2.5% of the previous years' salary</b>		

**Certified Occupational Therapy Assistant**

<b>STEP</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
<b>1</b>	<b>\$28,000</b>	<b>\$28,000</b>	<b>\$28,000</b>
<b>2</b>	<b>\$31,000</b>	<b>\$31,000</b>	<b>\$31,000</b>
<b>3</b>	<b>\$34,000</b>	<b>\$34,000</b>	<b>\$34,000</b>
<b>4</b>	<b>\$37,000</b>	<b>\$37,000</b>	<b>\$37,000</b>
<b>5</b>	<b>\$41,616</b>	<b>\$41,616</b>	<b>\$41,616</b>
<b>Off Step</b>	<b>2.5% of the previous years' salary</b>		

The District will reimburse the fee for the Certified Occupational Therapy Assistants License renewal.

**Microcomputer Repair Technician (12 Month)**

<b>STEP</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
<b>1</b>	<b>\$41,334</b>	<b>\$41,334</b>	<b>\$41,334</b>
<b>2</b>	<b>\$44,465</b>	<b>\$44,465</b>	<b>\$44,465</b>
<b>3</b>	<b>\$47,596</b>	<b>\$47,596</b>	<b>\$47,596</b>
<b>4</b>	<b>\$50,727</b>	<b>\$50,727</b>	<b>\$50,727</b>
<b>5</b>	<b>\$55,097</b>	<b>\$55,097</b>	<b>\$55,097</b>
<b>Off Step</b>	<b>2.5% of the previous years' salary</b>		

Any recess days worked by an MRT at the request of the supervisor will be paid by claim form at the daily rate or the days worked may be taken as comp. time (maximum 4 days). These days would have to be taken by the end of the fiscal year.

## Computer Aide

<b>STEP</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
<b>1</b>	<b>\$22,000</b>	<b>\$22,000</b>	<b>\$22,000</b>
<b>2</b>	<b>\$24,500</b>	<b>\$24,500</b>	<b>\$24,500</b>
<b>3</b>	<b>\$27,000</b>	<b>\$27,000</b>	<b>\$27,000</b>
<b>4</b>	<b>\$29,500</b>	<b>\$29,500</b>	<b>\$29,500</b>
<b>5</b>	<b>\$32,000</b>	<b>\$32,000</b>	<b>\$32,000</b>
<b>Off Step</b>	<b>2.5% of the previous years' salary</b>		

## Longevity Schedule (All Titles – Not Cumulative)

<b>Step 5</b>	<b>Years of service</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
<b>Year 2 or more</b>	<b>Completion of 15</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>
<b>Year 2 or more</b>	<b>Completion of 20</b>	<b>\$2,000</b>	<b>\$2,000</b>	<b>\$2,000</b>

## ARTICLE XX DIRECT DEPOSIT AND PAY SCHEDULE

### Section I: Options:

The employee shall have the option of either twenty-two (22) or twenty-six (26) direct payroll deposits.

### Section II: Changing Payroll Option:

The employee may change his payroll option (22 or 26 direct payroll deposits) for the next school year by writing a letter to the Department of Human Resources prior to August 1, indicating his/her choice.

### Section III: Direct Deposit:

The district shall maintain a direct deposit arrangement for all employee payroll deposits for any bank or credit union that is licensed to do business in New York State and that is able to accept electronic fund transfers from the district's primary depository. All bargaining unit members shall be required to use direct deposit for all payroll payments. Each employee will have payroll information provided for each payroll period.

## **ARTICLE XXI GRIEVANCE PROCEDURE**

Definition: A grievance is a claim by an employee that there has been as to them, a violation, misinterpretation or inequitable application of any of the provisions of this agreement.

Step I: An employee will first take the matter up informally or verbally with their immediate supervisor no later than ten (10) days after the alleged grievance first occurred.

Step II: If the grievance is not satisfactorily resolved in Step I, the grievant shall present the grievance in writing to their immediate supervisor, within five (5) school days after the informal conference. The immediate supervisor shall render a decision in writing within five (5) school days and present the written decision to the grievant.

Step III: If the grievance is not satisfactorily resolved in Step II, the grievant may file an appeal in writing to the Superintendent or designee within five (5) days after receiving the decision in Step II. The Superintendent or designee shall have five (5) days after receiving the grievance to provide an answer to the grievance.

Step IV: If the grievant feels that the determination in Step III is not satisfactory, they may submit the grievance in writing within five (5) days of receiving the Step III decision to the Board of Education. The Board of Education shall hold a hearing at its next regularly scheduled meeting and shall render its decision within five (5) days of the hearing. Upon request of either party and with the express written consent of the other party, which will not be unreasonably withheld, the Board of Education step may be skipped and the matter will be processed directly to Arbitration. In such event, the requirement in Step V requiring a request for arbitration within 15 days if the grievance is not resolved by the Board of Education will be deemed satisfied on the date that the parties consent to skip the Board of Education step.

Step V: If the grievance is not resolved by the Board of Education at the next regular meeting or within ten (10) days thereafter, the Association or the Superintendent of Schools may request arbitration within fifteen (15) days. The arbitrator shall be chosen and the arbitration governed by the rules and procedures of the New York State Public Employment Relations Board. The cost of the arbitrator shall be borne equally by the parties. The arbitrator does not extend to matters that are not covered in this contract. The decision of the arbitrator shall be binding on both parties.

Right to Counsel: Both the Employer and the Employee have the right to legal counsel and/or a representative of the Association at each stage of the grievance procedure.

## **ARTICLE XXII SCOPE AND DURATION OF AGREEMENT**

### Section I: Totality of Agreement:

This contract incorporates the entire understanding of both parties on all issues which have been discussed during negotiations.

### Section II: Scope of Agreement:

The agreement shall supersede any rules, regulations, or practices of the Employer which shall be specifically contrary to or inconsistent with the terms hereof. All rights and prerogatives heretofore exercised by the Employer with respect to all matters not specifically covered in this agreement shall remain the rights and prerogatives of the Employer.

### Section III: Conformity to Law:

If any provision of this agreement is or shall at any time be contrary to state and/or federal law, then such provision shall not be applicable or performed or enforced but the Agreement will continue in its entirety with full force and effect, absent said provision, or portion thereof.

Section IV: Negotiations Procedure:

If either party to this agreement wishes to negotiate for a successor agreement they shall notify the other party in writing by February 1 and negotiations will begin on May 1 of the final year of this agreement.

Section V: Duration:

Unless otherwise provided herein, each provision of this Agreement shall be effective from July 1, 2018 through June 30, 2021, and thereafter unless and until modified by subsequent written agreement between the parties.

Section VI: Legislative Implementation:

**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.**

IN WITNESS WHEREOF, the parties, by their authorized representatives, have executed this agreement on the dates set forth below.

FOR THE HAMBURG CENTRAL SCHOOL DISTRICT

  
\_\_\_\_\_  
Michael Cornell, Superintendent

Dated: 12/6/18

FOR THE HAMBURG TEACHERS ASSOCIATION, LOCAL 2702  
UNIT OF REGISTERED PROFESSIONAL SCHOOL NURSES  
CERTIFIED OCCUPATIONAL THERAPY ASSISTANTS  
COMPUTER AIDES AND MICRO REPAIR TECHNICIANS

  
\_\_\_\_\_  
Amy Takacs, President

Dated: 12/12/18

  
\_\_\_\_\_  
Barbara Wagner, Unit Chair

Dated: 12/14/18